

## MOBILE ADVERTISING CONTRACT & TERMS FOR U2NITE MOBILE APPLICATION (“APP”)

### **Wildtrolls Ltd. & Co KG’s Right To Reject, Cancel or Terminate Orders**

Wildtrolls Ltd. & Co KG reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy and image, whether or not the same has already been acknowledged and/or previously published, displayed, performed or transmitted (collectively referred to herein as “Published” or “Publish”), including, but not limited to, for reasons relating to the content of the advertisement. In the event of such cancellation or rejection by Wildtrolls Ltd. & Co KG, advertising already run shall be paid for at the rate that would apply if the entire order were Published and no short rate will apply.

In addition, Wildtrolls Ltd. & Co KG reserves the right to (i) remove from its Websites and App advertisements containing matter that subscribers have deemed objectionable; and (ii) implement blocking technology (including geo-blocking technology) in connection with its Websites and App.

Wildtrolls Ltd. & Co KG, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Wildtrolls Ltd. & Co KG terminate its relationship with Advertiser and/or Agency, a short-rate may apply and all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Wildtrolls Ltd. & Co KG may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Wildtrolls Ltd. & Co KG on behalf of Advertiser or any other client, and/or (b) refuse to Publish any or all of Advertiser’s advertising.

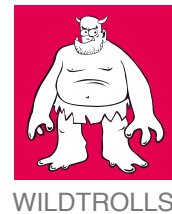
### **Advertiser’s Failure to Run Advertising/Short-Rate**

All agreements for advertising frequency discounts require that the specified number of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser’s or its Agency’s cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified number of advertisements, or if at any time Wildtrolls Ltd. & Co KG in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a short-rate. In such event, Advertiser and/or Agency must reimburse Wildtrolls Ltd. & Co KG for the short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually Published and paid for) within 30 days of invoice therefore and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Wildtrolls Ltd. & Co KG in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising frequency discount adjustments for advertising run in excess of specified schedule) will only be earned if all advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. Unused advertising credits will expire six months after the end of the period in which they were earned.

### **Restrictions on Advertiser’s Ability to Cancel Advertising Orders**

A. Option on special placement & non standard Ad sizes

Options on page positions, special placement & non standard Ad sizes, must be exercised at least 20 days prior to closing date. If an order is not received by such date, this option automatically lapses. Orders for all inside advertising units are non-cancelable less than 15 days prior to closing date. Orders for all Wildtrolls Ltd. & Co KG-produced inserts are non-cancelable. If, however, Wildtrolls Ltd. & Co KG



agrees to cancel an existing order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser.

#### B. Labeling of Advertisements

Advertisements that simulate editorial content must be clearly identified and labeled “ADVERTISEMENT” or “PROMOTION” or “SPECIAL ADVERTISING SECTION” at the top of the advertisement, and Wildtrolls Ltd. & Co KG may, in its discretion, so label such copy.

#### C. Inserts

An accurate copy of any insert must be submitted to Wildtrolls Ltd. & Co KG for review prior to the publishing of the ad. Wildtrolls Ltd. & Co KG’s review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. Wildtrolls Ltd. & Co KG is not responsible for errors or omissions in the inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Wildtrolls Ltd. & Co KG arising out of Advertiser and/or Agency’s failure to deliver faulty inserts to Wildtrolls Ltd. & Co KG’s specifications. In the event that Wildtrolls Ltd. & Co KG is unable to Publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall remain liable for the space cost of such insert.

#### D. Errors in or Omissions of Advertisements

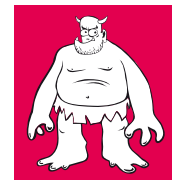
In the event of Wildtrolls Ltd. & Co KG’s errors in or omissions of any advertisement(s), Wildtrolls Ltd. & Co KG’s liability shall be limited to a credit of the amount paid attributable to the space of the error (in no event shall such credit exceed the total amount paid to Wildtrolls Ltd. & Co KG for the advertisement), and Wildtrolls Ltd. & Co KG shall have no liability unless the error/omission is brought to the Wildtrolls Ltd. & Co KG’s attention no later than 30 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Wildtrolls Ltd. & Co KG shall have no liability. In no event will Wildtrolls Ltd. & Co KG have any liability for errors or omissions caused by force majeure or errors in key numbers, nor will Wildtrolls Ltd. & Co KG have any liability for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like.

#### E. Trademarks

The titles and logos of the Websites and App Published or used by Wildtrolls Ltd. & Co KG are registered trademarks and/or trademarks protected under common laws. Neither the titles nor the logos may be used without the express written permission of Wildtrolls Ltd. & Co KG.

