



PUBLISHER TERMS AND CONDITIONS

The following Publisher Terms and Conditions (the “**Agreement**”) is made and agreed to between PartnerWeekly, LLC (“**PartnerWeekly**”) and you, the company or individual (“**Publisher**”), wishing to participate in the PartnerWeekly Publisher Program (the “Publisher Program”). Publisher agrees to use the Publisher Program, and any additional services offered by PartnerWeekly in accordance with this Agreement as amended from time to time. PartnerWeekly reserves the right to make changes to the Publisher Program and the Agreement at any time. Publisher's continued use of the Publisher Program after any such change will constitute its consent to and acceptance of the amended Agreement. The most current version of this Agreement will supersede all previous versions.

1. PUBLISHER PROGRAM

1.1 The Publisher Program allows PartnerWeekly to post offers of advertising programs sponsored by PartnerWeekly or its advertisers to potential publishers (the “**Posting**”). The company offering the advertising program is referred to as the Advertiser (“**Advertiser**”). Each Posting will specify the amount and terms under which the Publisher will receive payment. Payment is generated from a specified event (“**Action**”) identified in the posting, such as clicks, click-throughs, sales, registrations, impressions and leads. Consumer information received in connection with such Action shall be referred to as Consumer Data (“**Consumer Data**”). The definition of the Action associated with a Posting is set forth in the online offer specifications. If the Publisher subscribes to a Posting and places it on the Publisher's media properties, such as the Publisher's website, affiliated websites, or email distribution lists, (collectively the “**Publisher's Site**”), the Publisher is accepting the Terms and Conditions of the Agreement. Collectively, the services offered by PartnerWeekly through the Publisher Program shall be referred to as the “**Services**”.

1.2 PartnerWeekly may change or discontinue a Posting at any time without notice or liability to Publisher. Similarly, the Publisher may drop previously accepted Postings at any time unless otherwise specified in the Posting.

1.3 PartnerWeekly shall display and manage all active Postings and tracking of the payments owed.

1.4 In order to be eligible to participate in the Publisher Program, the Publisher's Site must meet the following criteria:

- (i) be written in English and contain only English language content;
- (ii) be targeted only to residents of the United States;
- (iii) have a top-level domain name;
- (iv) not directly or indirectly offer any consideration or incentive (including but not limited to cash, points, prizes, discounts, or contests or sweepstakes entries to users to take any Action;
- (v) be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots, malware, spyware, adware and other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system, data or personal information;
- (vi) be fully functional at all levels with no “under construction” sites or sections; and
- (vii) not spawn process pop-ups, exit pop-ups, or pop-underers.

2. PUBLISHER'S RESPONSIBILITIES

2.1 Publisher will be solely responsible for the development, operation and maintenance of Publisher's Site and all materials that appear on Publisher's Site. Publisher's responsibilities include, but are not limited to: the technical

operation of Publisher's site; maintaining the equipment used to operate the Publisher's site; creating, posting, and maintaining the links associated with the Postings; monitoring the legality, accuracy and appropriateness of the material posted on the Publisher's Site and compliance with the terms of this Agreement; and registering Publisher's Site with PartnerWeekly.

2.2 Any business partners, associates or third-party affiliates of Publisher that participate in or perform any activities for Publisher as part of the Publisher Program shall be deemed "Sub-Publishers." In the event that Publisher uses Sub-Publishers, Publisher acknowledges and agrees that it will remove any Sub-Publisher from the program at PartnerWeekly's request. Publisher acknowledges and agrees that it shall be solely responsible for ensuring that each Sub-Publisher utilized by Publisher to perform any of Publisher's services contemplated under this Agreement, is bound by and complies with terms of this Agreement. Publisher shall indemnify PartnerWeekly and Advertiser for all acts of its Sub-Publishers without limitation. For purposes of this Agreement, in the event that Publisher uses a Sub-Publisher, the term "Publisher" shall include Sub-Publisher.

2.3 Publisher will not post misleading or otherwise deceptive content on Publisher's Site. All content on Publisher's Site shall be in compliance with all applicable laws, rules and regulations. Publisher is solely responsible for any and all content posted on Publisher's Site. Further, Publisher agrees that all Publisher such creative content will adhere to the same guidelines as set forth and agreed to in this Agreement and, as applicable, upon completion of site review.

