



## **STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING**

These Standard Terms and Conditions for Internet Advertising are intended to offer Advertisers and their Agencies a voluntary standard for conducting business in a manner acceptable to all parties. This document is to accompany Labroots, Inc. insertion orders and represents a common understanding for doing business. This document may not fully cover sponsorships and other arrangements involving content association or integration, and/or special production, but may be used as the basis for the media components of such contracts.

### **I. INSERTION ORDERS AND INVENTORY AVAILABILITY**

- a. From time to time, parties may negotiate insertion orders ("IO"s) under which Labroots, Inc. ("Labroots") will deliver advertisements ("Ad(s)") provided by "Advertiser or Agent" ("Advertiser") to Labroots's site(s) (the "Site") for the benefit of Advertiser. Each IO shall specify: (a) the type(s) and amount(s) of inventory to be delivered (e.g., impressions, clicks or other desired actions) (the "Deliverables"); (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent pursuant to the IO (if applicable), (d) the start and end dates of the campaign, and (e) the identity of and contact information for any third party ad server ("3<sup>rd</sup> Party Ad Server"), if applicable. Other items that may be included are, but are not limited to: reporting requirements such as impressions or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; and specifications concerning ownership of data collected.
- b. Acceptance of the IO and these Terms and Conditions will be made upon the earlier of (a) written (which, unless otherwise specified, for purposes of these Terms and Conditions shall include paper, fax, or e-mail communication) approval of the IO by Labroots and Advertiser; or (b) the display of the first Ad impression by Labroots, unless otherwise agreed upon in the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless signed by both parties.
- c. Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.
- d. By submitting an Insertion Order to LabRoots, a Advertiser agrees to be bound by these terms and conditions as principal, even if it is acting as Agent or Buyer for the actual Advertiser.

### **II. AD PLACEMENT AND POSITIONING**

- a. Labroots will use commercially reasonable efforts to provide Advertiser at least 10 business days, prior notification of any material changes to the Site that would change the target audience or significantly affect the size or placement of the Ad specified in the affected IO. Should such a modification occur with or without notice, as Advertiser's sole remedy for change or notice, Advertiser may immediately cancel the remainder of the IO without penalty within the 10-day notice period. If Labroots has failed to provide such notification, Advertiser may cancel the remainder of the IO within 30 days of such modification, and in such case shall not be charged for any affected Ads delivered after such modification.
- b. Labroots will submit or otherwise make electronically accessible to Advertiser within two business days of acceptance of an IO final technical specifications, as agreed upon by the parties. Changes to the specifications of the already-purchased Ads after that two business day period will allow Advertiser to suspend (without impacting the end date unless otherwise agreed by the parties) delivery of the affected Ad for a reasonable time in order to either (i) send revised artwork, copy, or active URLs ("Advertising Materials"); (ii) request that Labroots resize the Ad at Labroots's cost, and with final creative approval of Advertiser, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within 5 business days, immediately cancel the remainder of the IO for the affected Ad without penalty.
- c. Ad delivery shall comply with editorial adjacencies guidelines stated on the IO. As Advertiser's sole remedy for a violation of the foregoing sentence: (i) Ads that run in violation of such editorial adjacencies guidelines, if Labroots is notified of such violation within 30 days of the violation, shall be non-billable; and (ii) after Advertiser notifies Labroots that specific Ads are in violation of such editorial adjacencies guidelines, Labroots will make commercially reasonable efforts to correct within 24 hours such violation. In the event that such correction materially and adversely impacts such IO, the parties will negotiate in good faith mutually agreed changes to such IO to address such impacts. In the event that the parties cannot reach agreement on such changes within five business days from the implementation of such correction, Advertiser or Labroots may, upon the conclusion of such 5 business day period, immediately cancel such IO, without penalty.

