



ONLINE ADVERTISING TERMS & CONDITIONS

Including but not limited to; Paid Search Engine Placement, Social Media, Distributed Video, Reputation Management & Related Products - A Pivotal Strategies Consultancy Corp. and/or d.b.a.- Strategic Legal Web

The APSCC and SMW Online Advertising Agreement (the "Agreement"), including the Insertion Order, shall be governed by the following Standard Terms and Conditions:

1. Advertising Agencies. If Advertiser is using an advertising agency for the purposes of the Agreement, Advertiser and such agency (the "Agent") shall be jointly and severally liable hereunder, and Company may pursue any applicable remedies in the event of default of The Agreement (including any under- or non-payment) against Agent or Advertiser or both without any requirement of first seeking a remedy from one or the other. The Agreement renders void any statements concerning liability which may appear on correspondence from Agency or Advertiser. Advertiser and Agent further agree that Company does not and will not accept advertising orders or space reservations claiming sequential liability. The person or entity signing this contract on behalf of Advertiser warrants that such person or entity is duly authorized and has the full power to bind Advertiser to this contract, and agrees to indemnify and hold Company, A Pivotal Strategies Consultancy Corp. and their subsidiaries and affiliated companies, and all of their respective employees, officers, directors, agents, successors and assigns, harmless from any and all claims, losses, damages or costs (including reasonable attorneys' fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission or other payment due to Agent.
2. Expenses. All expenses connected with the delivery of advertising material or other web content to Company and the return of such materials from Company (if return is directed in writing by Advertiser) shall be paid by Advertiser. Company may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made.
3. Ownership. All advertising material or other content that represents and/or utilizes the creativity, illustration, labor, composition or material furnished by Company is the property of Company, including all rights of copyright therein. Advertiser may not authorize the use of such material in any medium without Company's prior written consent.
4. User Information. Any user or usage data or information collected via Company's Sites or related to Company's Sites shall be the property of Company. Advertiser shall have no rights in such information by virtue of the Agreement. Any user or usage data or information collected via a PAY or FREE SITE related to a PAY or FREE SITE shall be the property of APSCC/SMW.



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5. Technical Quality. Company shall not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Company in the proper form, in a timely manner, or in an acceptable technical quality for display on the Company Sites and OR ANY OTHER FOR PAY or FREE SITE. The Agreement cannot be invalidated, and Company will not be liable for, typographical errors, incorrect insertions or omissions in any Advertisement displayed pursuant to the Agreement or omitted from display.

6. Default by Advertiser. Company may terminate the Agreement at any time upon notice to Advertiser in the event of default by Advertiser in the payment of any invoice or any other breach of the Agreement. Upon such termination, all charges for services completed hereunder shall become immediately due and payable, including interest on any sums not paid when due, as provided herein. Notwithstanding anything in the Agreement to the contrary, any termination or cancellation of the Agreement shall not release Advertiser from its obligation to pay for all Advertisements that have been displayed on the Company's Site(s), OR ANY OTHER FOR PAY or FREE SITE, or for other charges as provided herein incurred prior to the date such termination or cancellation becomes effective. In addition to any of Company's rights and remedies under the Agreement or this Section 7, if Advertiser fails to timely pay as provided for in the Agreement, Advertiser agrees to indemnify the Company for all expenses incurred in connection with the collection of amounts payable under the Agreement, including interest, court costs and attorneys' fees.

7. Failure to Display Advertising Material. Company is not required to display any Advertisement or other material for the benefit of any person or entity other than Advertiser. If, for reasons beyond Company's control, including, but not limited to, legal restrictions, acts of God, labor disputes, force majeure, necessity, mechanical or electronic failure, there is an interruption or omission of the display of any Advertisement(s) or other material contracted to be displayed hereunder, Company may suggest a substitute time period for the display of the interrupted or omitted Advertisement or material or run the Advertisements in a different position on the Sites or OR ANY OTHER FOR PAY or FREE SITE, as applicable. Alternatively, in cases where Advertiser is paying on a fixed fee basis or has paid in advance, and if no such substitute time period is acceptable to Advertiser in Advertiser's good faith business judgment, Company shall provide a "make good" reduction in the amount of fees due to Company (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted display of Advertisement(s) or other material. Such substitution in time period or placement of



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the Advertisement or reduction in fees shall be Advertiser's sole remedy for any failure to display advertising material and Company shall have no further liability.

