

**Media Company  
Standard Advertiser Guidelines (v.3)**

These Standard Advertiser Guidelines ("Guidelines") are entered into between the media company ("Media Company") and the advertiser or advertising agency ("Agency"), referenced in the corresponding Insertion Order ("IO"). Media Company and Agency, each a "Party" and, collectively, "Parties," agree that the IO, the Terms and these Guidelines shall collectively form the "Agreement."

**1. Obligations of the Parties.**

**Advertising Services.** Agency understands and agrees that the sole obligation of Media Company under this Agreement is to display the advertising placements ("Ad(s)") as described in the IO. Agency understands that the Ads may display on websites owned and operated by Media Company or its advertising partners (collectively, "Websites"). Agency also understands that the Ads may be served through the United Online Performance Exchange ("UOLPX"). The Websites on which the Ads will display and how the Ads will be served will be determined by Media Company, in its sole discretion. Agency also understands that Agency shall be solely responsible for providing service and other support, including, without limitation, order processing, billing, fulfillment, shipment, collection, returns and/or charge backs associated with any products and/or services offered, sold or licensed through the Ads and Media Company shall have no obligations whatsoever with respect thereto. All such Agency support services shall be operated in accordance with best industry practices for Agency's industry. Media Company may redirect to Agency any Agency support inquiries that it may receive in association with the Ads. Agency understands and agrees that the organization, structure, "look and feel" and other elements of the Websites may be redesigned or modified at any time and without prior notice. In the event that any such redesign or modification has a material and adverse effect on the number of impressions served for Agency, Media Company will work with Agency to re-allocate remaining revenue in a comparable location and manner, which shall be Agency's sole remedy relating thereto. Agency acknowledges that Media Company has not made any guarantees with respect to usage statistics, numbers of impressions or any other expectations for the Ads. Additionally, the numbers and amounts set forth in an invoice will govern over any numbers and amounts set forth in any email, facsimile, report or other communication provided by Media Company to Agency. Under no circumstances does the quantity listed in the IO represent a guaranteed number of clicks nor does the quantity listed in the IO represent a cap on the number of clicks.

**Ads and Ad Placements.** Except if otherwise expressly provided in the IO, the specific positioning of the Ads is at the sole discretion of Media Company. Agency cannot utilize pop-ups, double pop-ups or download pop-ups on any page that Media Company refers through an Ad. Agency may never use a download pop-up, an automatic software download, an exit pop-up or a pop-up that could block the Start Page of any website if the user hits the back button. Agency may not place third party cookies on a Media Company user's computer without Media Company's prior written authorization. If Agency is a wholesaler of Ads, Media Company may request that Agency supply a list of intended advertisers for prior approval by Media Company. If an additional advertiser is added after the list of intended advertisers is approved, Agency must submit the additional advertiser for Media Company approval prior to implementation. Agency will not run any Ads on the Websites for advertisers that have not been previously approved by Media Company. Agency shall not run any Ads on the Websites for advertisers that are restricted or competitive advertisers of any Media Company Affiliates (as defined below). Media Company and Agency agree to work diligently to resolve click discrepancies over 10%. Media Company reserves the right to immediately cancel any campaign with over a 10% discrepancy or that drops below a .2% click yield. Media Company inventory may not be resold, assigned, bartered, exchanged, brokered or otherwise transferred without the prior written consent of Media Company, which may be withheld in its sole discretion. Media Company does not guarantee specific numerical slot designations. Slot designations are subject to availability. The inventory allocations in this IO may be replaced with higher paying advertisements at the sole discretion of Media Company. If Agency frequency caps are detected, Media Company may suspend or terminate the IO immediately. Agency may request a change to the IO by making a written request (e-mail is acceptable) to [account-mgt-group@corp.unttd.com](mailto:account-mgt-group@corp.unttd.com). Requested changes accepted by Media Company will be confirmed and implemented within five (5) business days.

**Creative.** All final Ad content ("Creative") is subject to approval by Media Company, in its sole discretion. Creative must be received by Media Company five (5) days prior to campaign launch. If Creative is not received, the inventory allocated to Agency may be pre-emptible. Agency shall provide Media Company with Creative for the Ads in accordance with Media Company policies located at <http://www.unttd.com/guidelines> and <http://www.unttd.com/specs> or any other policy which is in effect and which may change from time to time without prior notice to Agency. Media Company shall not be required to publish any Ads based on Creative not delivered in accordance with such policies, and Agency shall be obligated for the applicable payment obligations as if Media Company had displayed such Ads. Agency shall not be entitled to any refund or proration for delays caused by such failure. Agency hereby grants Media Company a worldwide, non-exclusive, royalty-free license to sublicense, distribute, display, transmit and otherwise use the Creative to fulfill its obligation to display the Ads as described in the IO. The Creative shall not contain, advertise, link (either directly or indirectly) to or otherwise be related to Creative that Media Company determines, in its sole discretion: (a) is obscene, defamatory, libelous, slanderous, profane, indecent or unlawful; (b) is factually inaccurate, misleading or deceptive; (c) facilitates or promotes any type of illegal activity, including, without limitation, pyramid schemes, the sale or use of illicit drugs or discrimination or harassment of any individual or group; (d) violates the privacy policies or the terms of service of the Websites; (e) disparages the Websites; or (f) promotes any product or service which is reasonably competitive with any of the products or services offered by any entity directly or indirectly controlling, controlled by or directly or indirectly in common control with Media Company ("Media Company Affiliates"). In addition, the Ads and/or the Creative shall not state or imply that the Ads were placed by any Media Company Affiliate or that any Media Company Affiliate endorses Agency's products and/or services. Media Company may remove the Creative, or any portion thereof, from the Websites if, at any time, Media Company determines, in its sole discretion, that the Creative violates the foregoing limitations or such other reasonable limitations as Media Company may adopt from time to time. Any such refusal shall not constitute a breach of this Agreement or otherwise entitle Agency to any legal remedy. Media Company reserves the right within its sole discretion to reject or remove from its Website(s) any Ads for which the Creative, software code associated with the Creative (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its policies, or that in Media Company's sole discretion, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its sole discretion to reject or remove from its Website(s) any Ads for which the Creative or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Website(s), Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Creative from Agency.

**E-Mail Requirements.** In the event the IO includes an e-mail advertising campaign, Agency shall be solely responsible for and shall provide Media Company with the following five (5) days prior to the scheduled e-mail drop: (i) Agency's then current, accurate and compliant opt-out database of e-mail addresses that have requested to not receive e-mails from Agency ("Suppression File"), which Suppression File shall be constructed in a mutually agreed upon format and shall be delivered to a location to be designated by Media Company (e.g., an FTP site or e-mail address); (ii) a compliant e-mail subject line that shall not be deceptive, false or misleading ("Subject Line"); (iii) a compliant and operational opt-out link ("Opt-Out Link") that e-mail recipients can use to request not to receive future e-mails from Agency, which link shall be capable of receiving such requests for at least thirty (30) days after the transmission of the e-mail containing the Ad; and (iv) a valid United States physical address for Agency in the e-mail Creative. Media Company shall be solely responsible for and shall: (i) purge all e-mail addresses contained in the Suppression File from the distribution list to which the Ad shall be sent; (ii) use the Suppression List solely in connection with performing its obligations under the immediately preceding clause; (iii) destroy the Suppression List promptly after the applicable campaigns shall have concluded; and (iv) use the Subject Line and the Opt-Out Link provided by Agency in the e-mails containing the Ad.