#### F. Warranties; Indemnification

Advertiser and its Agency, if there be one, each represent and warrant that: (i) Advertiser’s websites, mobile sites, applications, and/or similar services that are associated with advertising purchased under an IO shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, an accurate privacy policy (and Advertiser shall not violate the terms of such disclosures); and (ii) any advertising or other material submitted by Advertiser or Agency complies with all applicable laws and regulations and does not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. (Advertiser understands that the audience of Wildtrolls Ltd. & Co KG’s Websites is world wide. The same applies to the u2nite app if no geographic restrictions is specified when booking the advertisement). As part of the consideration to induce Wildtrolls Ltd. & Co KG to Publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Wildtrolls Ltd. & Co KG, and its employees and representatives, against any and all liability, loss, damage, and expense of any nature, including attorneys’ fees (collectively, “Losses”) arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing,



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publishing, displaying, performing, distributing or transmitting of such advertisement; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Wildtrolls Ltd. & Co KG; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or personal information; (d) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and/or (e) a breach or alleged breach of its covenants, warranties and obligations under these advertising rate card contract terms and conditions. If the Wildtrolls Ltd. & Co KG participated in the creation of an advertisement, the Wildtrolls Ltd. & Co KG will indemnify Advertiser in connection with potential claims only to the extent it has agreed to do so in writing.

#### G. Responsibility for Payment of Advertising Bills

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes Wildtrolls Ltd. & Co KG, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Wildtrolls Ltd. & Co KG shall constitute an account stated unless written objection thereto is received by Wildtrolls Ltd. & Co KG within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Wildtrolls Ltd. & Co KG. The rights of Wildtrolls Ltd. & Co KG shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Wildtrolls Ltd. & Co KG for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

#### H. No Assignment of Advertising

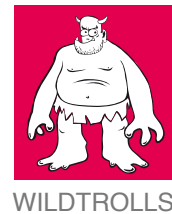
Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by Wildtrolls Ltd. & Co KG, nor may Advertiser or Agency authorize any others to use any advertising space.

#### I. Republication of Advertisements

Advertiser and Agency agree that any submitted advertisements Published, may, at Wildtrolls Ltd. & Co KG's option, be republished, re-performed, retransmitted or otherwise reused by Wildtrolls Ltd. & Co KG or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. The copyright in any advertisement created by Wildtrolls Ltd. & Co KG is owned by Wildtrolls Ltd. & Co KG and may not be otherwise used by Advertiser or third parties without Wildtrolls Ltd. & Co KG's prior written consent.

#### J. Advertising Rates

Wildtrolls Ltd. & Co KG's Website rates contained in advertising orders that vary from the rates established by Website for Advertiser shall not be binding on Website and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Wildtrolls Ltd. & Co KG's Online and App rates and units of space are effective at booking date. Announcement of any changes in rates will be made thirty (20) days in advance of the closing date affected by such new rates. Advertising online or in App thereafter will be at the rates then prevailing.



#### K. Terms of Sale

An agency commission of 15% will be allowed for recognized agencies. Payment is due ten (10) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first 10 days of the advertising campaign. Interest may, at Wildtrolls Ltd. & Co KG's discretion, be charged at a rate of 1.5% per month on past due balances. Wildtrolls Ltd. & Co KG may at its option require cash in advance with order or change payment terms.

#### L. Choice of Law and Forum

All issues relating to advertising will be governed by the laws of the Federal Republic of Germany applicable to contracts to be performed entirely therein. Any action brought by Advertiser against Wildtrolls Ltd. & Co KG relating to advertising must be brought Federal Republic of Germany. The legal venue is Munich, Germany. The parties hereby consent to the exclusive jurisdiction of the Federal Republic of Germany in connection with actions relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

#### Entire Agreement

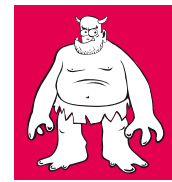
The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between Wildtrolls Ltd. & Co KG and Advertiser and/or Agency. Wildtrolls Ltd. & Co KG has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Wildtrolls Ltd. & Co KG, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Wildtrolls Ltd. & Co KG. Failure by Wildtrolls Ltd. & Co KG to enforce any of these provisions shall not be considered a waiver of such provision.

#### Additional terms and conditions applicable to Wildtrolls Ltd. & Co KG's Websites and App

For the purpose of clarification, the terms and conditions set forth in Sections A through L above apply to all advertisements Published in Wildtrolls Ltd. & Co KG's Websites and App. In addition, the following terms and conditions ("Additional Terms") shall apply to all advertisements Published on Wildtrolls Ltd. & Co KG's Websites and App as provided below. To the extent the Additional Terms directly conflict with or are inconsistent with Sections A through L above, the Additional Terms shall govern with respect to Wildtrolls Ltd. & Co KG's Websites and App.