8. Removal or Change of Content on the Site(s). Company, in its sole discretion, may remove or revise its Sites, including the Sites' content, nature, design, and/or organization, during the term of the Agreement. If any such revision materially alters the value of the Advertisement(s) on such Site(s), Company will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected Advertising due to such revision, Advertiser may cancel the Agreement with respect to the affected Advertisement(s) and shall not have to pay (or shall receive a refund) for Advertisements not displayed due to such cancellation. Such cancellation shall be Advertiser's sole remedy and Company shall have no further liability whatsoever. Company may also change the URL for any Company Site upon reasonable notice to Advertiser.

9. Monthly Fees and Rates: The Fee, as detailed on the Online Advertising Agreement includes all fees and costs associated with setup, administration, support and frequency of ad impressions across various online and social media properties. Setup, administration and all costs associated with management of the online advertising campaign will not exceed 50% of the total amount stated in the agreement. Company reserves the right to increase its rates under the Agreement from time to time upon at least 30 days prior written notice to Advertiser. If Advertiser objects to such rate increases, it shall have the option to discontinue display of Advertiser's material on the Site(s) by giving written notice to Company prior to the effective date of such increase. Advertiser's right to discontinue the display of its Advertisement(s) or other material shall be its sole remedy in the event of such rate increase. If Advertiser does not discontinue display of its Advertisements, then Advertiser shall be subject to the increased rate.

10. Short Rates. Short rates will apply to cancelled buys to the degree stated in the Agreement or Insertion Order.

11. Reservation of Rights. Company may, in its sole discretion, edit, reject or remove from its Sites, at any time, any Advertisement or other material submitted by Advertiser or Agent, or place the Advertisement in any Company and/or ANY OTHER FOR PAY or FREE SITE advertising classification or section that Company and/or ANY OTHER FOR PAY or FREE SITE deems appropriate.

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12. Representations and Warranties. Advertiser represents and warrants that all advertising or other material it supplies to Company (a) is original and shall comply with all applicable laws, rules, and regulations, and (b) does not contain libelous or slanderous material, or violate the personal or proprietary rights of any person or other entity (including without limitation rights of copyright, trademark, privacy or publicity).

13. Indemnity. Advertiser will indemnify and hold Company, A Pivotal Strategies Consultancy Corp., d.b.a - Strategic Medical Web, any other entities that own or operate any of the Distribution Networks and each of their respective subsidiaries and affiliated companies, employees, officers, directors, agents, sites vendors, third party service providers, and third parties distributing Advertisements via the Distribution Network, (each an "Indemnified Party"), harmless against all claims, losses, damages, and costs (including reasonable attorneys' fees), that are incurred by them in connection with or resulting from (a) any Advertisement or other material of Advertiser, or any website(s) or material(s) that can be linked to through an Advertisement on the Sites (including without limitation claims that the Advertisement or material contains libelous or slanderous material, or violates applicable law or the personal or proprietary rights of any person or other entity, or claims based on Advertiser's negligence or strict liability for a defective product), or (b) the breach of any representation or warranty made by Advertiser in the Agreement. Advertiser shall defend at its own expense any litigation instituted by any person or entity against an Indemnified Party resulting from a claim covered by the preceding sentence. An Indemnified Party shall have the right, at its option, to defend such litigation jointly with Advertiser. The Advertiser may not agree to any settlement that imposes any obligation or liability on an Indemnified Party without such party's prior express written consent.

14. DISCLAIMER; LIMITATION OF LIABILITY. COMPANY AND OR ANY OTHER FOR PAY OR FREE SITE MAKE NO WARRANTIES EXPRESS OR IMPLIED, AND COMPANY SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS OR SPECIAL OR CONSEQUENTIAL DAMAGES, CAUSED BY OR ARISING OUT OF, EITHER DIRECTLY OR INDIRECTLY, ANY BREACH BY COMPANY OR OR ANY OTHER FOR PAY OR FREE SITE OF ANY OF THE TERMS OF THE AGREEMENT, OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISEMENT OR OTHER MATERIAL DISPLAYED ON COMPANY'S OR ANY OTHER FOR PAY OR FREE SITE'S SITES, THE MANNER IN WHICH ANY MATERIAL IS DISPLAYED ON COMPANY'S OR OR ANY OTHER FOR PAY OR FREE SITE'S SITE(S), OR THE FAILURE TO DISPLAY ANY ADVERTISEMENT OR OTHER MATERIAL ON COMPANY'S OR OR ANY OTHER FOR PAY OR