d. **Disclaimer of Warranties:**

TO THE FULLEST EXTENT PERMITTED BY LAW, LABROOTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY AND FITNESS FOR ANY PURPOSE. LABROOTS DOES NOT GUARANTEE OR WARRANT ANY PARTICULAR RESULTS FROM THE ADVERTISEMENTS THE ADVERTISER PLACES OR THE SERVICES PROVIDED BY LABROOTS. LABROOTS DOES NOT WARRANT THAT THE INTERNET SITE WILL BE UNINTERRUPTED, ERROR-FREE, ACCESSIBLE AT ANY PARTICULAR TIME OR FREE OF INFECTION FROM VIRUSES OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. ALTHOUGH LABROOTS SHALL USE ITS REASONABLE ENDEAVOURS TO RUN ADVERTISEMENTS IN THE REQUESTED POSITION OR SPACE OF THE INTERNET SITE WHICH HAVE BEEN AGREED TO IN WRITING, IT IS UNABLE TO GUARANTEE THIS RESULT. FURTHERMORE, THOUGH LABROOTS SHALL USE ITS REASONABLE ENDEAVOURS TO PLACE, POST, INSERT OR DISPLAY ADVERTISER'S TRADEMARKS AND LOGOS IN ADVERTISEMENTS IN ACCORDANCE WITH ADVERTISER'S WRITTEN INSTRUCTIONS, IT IS UNABLE TO GUARANTEE THIS RESULT. A ADVERTISER UNDERSTANDS THAT THIRD PARTIES MAY GENERATE IMPRESSIONS, CLICKS, OR OTHER ACTIONS AFFECTING THE COST OF THE ADVERTISING FOR FRAUDULENT OR IMPROPER PURPOSES, AND IT ACCEPTS THE RISK OF ANY SUCH IMPRESSIONS, CLICKS, OR OTHER ACTIONS. LABROOTS SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO THE ADVERTISER IN CONNECTION WITH ANY THIRD PARTY CLICK FRAUD OR OTHER IMPROPER ACTIONS THAT MAY OCCUR.

III. **PAYMENT AND PAYMENT LIABILITY**

- a. **Credit Cards:** Advertiser agrees to pay amounts specified in the IO, along with any applicable taxes, by providing a valid credit card authorized in writing by Labroots. All payments will be made in US Dollars. To the extent Advertiser has provided a credit card, Advertiser authorizes Labroots to charge Advertiser's credit card for any and all amounts due. Labroots may charge such amounts at the time the order is placed or at any time thereafter. Advertiser further authorizes Labroots to obtain pre-approval from Advertiser's credit card issuer. Labroots will not be liable for any loss or damage arising from Advertiser's failure to maintain the security or confidentiality of Advertiser's account. Refunds (if any) are at the discretion of Labroots and may be in the form of a credit for advertising placement on Labroots. To the fullest extent permitted by law, Advertiser waives all claims against Labroots related to charges (including any claims related to suspected invalid clicks or other actions) unless claimed within 60 days after the charge.
- b. **Invoices:** Unless otherwise agreed to by LabRoots in writing, LabRoots shall send an invoice to the Advertiser at the email or mailing address, at Labroots' discretion, on the Insertion Order for all amounts as they become due, which shall be after the scheduled start date of the advertising campaign. An invoice shall be paid in full within thirty (30) days of the invoice date. Invoices are to be sent to: Advertiser's address as set forth in the IO and must include information reasonably specified by Advertiser such as the IO number, Advertiser name, and PO Number as required for invoicing on the IO. All invoices pursuant to the IO must be received within 180 days of delivery of all Deliverables. Failure by Labroots to send such invoice or make such request shall be considered a waiver of right to payment for delivery of Ads for which no invoice was sent. Advertiser will make payment 30 days from receipt of invoice. Labroots may notify Advertiser that it has not received payment in such thirty-day period and whether it intends to seek payment directly from Advertiser pursuant to Section IIIc, and may do so 5 business days after providing such notice.
- c. **Payment Liability:** Unless otherwise set forth by Advertiser on the IO, Labroots agrees to hold Advertiser and/or Agencies liable for payments solely to the extent proceeds have cleared from Advertiser or Agencies for Ads placed in accordance with the IO. For sums not cleared to Advertiser or Agency, Labroots agrees to hold Advertiser or Agency solely liable. Advertiser or Agencies will make available to Labroots upon request written confirmation of the relationship between any Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the IO and these Terms and Conditions. In addition, upon the request of Labroots, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the IO. If Advertiser's or Agency's credit is or becomes impaired, Labroots may require payment in advance.