2.4 Publisher acknowledges and agrees that it will notify PartnerWeekly, in writing, of all traffic sources it intends to utilize to generate traffic under this Agreement, any changes to existing websites, of the creation of new websites or the implementation of new traffic sources it intends to utilize to generate traffic, prior to sending PartnerWeekly traffic from such websites or new traffic sources. Publisher shall also notify PartnerWeekly, in writing, which marketing methods it intends on using, including but not limited to: website banner ads, website content, website text links, social media, email marketing, direct mail, radio, television, voice phone scripts, etc.

2.5 Publisher will not utilize PartnerWeekly brands, including but not limited to MoneyMutual, and/or any likeness or misspellings thereof, in Search Engine Marketing ("SEM") efforts, in purchasing paid search advertisements or in Website Search Engine Optimization ("SEO") efforts, including but not limited to SEO meta data, title tags and domain names.

2.6 Publisher is an independent contractor. Publisher understands that it is responsible to pay its income tax in accordance with applicable federal, state, and local law.

2.7 Publisher is not an agent, employee, partner, shareholder, or director of PartnerWeekly and Publisher does not have the authority nor will Publisher attempt to enter into any agreement on behalf of PartnerWeekly.

2.8 Publisher agrees that it will not, in any way, directly or indirectly alter, modify, eliminate, conceal, cookie stuff, traffic steal or otherwise render inoperable or ineffective PartnerWeekly's or any Posting's site tags, source codes, links, pixels, modules or other technology or data provided by or obtained from PartnerWeekly that allow PartnerWeekly to measure advertisement performance and provide its service, or attempt to do the same.

2.9 PartnerWeekly will provide the Advertiser's creative and initial tracking links for Postings. Publisher is responsible for hosting all email creative and redirecting from hosted creative to PartnerWeekly's tracking link. This is necessary to ensure that PartnerWeekly does not become blacklisted by an Internet Service Provider or otherwise penalized for any perceived SPAM violations due to Publisher's negligence.

3. ADVERTISING

3.1 PartnerWeekly will provide marketing materials to Publisher on behalf of the Advertiser with each Posting. Under no circumstances may Publisher modify any part of the marketing material (including, without limitation, any link or disclosure) without the express written consent of PartnerWeekly. Publisher acknowledges and agrees that

its sole and exclusive source of remedy for any damages incurred arising from its use of the Advertiser's marketing materials shall be the Advertiser.

3.2 In consideration of the considerable expenses incurred by PartnerWeekly in developing its services and assisting the Publisher in finding suitable Advertisers, Publisher agrees that for a period of one (1) year after termination of Publisher's relationship with PartnerWeekly, Publisher shall not, either directly or indirectly, for itself or any third party, become engaged in any business or activity with a PartnerWeekly Advertiser (a PartnerWeekly Advertiser is defined as an Advertiser which has posted an offer with PartnerWeekly) which promotes an Advertiser's product or service, or otherwise divert or attempt to divert any existing business of PartnerWeekly. Should the Publisher enter into a business relationship with a PartnerWeekly Advertiser within a period of one (1) year after termination of Publisher's relationship with PartnerWeekly, Publisher shall disgorge all profits generated from Publisher's business with such PartnerWeekly Advertiser and said profits shall be immediately tendered to PartnerWeekly. If Publisher makes direct contact with any PartnerWeekly Advertiser, Publisher shall be immediately terminated from the Publisher Program.

3.3 Publisher authorizes PartnerWeekly to utilize its trademarks, servicemarks, tradenames, and/or copyrighted material that Publisher provides PartnerWeekly through its account to promote Publisher's participation in the Publisher Program.

3.4 Publisher agrees that PartnerWeekly may identify Publisher and Publisher's Site as a participant in the Publisher Program as long as Publisher remains a participant in good standing. PartnerWeekly may make this identification orally, in writing or electronically, including without limitation, in press releases, public announcements and promotional materials publicizing, advertising or promoting the Publisher Program. Publisher may not issue any press release or public announcement, distribute any marketing or promotional materials or otherwise make any public communications regarding this Agreement or your participation in the Publisher Program without PartnerWeekly's prior written consent.