**2385 NW Executive Center Drive, Suite 100 Boca Raton, FL 33431**

**Main: 800.508.4489 Fax: 888.308.2926**

**April 27, 2015**



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FREE SITE'S SITE(S). SPECIFICALLY, AND WITHOUT IN ANY WAY LIMITING THE FOREGOING, COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY ADVERTISEMENT(S) OR OTHER MATERIAL WILL BE DISPLAYED ON COMPANY'S OR OR ANY OTHER FOR PAY OR FREE SITE'S SITE WITHOUT INTERRUPTION OR ERROR. IN NO EVENT SHALL COMPANY'S OR OR ANY OTHER FOR PAY OR FREE SITE'S LIABILITY FOR ANY REASON OR UNDER ANY THEORY EXCEED THE AMOUNT PAID TO IT BY ADVERTISER UNDER THE INSERTION ORDER.

15. Level of Audience. Unless otherwise specified in the Agreement, Company does not guarantee any minimum level of audience, or minimum number of impressions or click-throughs with respect to the Advertisement(s) or other material provided by Advertiser.

16. Extension. Upon the written agreement of the parties, the Agreement may be extended to cover additional Advertisements, material or time periods upon the same terms and conditions.

17. Third Party Beneficiaries. The disclaimers and limitations of liability made by Company, and the representations and warranties made by Advertiser in the Agreement shall apply to Company's vendors and OR ANY OTHER FOR PAY or FREE SITE as intended third party beneficiaries of the Agreement.

18. Photo Releases. Photographs of individuals to be used in advertising must be accompanied by a signed release from the individual permitting the use of the photograph(s). Release forms are available from your account executive.

19. Notices. Any notice required or permitted under the Agreement shall be in writing and shall be delivered to the contact person listed on the Insertion Order by hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized express courier. Such notice will be deemed to have been given as of the date it has been so delivered or deposited, or five days after it has been mailed.

20. Credit Check. The terms of the Agreement may be subject to a satisfactory credit check on Advertiser and/or Agent. Company may request advance payment for any Advertisement(s) or other material provided by Advertiser or Agent if periodic credit checks are not satisfactory.

21. Billing Credits. Any claims by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to the Company within ninety (90) days of the invoice date or the claim will be waived.



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22. Taxes. In the event that any federal, state or local taxes are imposed on the display of Advertiser's Advertisements or its other material on the Site(s), such taxes shall be assumed and paid by Advertiser.

23. Assignment. The Agreement may not be assigned or transferred by Advertiser without the prior written consent of Company.

24. Waiver. Failure of Company to enforce any provision of the Agreement shall not be construed as a general relinquishment or waiver as to that provision or any other provision hereof.

25. Governing Law. The Agreement is governed by the laws of the State of Florida, without reference to its conflict of law rules.

26. Force Majeure. If any party is prevented from performing any of its obligations due to any cause beyond the party's reasonable control, including, without limitation, fire, war, strike, riot, labor dispute, change of law, government policy or regulation, or an act of God, that party's performance will be excused for the period of the delay or inability to perform due to such occurrence. Should such party's inability to perform continue for more than thirty (30) days, the other party shall have the right to immediately terminate the Agreement.

27. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision to that extent necessary shall be severed from the Agreement (but, to the extent permitted by law, not otherwise), and shall not affect the remainder hereof, and the parties agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

28. Waiver of Jury Trial. Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to the Agreement.

29. Entire Agreement. The Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior agreements. No change or modification of any of the terms and provisions of the Agreement shall be effective unless made in writing and signed by both parties. Any language contained in any letter, purchase order or other form relating to the subject matter for the Agreement shall be of no force or effect. The Company's advertising sales or customer representatives are not authorized to amend or modify the terms of the Agreement, or modify rates either orally or in writing.

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30. Miscellaneous. All capitalized terms not defined in these Terms and Conditions will have the meaning set forth in the Insertion Order. In the event of any conflict between these Terms and Conditions and the terms of any Insertion Order, the Terms and Conditions shall prevail. Nothing in the Agreement limits the ability of either party to enter into other agreements with third parties with respect to arrangements similar in nature to or the same as those covered under the Agreement. Sections 1, 3, 4, 5, 6, 7, 12, 13, 14, 15, 17, and 18 shall survive any expiration or termination of the Agreement.