LabRoots may charge interest on all sums outstanding beyond the date on which they are due for payment. Interest may be charged from the due date of payment until the actual date payment is paid at the rate of 12% per annum or a floating rate of two percentage (2%) points above the "prime rate" then in effect, whichever is higher. Prime rate means the prime rate of interest published as of the applicable date in the Wall Street Journal. Notwithstanding anything to the contrary herein, the rate and amount of interest which the Advertiser shall be required to pay to LabRoots shall in no event exceed the maximum rate or amount limitation, if any, imposed by applicable law. Payment of interest will not excuse or cure any failure to make any payment when due.

In the event of late payment by the Advertiser, LabRoots reserves the right to suspend the Advertiser's information placed, posted, inserted or displayed in the Internet Site. In the event of any failure by the Advertiser to make payment, the Advertiser shall be responsible for all expenses, including but not limited to legal fees, incurred by LabRoots in collecting such amounts.

#### **IV. REPORTING**

- a. Labroots must, within 5 business days of the start date on the IO, provide confirmation to Advertiser, either electronically or in writing, stating whether the components of the IO have begun delivery.
- b. Labroots shall make reporting available either electronically or in writing, unless otherwise specified in the IO. Reports must be summarized by creative execution, content area (Ad placement), and other variables defined in the IO, for example, impressions, keywords, and/or clicks. Once Labroots has provided the online or electronic report, it agrees that Advertiser is entitled to reasonably rely on it.

#### **V. CANCELLATION AND TERMINATION**

- a. Any Insertion Order can be cancelled without charge at least thirty (30) days before the scheduled start date of the advertising campaign. Cancellation damages of fifty percent (50%) of the advertising contract amount shall be due and payable to LabRoots by the Advertiser if any Insertion Order is cancelled by the Advertiser less than thirty (30) days before the scheduled start date of the advertising campaign. After the advertising campaign has started, all advertisements must run their contracted duration pursuant to the Insertion Order.
- b. Either party may terminate the Insertion Order in the event of a material breach of the terms and conditions by the other party, which remains uncured after twenty (20) days written notice thereof. In addition, LabRoots may terminate the Insertion Order upon a material breach by the Advertiser of any other agreement between the parties which is not cured within cure period set forth in such agreement. If LabRoots terminates the Insertion Order due to the Advertiser's material breach of any requirement of the terms and conditions or of any other written agreement with LabRoots, all of the Advertiser's payment obligations hereunder shall survive such termination. If the Advertiser terminates the Insertion Order due to LabRoots' material breach of these terms and conditions, the Advertiser shall be responsible only for the pro-rata payment up to the termination date.
- c. LabRoots may terminate the Insertion Order at any time for any reason upon twenty (20) days written notice to the Advertiser (or upon such shorter notice as may be designated by LabRoots in the event that LabRoots believes in good faith that further display of the advertisements will expose LabRoots to liability or other adverse consequences). In such event, the Advertiser shall be responsible only for the pro-rata payment up to the termination date.

#### **VI. FORCE MAJEURE**

- a. Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. In the event that Labroots suffers such a delay or default, Labroots shall make reasonable efforts within five business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or make-good is reasonably acceptable to Advertiser, Labroots shall allow Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase. In addition, Advertiser shall have the benefit of the same discounts that would have been earned had there been no default or delay. If Advertiser's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser shall make every reasonable effort to make payments on a timely basis to Labroots, but any delays caused by such condition shall be excused for the duration of such condition. Subject to the foregoing, such excuse for delay shall not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.
- b. To the extent that a force majeure has continued for 5 business days, Labroots or Advertiser has the right to cancel the remainder of the IO without penalty.

