

XMLSERVING.COM

Publisher Agreement *(Last edit on 2012/04/30)*

ALL HOSTS MUST COMPLY COMPLETELY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. XMLServing.com RESERVES THE RIGHT TO WITHHOLD PAYMENT FROM ANY HOST THAT VIOLATES ANY OF OUR TERMS AND CONDITIONS.

This Agreement shall govern participation in the XMLServing.com publisher program. By participating in the program, you will be deemed to have agreed to these Terms and Conditions. The term 'Publisher' shall refer to any individual or entity who accepts the terms and conditions of this Agreement by submitting the Program registration. The Program is offered to you by XMLServing.com.

PAYMENT POLICY:

Standard XMLServing.com payment rate is up to 60% of the bid price paid by the advertisers. Actual payout rates may vary with Web site performance and market conditions. Publisher will be paid via PayPal or Cheque in US dollars (\$US) or Canadian Dollars (\$CAD), within fifteen working days (15) after the end-of-30-days-period. Publishers will be paid at the account level. No PayPal payments will be issued for any amounts less than \$50 USD. No Cheque payments will be issued for any amounts less than \$100 USD. Any publisher payment that is unclaimed 6 months after the issue date will not be compensated.

All unpaid earnings will roll over to the next pay period. All payments are based on actual as defined, accounted and audited by XMLServing.com. XMLServing.com reserves the absolute right not to issue payment to any accounts or publishers that violate any of the terms and conditions set forth herein.

Contact Information:

To insure timely payment, Publishers are responsible for maintaining the correct contact and payment information such as your name, address, etc associated with their accounts. This must be done online using the Publisher's account. Any and all bank/service fees associated with returned or cancelled payments due to any error in the Publisher contact or payment information are Publisher's responsibility, and will be deducted from re-payment.

Participation:

XMLServing.com shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in the XMLServing.com Network

1. The following are some examples (including but not limited to) of the type of sites that are not allowed to participate in our network:

- Sites displaying child pornography and zoosexuality, or contain links to such content
- Libelous or defamatory sites
- Sites containing or linking to software piracy
- Software trading (warez) sites
- Sites containing or linking to any forms of illegal activity (i.e., how to build a bomb, hacking, 'phreaking', etc.)
- Sites with gratuitous displays of violence, obscene or vulgar language, and abusive content or content which endorses or threatens physical harm
- Sites promoting any types of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.)
- Sites that participate in or transmit inappropriate newsgroup postings or unsolicited e-mail (spam)
- Sites promoting any types of illegal substance or paraphernalia or activity sites with illegal, false or deceptive investment advice and money-making opportunities
- Sites that are under construction or incomplete
- Sites with any types of content reasonable public consensus deems to be improper or inappropriate.

It is the publishers' sole responsibility to maintain acceptable content, as outlined in the eligibility requirements, after their acceptance to the XMLServing.com Network. Any violation of these rules will result in immediate removal from the Network. Your account will be cancelled and your payment will be null and void.

2. Company/Individual cannot artificially inflate traffic counts using (including but not limited to) any device, program or robot.

3. Each publisher may only hold one account with XMLServing.com. Publishers can have more than one URL in their account, each of which should be submitted for review prior to placing the code on each individual site.

Minimum Traffic Requirements:

Publisher must have at least total 50,000 daily impressions traffic volume from all sites under Publisher account. Any failure of meet this minimum requirement will result account suspension.

Black List Sites:

- (i) Any pay to click, read and related sites.
- (ii) Any artificially inflate traffic counts using computer programs (including scripts), device, robot, or other means.

Minimum Age Requirements:

No person under the age of 18 is allowed to participate in our program unless written permission from a parent or legal guardian, notarized, signed and dated, is faxed to 1-503-213-6300.

Code Placement:

XMLServing.com ad codes must not be modified from original format without consent from XMLServing.com. Publisher agrees to use the ad code provided for displaying advertisement not more than ONCE per page view. Ad codes may only appear on (root) URLs that XMLServing.com has reviewed and accepted for participation.