4. COMMISSION FEES AND PAYMENTS

4.1 Publisher will earn commission fees on qualifying Actions as set forth in the applicable Insertion Order.

4.2 In the event this Agreement is terminated, Publisher will only be entitled to commission fees earned through the effective date of termination. PartnerWeekly may withhold final payment for a reasonable time to ensure that the commission fees paid exclude any fraudulent, canceled, or returned qualifying Actions.

4.3 PartnerWeekly will compile, calculate and electronically deliver to Publisher data required to determine the Publisher's compensation. PartnerWeekly's figures and calculations will be final and binding. Any questions Publisher has regarding the data provided by PartnerWeekly needs to be submitted in writing within ten (10) days of Publisher's receipt of such data, otherwise the information will be deemed accurate and accepted as such by Publisher without further right to dispute the accuracy of said data.

4.4 Payments are calculated every Monday and checks issued after calculation. The first payment will be made on the next Monday after Publisher enrolls in the Publisher Program. The minimum check value that will be issued in any week is \$100.00. Commissions less than this amount will be rolled over to the following week's commissions.

4.5 PartnerWeekly reserves the right to withhold commission payments from Publisher's accounts with respect to a particular Posting if funds have not been received from the Advertiser promoted by such Posting, or if fraudulent activity is suspected. There will be a \$50.00 bank fee applied with any request to stop payment on a check and issue a replacement check. This \$50.00 is deducted from Publisher's account balance or replacement check. All statistical data reported in real-time should be only used as a guide reflecting potential end of month earnings.

4.6 In the event that Publisher is an active Advertiser of PartnerWeekly and fails to provide payment to PartnerWeekly in accordance with the payment terms of any applicable Advertiser agreement, PartnerWeekly

reserves the right to off-set any and all amounts owed to PartnerWeekly for its services under the applicable Advertiser agreement from the commissions earned by Publisher under this Agreement.

4.7 PartnerWeekly retains the right to audit, or to have its agent audit, Publisher's books and records for the purpose of verifying compliance with the terms of this Agreement and ensuring that no fraudulent activity has taken place. The audit shall be conducted at PartnerWeekly's expense unless the audit reveals that Publisher has violated the terms of this Agreement or otherwise committed fraud, in which case, Publisher shall bear the costs of the audit.

5. TERM AND TERMINATION OF THIS AGREEMENT

5.1 The term of this Agreement will begin upon PartnerWeekly's acceptance, in its sole discretion, of Publisher's application to become a Publisher of the Program and will end when terminated by either party. Either party may terminate this Agreement at any time, with or without cause, for any reason, by giving the other party written or electronic notice of termination.

5.2 Upon termination of this Agreement, for any reason, Publisher will immediately cease any use of, and remove from Publisher's Site, all Postings, all links to PartnerWeekly's Sites, any of PartnerWeekly's proprietary materials, and any Advertiser materials, and will immediately destroy or return any of PartnerWeekly's and any Advertiser's proprietary materials within Publisher's possession or control. PartnerWeekly will be entitled, but not limited to, injunctive relief in the event Publisher fails to comply with the foregoing.

6. FRAUD CONTROL

6.1 PartnerWeekly has built into its software a fraud control system, which constantly monitors all participating Publishers' sites, including monitoring for false registration. PartnerWeekly's staff will verify all sites for legitimacy. Any company or individual that tries to artificially inflate Actions, traffic counts, revenue, or use any device, robot/program or other means to do so may be reported to the appropriate law enforcement and regulatory authorities for fraud and theft, and PartnerWeekly reserves the right to pursue all available remedies.

6.2 If PartnerWeekly suspects Publisher of fraud, Publisher acknowledges that it is its responsibility to prove by clear and convincing evidence that no fraudulent activity has occurred to the satisfaction of PartnerWeekly. Publisher acknowledges and agrees that PartnerWeekly's determination whether Publisher has engaged in fraudulent conduct is final. If PartnerWeekly suspects or detects fraud, Publisher's account will be made inactive pending further investigation and all commission checks will be held until such time, if any, as PartnerWeekly determines that no fraudulent activity has occurred.