#### **VII. AD MATERIALS**

- a. It is Advertiser's obligation to submit Advertising Materials in accordance with Labroots's then existing advertising criteria or specifications in accordance with Section II (c). Labroots's sole remedy for a breach of this provision is set forth in paragraphs (b and c) below, and Section VIII (b). If Advertising Materials are late, Advertiser is still responsible for the media purchased pursuant to IO.
- b. Labroots reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising Materials or the site to which the Ad is linked do not comply with its Policies, or that in Labroots's sole reasonable judgment, do not comply with any applicable law, regulation or other judicial or administrative order. In addition, Labroots reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising Materials or the site to which the Ad is linked are or may tend to bring disparagement, ridicule, or scorn upon Labroots or any of its Affiliates (as defined below), provided that if Labroots has reviewed and approved such Ads prior to their use on the Site, Labroots will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser.

- c. If Advertising Materials provided by Advertiser are damaged, not to Labroots's specifications, or otherwise unacceptable, Labroots will use commercially reasonable efforts to notify Advertiser within five (5) business days of its receipt of such Advertising Materials.
- d. Labroots will not edit or modify the submitted Ads in any way, including, but without limitation, resizing the Ad, without Advertiser approval. Labroots shall use all such Ads in strict compliance with these Terms and Conditions and any written instructions provided by Advertiser.
- e. Labroots, on one hand, and Advertiser on the other, will not use the other's trade name, trademarks, logos or Ads in a public announcement (including, but not limited to, through any press release) regarding the existence or content of these Terms and Conditions or an IO without the other's prior written approval.