#### M. Impression Guarantees and Calculations

Wildtrolls Ltd. & Co KG makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Wildtrolls Ltd. & Co KG's Websites or App or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Wildtrolls Ltd. & Co KG expressly agrees otherwise in writing. In addition, all impressions and/or other measurements of advertisements for Wildtrolls Ltd. & Co KG's Websites and App shall be based solely on Wildtrolls Ltd. & Co KG's calculations for its Websites and App. Unless otherwise agreed to in writing by Wildtrolls Ltd. & Co KG, Wildtrolls Ltd. & Co KG will bill for the advertising on Wildtrolls Ltd. & Co KG's Websites based on such Websites' own ad delivery numbers ("DFP numbers"); and, if applicable, Wildtrolls Ltd. & Co KG has the right to bill for advertising in Wildtrolls Ltd. & Co KG's App based on its DFP numbers. In the event Wildtrolls Ltd. & Co KG and Advertiser agree in writing that certain ads will be billed based on ad delivery numbers other than the applicable Website's (and/or App's) own DFP numbers (i.e., third party numbers), Wildtrolls Ltd. & Co KG will bill for such ads based on such third party numbers as long as the delivery discrepancy from third party numbers and DFP numbers is less than ten percent (10%). In the event that a difference of ten percent (10%) or more arises, both Wildtrolls Ltd. & Co KG and Advertiser/Agency agree to use reasonable efforts to reconcile the difference and come to a mutually agreed upon solution. If an agreement cannot be reached or if Advertiser fails to provide its third party ad delivery numbers within ten (10) business days after the end of each month of its ad campaign, Wildtrolls Ltd. & Co KG reserves the right to bill Agency/Advertiser at a delivery rate of



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ninety percent (90%) of DFP numbers. To the extent Wildtrolls Ltd. & Co KG fails to provide Advertiser with the number of impressions guaranteed (if applicable) on its Websites or App, Wildtrolls Ltd. & Co KG will provide as a sole remedy a make-good, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered. For purposes of clarification, Advertisers that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under-delivery of guaranteed impressions (if applicable).

#### N. Errors in or Omissions of Advertisements

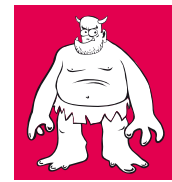
In the event of Wildtrolls Ltd. & Co KG's errors in or omissions of any advertisement(s) on its Websites or App (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Wildtrolls Ltd. & Co KG's sole liability shall be limited to a credit of the amount paid attributable to the space of the error (in no event shall such credit exceed the total amount paid to Wildtrolls Ltd. & Co KG for the advertisement), and Wildtrolls Ltd. & Co KG shall have no liability unless the error/omission is brought to the Wildtrolls Ltd. & Co KG's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Wildtrolls Ltd. & Co KG shall have no liability. In the event of a suspension of Wildtrolls Ltd. & Co KG's Websites or App due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood or any other cause or contingencies or force majeure beyond the reasonable control of Wildtrolls Ltd. & Co KG, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give Wildtrolls Ltd. & Co KG the option to cancel any advertising agreement, or if Wildtrolls Ltd. & Co KG does not do so, b) upon resumption of Wildtrolls Ltd. & Co KG's Websites and/or App, the agreement shall be continued and Wildtrolls Ltd. & Co KG will have no liability for any errors or omissions or any damages caused by such suspension. In no event will Wildtrolls Ltd. & Co KG have any liability for errors in key numbers, nor will Wildtrolls Ltd. & Co KG have any liability for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like.

#### O. Restrictions on Advertiser's Ability to Cancel Advertising Orders:

Orders for all advertising units on Wildtrolls Ltd. & Co KG's Websites are non-cancelable less than ten (10) days prior to the start of advertising campaign. If, however, Wildtrolls Ltd. & Co KG agrees to cancel an existing order for its Websites or App, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services.

#### P. Additional Advertiser Warranties; Indemnification

In addition to the warranties set forth in Section F above, Advertiser and its Agency, if there be one, each represent and warrant that: (i) any advertising or other material submitted by Advertiser or Agency for display on Wildtrolls Ltd. & Co KG's Websites or App, and any material to which the advertisement or other material links or refers, complies with all applicable laws and regulations and does not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. (Advertiser understands that the audience of Wildtrolls Ltd. & Co KG's Websites is world wide. The same applies to the u2nite app if no geographic restrictions is specified when booking the advertisement); (ii) none of the advertisements or other materials provided to Wildtrolls Ltd. & Co KG for display on its Websites or App cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; and (iii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Websites or App, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Wildtrolls Ltd. & Co KG's Websites or App. In addition to the indemnification obligations of Advertiser/Agency set forth in Section J above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Wildtrolls Ltd. & Co KG and its employees and representatives for Losses (as defined in Section J above) that may arise from or relate to: (a) the linkage of any advertisement on Wildtrolls Ltd. & Co KG's Websites or App to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section F.



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#### Q. Disclaimer

Wildtrolls Ltd. & Co KG DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NON INFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON Wildtrolls Ltd. & Co KG'S WEBSITES AND App. Without limiting the generality of the foregoing, Wildtrolls Ltd. & Co KG disclaims all warranties and guarantees with respect to its Websites and App, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on Wildtrolls Ltd. & Co KG's Websites or App, (b) the availability, uptime and delivery of any impressions or advertisements on any of Wildtrolls Ltd. & Co KG's Websites or App; (c) advertising results on the Websites and App; (d) the accuracy of audience data, including, but not limited to, audience demographic data, audience size/reach data, etc. with respect to the Websites and App; and (e) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Websites and App. Advertiser acknowledges that third parties other than Wildtrolls Ltd. & Co KG may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Wildtrolls Ltd. & Co KG's Websites or App. As between Advertiser and Wildtrolls Ltd. & Co KG, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website or App within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website or App. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Wildtrolls Ltd. & Co KG.

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