

**United Online Media Group
Standard Advertiser Guidelines (v. 2)**

These Standard Advertiser Guidelines ("Guidelines") are entered into between United Online Advertising Network, Inc., d/b/a United Online Media Group ("UOLMG") and the Advertiser and Agency, if any (collectively, "Customer"), referenced in the corresponding Insertion Order ("IO"). UOLMG and Customer, 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. Customer understands and agrees that the sole obligation of UOLMG under this Agreement is to display the advertising placements ("Ad(s)") as described in the IO. Customer understands that the Ads may display on websites owned and operated by UOLMG or its advertising partners (collectively, "Websites"). Customer 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 UOLMG, in its sole discretion. Customer also understands that Customer shall be solely responsible for providing customer service and other customer 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 UOLMG shall have no obligations whatsoever with respect thereto. All such customer support services shall be operated in accordance with best industry practices for Customer's industry. UOLMG may redirect to Customer any customer support inquiries that it may receive in association with the Ads. Customer 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 Customer, UOLMG will work with Customer to re-allocate remaining revenue in a comparable location and manner, which shall be Customer's sole remedy relating thereto. Customer acknowledges that UOLMG 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 UOLMG to Customer. 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 UOLMG. Customers cannot utilize pop-ups, double pop-ups or download pop-ups on any page that UOLMG refers through an Ad. Customer 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. Customer may not place third party cookies on a UOLMG user's computer without UOLMG's prior written authorization. If Customer is a wholesaler of Ads, UOLMG may request that Customer supply a list of intended advertisers for prior approval by UOLMG. If an additional advertiser is added after the list of intended advertisers is approved, Customer must submit the additional advertiser for UOLMG approval prior to implementation. Customer will not run any Ads on the Websites for advertisers that have not been previously approved by UOLMG. Customer shall not run any Ads on the Websites for advertisers that are restricted or competitive advertisers of any UOLMG Affiliates (as defined below). UOLMG and Customer agree to work diligently to resolve click discrepancies of over 10%. UOLMG reserves the right to immediately cancel any campaign with over a 10% discrepancy or that drops below a .2% click yield. UOLMG inventory may not be resold, assigned, bartered, exchanged, brokered or otherwise transferred without the prior written consent of UOLMG, which may be withheld in its sole discretion. UOLMG 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 UOLMG. If Customer frequency caps are detected, UOLMG may suspend or terminate the IO immediately. Customer may request a change to the IO by making a written request (e-mail is acceptable) to account-mgt-group@corp.unttd.com. Requested changes accepted by UOLMG will be confirmed and implemented within five (5) business days.

Creative. All final Ad content ("Creative") is subject to approval by UOLMG, in its sole discretion. Creative must be received by UOLMG five (5) days prior to campaign launch. If Creative is not received, the inventory allocated to Customer may be pre-emptible. Customer shall provide UOLMG with Creative for the Ads in accordance with UOLMG policies located at <http://www.untl.com/guidelines> and <http://www.untl.com/specs> or any other policy which is in effect and which may change from time to time without prior notice to Customer. UOLMG shall not be required to publish any Ads based on Creative not delivered in accordance with such policies, and Customer shall be obligated for the applicable payment obligations as if UOLMG had displayed such Ads. Customer shall not be entitled to any refund or proration for delays caused by such failure. Customer hereby grants UOLMG 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 UOLMG 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 UOLMG ("UOLMG Affiliates"). In addition, the Ads and/or the Creative shall not state or imply that the Ads were placed by any UOLMG Affiliate or that any UOLMG Affiliate endorses Advertiser's products and/or services. UOLMG may remove the Creative, or any portion thereof, from the Websites if, at any time, UOLMG determines, in its sole discretion, that the Creative violates the foregoing limitations or such other reasonable limitations as UOLMG may adopt from time to time. Any such refusal shall not constitute a breach of this Agreement or otherwise entitle Customer to any legal remedy.

E-Mail Requirements. In the event the IO includes an e-mail advertising campaign, Customer shall be solely responsible for and shall provide UOLMG with the following five (5) days prior to the scheduled e-mail drop: (i) Customer's then current, accurate and compliant opt-out database of e-mail addresses that have requested to not receive e-mails from Customer ("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 UOLMG (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 Customer, 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 Customer in the e-mail Creative. UOLMG 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 Customer in the e-mails containing the Ad.