### **VIII. IDEMNIFICATION**

- A. **LABROOTS AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ADVERTISER AND THEIR AFFILIATES (AS DEFINED BELOW) AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "LOSSES") ARISING OUT OF LABROOTS'S BREACH OF SECTION X, LABROOTS'S DISPLAY OR DELIVERY OF ANY AD IN BREACH OF THESE TERMS AND CONDITIONS OR THE TERMS OF AN IO, ARE DEFAMATORY OR OBSCENE, OR VIOLATE ANY LAW, REGULATIONS OR OTHER JUDICIAL OR ADMINISTRATIVE ACTION, EXCEPT TO THE EXTENT (1) THAT SUCH CLAIM, JUDGMENT OR PROCEEDING RESULTED FROM SUCH MATERIALS FULFILLING ADVERTISER'S UNIQUE SPECIFICATIONS PROVIDED THAT LABROOTS DID NOT KNOW OR SHOULD NOT HAVE REASONABLY KNOWN THAT SUCH SPECIFICATIONS WOULD GIVE RISE TO THE LOSS OR (2) THAT SUCH MATERIALS ARE PROVIDED TO ADVERTISER FOR REVIEW AND THE ADVERTISER KNEW OR SHOULD HAVE REASONABLY KNOWN FROM THE VISUAL OR SONIC EXPRESSION OF THE ADVERTISEMENT, WHILE LABROOTS DID NOT KNOW OR SHOULD NOT HAVE REASONABLY KNOWN, THAT SUCH MATERIAL VIOLATED ANY LAW, REGULATIONS OR OTHER JUDICIAL OR ADMINISTRATIVE ACTION, OR ARE DEFAMATORY OR OBSCENE. AN AFFILIATE MEANS, WITH RESPECT TO EITHER PARTY, ANY CORPORATION, FIRM, PARTNERSHIP, PERSON OR OTHER ENTITY, WHETHER DE JURE OR DE FACTO, WHICH DIRECTLY OR INDIRECTLY OWNS, IS OWNED BY OR IS UNDER COMMON OWNERSHIP WITH SUCH PARTY TO THE EXTENT OF AT LEAST 50% OF THE EQUITY HAVING THE POWER TO VOTE ON OR DIRECT THE AFFAIRS OF THE ENTITY, AND ANY PERSON, FIRM, PARTNERSHIP, CORPORATION OR OTHER ENTITY ACTUALLY CONTROLLED BY, CONTROLLING OR UNDER COMMON CONTROL WITH SUCH PARTY.**
- B. **ADVERTISER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LABROOTS ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LOSSES INCURRED AS A RESULT OF A CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF ADVERTISER'S BREACH OF SECTION X, VIOLATION OF POLICIES (TO THE EXTENT THE APPLICABLE TERMS OF SUCH POLICIES HAVE BEEN PROVIDED TO ADVERTISER AT LEAST TEN DAYS PRIOR TO THE VIOLATION GIVING RISE TO THE CLAIM), OR THE CONTENT OR SUBJECT MATTER OF ANY AD OR ADVERTISING MATERIALS TO THE EXTENT USED BY LABROOTS IN ACCORDANCE WITH THESE TERMS AND CONDITIONS OR AN IO, INCLUDING BUT NOT LIMITED ALLEGATIONS THAT SUCH CONTENT OR SUBJECT MATTER ARE DEFAMATORY OR OBSCENE, OR VIOLATE ANY LAW, REGULATIONS OR OTHER JUDICIAL OR ADMINISTRATIVE ACTION.**
- C. **ADVERTISER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LABROOTS ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LOSSES INCURRED AS A RESULT OF ADVERTISER'S ALLEGED BREACH OF THE FOREGOING SENTENCE.**
- D. **IF ANY ACTION WILL BE BROUGHT AGAINST EITHER PARTY (THE "INDEMNIFIED PARTY") IN RESPECT TO ANY ALLEGATION FOR WHICH INDEMNITY MAY BE SOUGHT FROM THE OTHER PARTY ("INDEMNIFYING PARTY"), THE INDEMNIFIED PARTY WILL PROMPTLY NOTIFY THE INDEMNIFYING PARTY OF ANY SUCH CLAIM OF WHICH IT BECOMES AWARE AND WILL: (I) PROVIDE REASONABLE COOPERATION TO THE INDEMNIFYING PARTY AT THE INDEMNIFYING PARTY'S EXPENSE IN CONNECTION WITH THE DEFENSE OR SETTLEMENT OF ANY SUCH CLAIM; AND (II) BE ENTITLED TO PARTICIPATE AT ITS OWN EXPENSE IN THE DEFENSE OF ANY SUCH CLAIM. THE INDEMNIFIED PARTY AGREES THAT THE INDEMNIFYING PARTY WILL HAVE SOLE AND EXCLUSIVE CONTROL OVER THE DEFENSE AND SETTLEMENT OF ANY SUCH PARTY CLAIM. HOWEVER, THE INDEMNIFYING PARTY WILL NOT ACQUIESCE TO ANY JUDGMENT OR ENTER INTO ANY SETTLEMENT THAT ADVERSELY AFFECTS THE INDEMNIFIED PARTY'S RIGHTS OR INTERESTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFIED PARTY.**
- E. **NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY INDEMNIFYING PARTY IS REQUIRED TO DEFEND, INDEMNIFY OR HOLD HARMLESS AN INDEMNIFIED PARTY FROM A CLAIM, JUDGMENT OR PROCEEDING OF A RELATED PARTY (AS DEFINED BELOW) OF SUCH INDEMNIFIED PARTY PURSUANT TO THIS SECTION X, LOSSES INCURRED IN CONNECTION WITH SUCH CLAIM, JUDGMENT OR PROCEEDING WILL BE LIMITED TO THOSE THAT ARE REASONABLY FORESEEABLE. A "RELATED PARTY" IS A PARTY IN**