6.3 If Publisher fraudulently adds or inflates Actions, as determined by PartnerWeekly in its sole discretion, Publisher will forfeit its entire commission for all Postings and its account will be terminated. In the event Publisher uses names/email addresses that have not been verified, confirmed or double-opted-in in its marketing program, Publisher will forfeit its entire commission for all Postings and its account will be terminated. PartnerWeekly will have the right to "seed" the names/email addresses provided to client with fictitious test names which will not complete the verification process in order to assure compliance with this provision.

6.4 Publisher agrees that it will not interfere with PartnerWeekly's attempts to monitor Publisher's activities pursuant to this Agreement.

6.5 PartnerWeekly shall be allowed to report all known and/or suspected fraudulent conduct to interested parties and to make such conduct public. Publisher agrees not to hold PartnerWeekly liable for the consequences of such reports and acknowledges that it shall be in PartnerWeekly's sole discretion to determine whether or not fraudulent conduct has occurred or is suspected.

7. DEFAULT

7.1 In the event Publisher breaches this Agreement, PartnerWeekly reserves the right to suspend or cancel Publisher's account, in its sole discretion, and to withhold any and all payments. Should a payment be made and PartnerWeekly determine that such payment was made to Publisher on account of an illegal or fraudulent action, or otherwise in violation of this Agreement, by the Publisher, PartnerWeekly reserves the right to stop payment on said payment and pursue all other remedies available to it. Furthermore, Publisher acknowledges that a breach of this Agreement could result in immediate, extraordinary and irreparable damage to PartnerWeekly and/or its Advertisers and that such damages may be difficult to measure. Accordingly, Publisher agrees that should it breach the Agreement, PartnerWeekly may, in addition to other legal remedies, assess liquidated damages of up to \$1,000.00 per occurrence for each such violation. Publisher further agrees that such liquidated damages are reasonable and do not constitute a penalty.

8. SPAM POLICY

8.1 PartnerWeekly is dedicated to ensuring compliance with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act"), as amended from time to time.

8.2 Publisher represents and warrants that, with respect to any email containing or promoting a Posting that Publisher "initiates" or "sends" (as those terms are defined by the CAN-SPAM Act), it will fully comply with the CAN-SPAM Act, all rules and official guidance promulgated by the Federal Trade Commission pursuant to the CAN-SPAM Act, the Federal Communications Commission's rules and orders regulating the transmission of commercial email to wireless devices, and all other applicable laws, rules and regulations. Without limiting the generality of the foregoing requirement, Publisher will comply with the following requirements with respect to any email containing or promoting a Posting that Publisher initiates or sends:

- (i) the "FROM" line shall clearly and accurately identify the sender or company that is "sending" or "initiating" the e-mail (as those terms are defined by the CAN-SPAM Act). Notwithstanding the foregoing requirement, Publisher shall not place the name of the Advertiser, the subject of the advertisement or any false or misleading information in the FROM line;

- (ii) the "SUBJECT" line must be reasonably related to the subject matter of the message;

- (iii) the email must contain a clearly displayed, labeled, and functioning (for at least thirty days after the message is sent) unsubscribe link for both the Publisher and Advertiser. Each unsubscribe link must provide for a universal unsubscribe from receipt of commercial email from Publisher and/or Advertiser, such that any request for removal via the link results in removal from all of Publisher's and/or Advertiser's lists, as applicable. Each link must require the message recipient to do no more than visit a single web page (and not submit any information other than email address) in order to unsubscribe;

- (iv) the email must include a statement that identifies the email as a commercial solicitation. This may be in the header, body or footer of the email; and

- (v) the email must contain a valid postal address for the sender. This postal address should be listed at the top or bottom of each email.

8.3 Publisher will comply with the following additional requirements:

- (i) Publisher may only deliver emails to individuals who have provided consented to receive email offers;

- (ii) in the event of a spam complaint, Publisher will provide the following information to the filer of the complaint within one (1) business day of receipt of the complaint:

- (a) the website at which the filer of the complaint signed up;

- (b) a link to the privacy policy of the sign up site evidencing a privacy policy which clearly indicates the filer of the complaint has given permission to the publisher to receive email offers;
- (c) the date the filer of the complaint signed up (and the time if available); and
- (d) the I.P. address from which the filer of complaint signed up.