Data Reporting (Stats):

XMLServing.com is the sole owner of all Web site, campaign, and aggregate web user data collected by XMLServing.com. Publishers only have access to campaign data that is collected through the use of their inventory.

Audit:

XMLServing.com shall have the sole responsibility for calculation of Publisher earnings, including, without limitation, impressions and geographical statistics

Privacy and Opt-out: Publisher shall support XMLServing.com's commitment to protect the privacy of the online community; such commitment is set forth in XMLServing.com's Privacy Statement, which is hereby incorporated into this Agreement.

Fraud and Deception:

Publishers agree to not artificially inflate traffic counts using any programs (including scripts), device, or other means. XMLServing.com will be auditing every Publisher's traffic on a daily basis. Publishers that produce fraudulent activities, including but not limited to false impressions, will have their account permanently removed from our Network and will not be compensated for fraudulent traffic. Additionally, XMLServing.com reserves the right to register fraudulent publishers in a global ad network fraud database, for usage by other ad networks. Excessive page reloading or any other abuse of our system could result in legal action. XMLServing.com reserves the right of action for any frauds and deceptions.

Removal from Network:

In order to protect our advertising clients from any forms of fraudulent actions, we may, at our discretion, terminate any accounts that we believe violates any of our program rules or that has very low conversion ratios. We reserve the right to request server logs from Publishers for investigation. In the case of non-agreement between XMLServing.com and Publishers, the decision of XMLServing.com stands as the final decision. Any Publisher accounts that have been cancelled due to fraudulent activities or due to the low conversion ratios will not receive any payment. In cases where fraud has occurred and payment has already been made, we may, in addition to closing the account, take legal action against the Publisher.

Publishers in violation of XMLServing.com's Terms and Conditions will be immediately deactivated. XMLServing.com may deactivate Publishers account with no prior notification,

though every effort will be made to notify the deactivated Affiliate via the e-mail address provided by the Affiliate.

If Publisher's accumulated earning in six consecutive months does not meet our minimum payment amount, XMLServing.com reserves the right to deactivate these publisher accounts with no prior notification. Valid earnings will be issued at the next payment period with a deduction of \$5.00 processing fee.

Upon termination of a Publisher account from the XMLServing.com program, for any reasons and by either party, the Publisher shall immediately remove all insertion ad codes from all pages where the Publisher had inserted such codes.

GENERAL:

Representations and Warranties:

The program represents and warrants that it has full power and authority to enter into this Agreement. The program is not responsible for any content provided by third parties (including Advertisers). The program and its licensors make no other warranty of any kinds, whether expressed, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular usage, and non-infringement. Publisher is solely responsible for any legal liabilities arising out of or relating to:

- (i) The content and other material set forth on the websites which owned or managed by Publisher, and/or,
- (ii) Any content or material to which users can link through the Publishers' websites (other than through an advertisement supplied by XMLServing.com). Publisher hereby agrees to indemnify, defend and hold harmless XMLServing.com and its officers, directors, agents, affiliates and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims.

Damages:

In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising there under or from the provision of services.

Limitation of Liability:

Neither XMLServing.com nor its customers will be subject to any liability whatsoever for

- Any failures to provide reference or access to all or any part of the website due to systems failures or other technological failures of XMLServing.com or of the Internet;
- Delays in delivery and/or non-delivery of advertisement, including, without limitation, difficulties with a customer or advertisement, difficulties with a third-party server, or electronic malfunction; and Errors in content or omissions in any advertisement.

Case of dispute:

Publisher agrees to settle any/all dispute(s) under this agreement via binding arbitration in Toronto, Ontario, Canada.

Public Release:

Publisher shall not release any information regarding Campaigns, Creative, or Publisher Relationship with XMLServing.com or its customers, including, without limitation, in press releases or promotional or merchandising materials, without the prior written consent of XMLServing.com. XMLServing.com shall have the right to reference and refer to its work for, and relationship with, Publishers for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual agreement of XMLServing.com and Publisher.

Modifications:

XMLServing.com reserves the absolute right to change any of these terms and conditions in this agreement at any time without notice. You are responsible for complying with any changes to the terms and conditions within 10 days of the date of change.