8.4 If PartnerWeekly determines in its sole discretion that Publisher has violated this Section 8 of the Agreement, PartnerWeekly will terminate Publisher, with or without notice, and any commission fees earned but not yet paid will be forfeited by Publisher. All decisions by PartnerWeekly are final.

8.5 Publisher acknowledges that it is PartnerWeekly's policy to comply with government investigations under the CAN-SPAM Act.

9. Use of Consumer Data

9.1 Publisher will conspicuously post its privacy policy on the Publisher Site. Publisher represents and warrants that the consumer has affirmatively agreed to its privacy policy and that its privacy policy: (i) fully and accurately describes its information collection, use and disclosure practices with respect to the Publisher Site, including, without limitation, the fact that Publisher shares users' personal information with PartnerWeekly and/or Advertiser, as applicable; and (ii) complies with all applicable laws and regulations. Publisher further represents and warrants that it will at all times comply with its posted privacy policy. Publisher shall only use Consumer Data, as defined in Section 1.1 of this Agreement, in accordance with the express consent received from the consumer and as set forth in Publisher's posted privacy policy. Once the Consumer Data is provided to PartnerWeekly, Publisher acknowledges and agrees that PartnerWeekly shall retain the right to all Consumer Data and shall be authorized to utilize and market to all Consumer Data.

10. REPRESENTATIONS AND WARRANTIES

10.1 In addition to its other representations and warranties contained in this Agreement, Publisher represents and warrants to PartnerWeekly that:

- (i) Publisher has all power, authority and capacity to enter into this Agreement (including that each individual executing this Agreement has reached the age of legal majority in his or her jurisdiction) and has duly and validly authorized this Agreement.
- (ii) Publisher maintains all necessary licenses and registrations to engage in the activities contemplated under this Agreement.
- (iii) In providing services and fulfilling its obligations pursuant to this Agreement, Publisher shall comply with all applicable federal, state and local laws, rules and regulations and the terms of this Agreement.
- (iv) Publisher's Site and marketing materials shall: (i) not infringe upon the privacy, publicity, intellectual property or other rights of any person or entity; (ii) not contain discriminatory or hate-mongering content; (iii) not contain or promote gratuitous violence, obscenity, or profanity; (iv) not contain material that is defamatory or libelous; (v) not promote any illegal activity, including but not limited to gambling, use of illegal substances, software piracy, or hacking; and (vi) not contain or promote pornography or spoof, or redirect, traffic to or from any adult-oriented websites.
- (v) The Consumer Data was obtained in compliance with all applicable laws, rules, regulations, and privacy policies, and in conjunction with industry standards, and Publisher's sharing of the Consumer Data with PartnerWeekly shall not violate any applicable law, rule, regulation, or representation made to the relevant consumer(s).
- (vi) Publisher shall not transmit any financial or other personally identifiable information from any New York consumer.
- (vii) Publisher shall comply with the best practices as adopted by the Online Lender's Alliance, including any updates and amendments thereto (<http://www.onlinelendersalliance.org>).

- (viii) Publisher shall be solely responsible for the handling, storage and transmission of Consumer Data it provides to PartnerWeekly. Publisher shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards to (a) insure the security and confidentiality of the Consumer Data; (b) protect against anticipated threats or hazards to the security or integrity of the Consumer Data; and (c) protect against unauthorized access or use of the Consumer Data. Without limiting the generality of the foregoing, Publisher shall implement controls substantially similar or in material compliance with SAS-70, SSAE 16, or any similar successor standard for the processing of transactions using Consumer Data. In the event of any suspected or actual compromise of Consumer Data, Publisher shall notify PartnerWeekly within twenty-four (24) hours.
- (ix) For all Consumer Data Publisher provides to PartnerWeekly, it shall maintain accurate records of consumer consents it receives for the Consumer Data. Such records shall include, but are not limited to, copies of the consumer consent language the consumer agreed to, the website where such consent was obtained, copies of any opt-ins agreed to by the consumer, copies of notices Publisher provides to consumers that credit checks may be obtained by any "credit reporting bureau" as defined under the Fair Credit Reporting Act and are not just limited to the larger bureaus (i.e., TransUnion, Equifax, Experian), and the time date stamp when Publisher received the Consumer Data and the consumer agreed to the provided consents. Publisher shall provide copies of such records to PartnerWeekly upon request.
- (x) Publisher shall fully comply with the Telemarketing and Consumer Fraud and Abuse Prevention Act of 1994, the Telemarketing Sales Rule ("TSR") as amended, and the Telephone Consumer Protection Act of 1991 ("TCPA").
- (xi) Neither Publisher, nor any party from which it receives redirects, leads or consumer information (a "Lead"), will provide any Lead to PartnerWeekly, that is generated using autodialed or prerecorded calls or text messages, without first separately obtaining prior express written consent from each applicable individual, as required by the TCPA and applicable law.
- (xii) Publisher shall immediately notify PartnerWeekly if Publisher receives notice of any complaints, inquiries or investigations related to the subject matter of this Agreement, and immediately remedy same.
- (xiii) Publisher shall obtain contractual guarantees from any Sub-Publisher(s) it utilizes, that are the same or substantially similar to, but no less stringent, than those contained in this Agreement and any IO(s). Furthermore, Publisher shall periodically audit such Sub-Publisher(s) to ensure that Sub-Publisher(s) is in compliance with the contractual requirements.
- (xiv) Publisher conducts due diligence verifications, in accordance with industry best practices, of each Sub-Publisher, including but not limited to, verifying that there are no pending formal or informal government investigations or prosecutions against the Sub-Publisher by the Federal Trade Commission, any other federal or state governmental or regulatory body or agency, or any industry regulatory authority. Such due diligence review shall be repeated at least annually for as long as Publisher maintains a relationship with Sub-Publisher. Without limiting any of PartnerWeekly's rights, Publisher's failure to conduct a due diligence review of any Sub-Publisher as specified herein may result in termination of this agreement by PartnerWeekly.

11. CONFIDENTIAL INFORMATION.

11.1 The term "Confidential Information" shall mean: (i) any and all information which is disclosed by either party ("OWNER") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including

information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

11.2 Owner's Confidential Information shall be treated as strictly confidential by Recipient, and Recipient shall protect and preserve its confidential nature. Recipient shall not directly or indirectly disclose any Confidential Information to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know" or upon the express written consent of the Owner. This clause shall be enforceable during the Term of this Agreement and will continue to remain enforceable after the termination or expiration of this Agreement. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or the use of Confidential Information; or (e) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, provided that the Recipient immediately notifies the Owner of such requirement so that the Owner may attempt to obtain a protective order either restricting or preventing such disclosure, and the Recipient cooperates with the Owner to resist such disclosure and protect its rights in the Confidential Information..

11.3 The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to the other that all copies of Confidential Information in any form in its possession or control, including partial copies, have been destroyed, returned to Owner, or used solely as the Owner so directs.

12. INDEMNIFICATION

12.1 Publisher shall defend, indemnify and hold harmless PartnerWeekly and Advertisers from and against all claims, suits, demands, damages, liabilities, losses, penalties, civil fines, interest settlements, judgments, costs and expenses, including reasonable attorneys' fees, incurred, claimed or sustained by PartnerWeekly or Advertiser arising directly or indirectly from (i) Publisher's breach or non-compliance with any term of this Agreement; (ii) Publisher's violation or alleged violation of any law, statute, regulation, or ordinance arising from Publisher's activities in connection with this Agreement; (iii) Publisher's participation in the Publisher Program; (iv) any claim that PartnerWeekly is obligated to pay any tax in connection with payments made to Publisher; (v) any violation or alleged violation by Publisher of any rights of another, including breach of another's privacy or intellectual property rights; and (vi) the Publisher's Site.

13. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY

13.1 PARTNERWEEKLY'S SERVICE IS PROVIDED ON AN AS IS BASIS AND PARTNERWEEKLY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PUBLISHER PROGRAM, ANY OF ITS PRODUCTS OR SERVICES, POSTINGS (INCLUDING ANY CREATIVE), ADVERTISER PRODUCTS OR SERVICES, OR ANY OF PARTNERWEEKLY'S SITES (INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, PARTNERWEEKLY MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF ITS SITES OR ORDERING PAGES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PARTNERWEEKLY WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

13.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, PARTNERWEEKLY WILL NOT BE LIABLE TO PUBLISHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA OR SERVICES, ARISING IN CONNECTION WITH THIS AGREEMENT, THE PUBLISHER PROGRAM, OR THE PARTNERWEEKLY PRODUCTS OR SITES, HOWEVER CAUSED, REGARDLESS OF WHETHER SUCH DAMAGES WERE

FORESEEABLE OR WHETHER PARTNERWEEKLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FURTHER, PARTNERWEEKLY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PUBLISHER PROGRAM, OR THE PARTNERWEEKLY PRODUCTS OR SITES, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE TOTAL COMMISSION FEES PAID TO THE PUBLISHER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

13.3 Benefit of the Bargain. The limitation of liability set forth in this Section 13 and the indemnification obligations set forth in Section 12 are an essential element of the benefit of the bargain reflected in this Agreement.

14. GENERAL MATTERS

14.1 Entire Agreement. This Agreement sets forth the entire understanding of both parties hereto with respect to its subject matter and supersedes any and all previous contracts and covenants between both parties whether written or oral, with respect to such subject matter. This Agreement includes any Publisher Program Insertion Order(s) entered into by Publisher and PartnerWeekly. In the event of any inconsistency between an Insertion Order and the Agreement, the terms of this Agreement shall govern.

14.2 Governing Law; Venue. It is mutually understood and agreed that this Agreement shall be understood and interpreted in all respects according to the law of the State of Nevada. Furthermore, it is understood that this Agreement shall be treated as though it were executed in the County of Clark in the State of Nevada, and to have been performed in the County of Clark in the State of Nevada. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the Courts located in the County of Clark in the State of Nevada.

14.3 The Parties' Relationship. Each party is an independent contractor and not a partner, joint venturer or employee of the other. Publisher will not make any statement, whether on the Publisher's Site or otherwise, that would cause confusion as to PartnerWeekly's or any Advertiser's relationship with Publisher or otherwise contradict anything in this Section.

14.4 Notices. All notices will be sent to the address or other contact information submitted by Publisher when signing up for the service by certified mail, fax, email or courier. All notices to PartnerWeekly shall be sent to 7455 Arroyo Grande Suite 220, Las Vegas, NV 89113, Attn: Legal Department.

14.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

14.6 Force Majeure. Neither party will be liable to the other by reason of its failure to perform or its delay in the performance of its obligations hereunder as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, including but not limited to Acts of God, fires, storms, wars, governmental action, labor conditions, earthquakes, natural disasters, and interruption in internet service.

14.7 Dispute Resolution. Should a dispute arise between the parties, the Dispute shall be referred by each party to an officer/manager of its respective company with authority to settle the dispute and the two shall meet in an attempt to resolve the dispute.

14.8 Captions. Captions contained in the Agreement are for reference purposes only and are not part of the Agreement.

14.9 Digital Signatures. In the event that PartnerWeekly is required to digitally sign or agree to additional terms when using Publisher's web site, whether before or after the execution date of this Agreement, both Publisher and PartnerWeekly acknowledge and agree that such digital agreement is inconsequential and in no way binding, that it is the result of a technical requirement, which cannot quickly be altered. Therefore, any terms which appear on

Provider's website shall be disregarded and deemed ineffective, being superseded by this Agreement.

14.10 Neither Party Considered the Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

14.11 Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent breach or default of that or any other provision. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

14.12 Assignment. This Agreement may not be assigned or otherwise transferred by Publisher without the express written consent of PartnerWeekly.

14.13 Survival. The provisions of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination of this Agreement shall survive any termination of this Agreement. Without limiting the foregoing, Sections 11, 12 and 13 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this day of , 20 .

PUBLISHER:

PARTNERWEEKLY, LLC

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Date: _____

Legal Approval

Approver: _____