**A CONTRACTUAL RELATIONSHIP WITH THE INDEMNIFIED PARTY WHERE SUCH SPECIFIC CONTRACTUAL RELATIONSHIP RELATES TO THE LOSS BEING ASSERTED BY THAT RELATED PARTY. ADVERTISER WILL INDEMNIFY LABROOTS EVEN IF LOSSES WERE NOT REASONABLY FORESEEABLE.**

**IX. LIMITATION OF LIABILITY**

- a. Excluding the parties obligations under Section VIII or damages that result from a breach of Section X or intentional misconduct by the parties, in no event will either party be liable 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, incurred by the other party arising out of this Agreement, even if such party has been advised of the possibility of such damages.

**X. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS**

- a. Any marked confidential information and proprietary data provided by one party, including the Ad description, and the pricing of the Ad, set forth in the IO, shall be deemed "Confidential Information" of the disclosing party. Confidential Information shall also include information provided by one party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.
- b. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which: (i) was previously known to a party; (ii) was or becomes generally available to the public through no fault of the receiving party ("Recipient"); (iii) was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by the disclosing party ("Discloser"); (iv) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange or as necessary to establish the rights of either party under this Agreement; provided, however, that both parties will stipulate to any orders necessary to protect said information from public disclosure.
- c. All personally identifiable information provided by individual web users who are informed that such information is being gathered solely on behalf of Advertiser pursuant to the Advertiser's posted privacy policy is the property of Advertiser, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information. Any other use of such information must be set forth in the IO signed by both parties.
- d. Labroots and Advertiser shall post on their respective Web sites their privacy policies and adhere to their privacy policies, which abide by the applicable laws. Failure by Labroots, on one hand, or Advertiser, on the other, to continue to post a privacy policy or non-adherence to its own privacy policy is grounds for immediate cancellation of the IO by the other parties.
- e. Advertiser and Labroots will comply with at all times, all applicable federal, state and local law, ordinances, regulations and codes which are relevant to their performance of their respective obligations under this Agreement.

**XI. MISCELLANEOUS**

- a. Labroots represents and warrants that Labroots has all necessary permits, licenses, and clearances to sell the inventory represented in the IO subject to the terms and conditions of this agreement, including any applicable Policies. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in their Ads and Advertising Materials. All information and Material supplied to LabRoots are true, accurate and not misleading, and nothing contained in them is responsible in any way to bring LabRoots into disrepute; and the Advertiser shall be fully responsible for the terms of any contract for the sale of goods or services to customers who have seen the advertisement placed, posted, inserted or displayed in the Labroots internet site.
- b. Advertiser may not resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without Labroots's prior written approval will be null and void. All terms and provisions of these Terms and Conditions and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.
- c. These Terms and Conditions and the related IO constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.
- d. In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail. All IOs shall be governed by the laws of the State of California. Labroots and Advertiser agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms and Conditions) will be brought solely in California, and the parties consent to the jurisdiction of such courts. No modification of these Terms and Conditions or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

- e. The Advertiser agrees that, except as otherwise provided for in this paragraph, all claims and disputes that arise out of or relate in any way to its advertisements or these terms and conditions will be resolved either by (a) binding arbitration by a sole arbitrator in Orange County, California, or (b) binding non-appearance based arbitration conducted by telephone, online, or based solely on written submission. Arbitration under this Agreement shall be conducted through American Arbitration Association or a comparable alternative dispute resolution provider mutually agreed upon by the parties. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. With respect to any claims or disputes the Advertiser intends to bring on behalf of a class, it further agrees to arbitrate whether a class should be certified before bringing such action in a court of law. If the arbitrator refuses to certify the class, the Advertiser will continue to resolve its individual claims or disputes through binding arbitration. If the arbitrator finds a class should be certified, the Advertiser may file the class action in a court located in Orange County, California. Claims for injunctive or other equitable relief pending the conclusion of an arbitration under this section must also be brought in a court in Orange County, California. For purposes of such relief or remedy, or any other court proceeding under this section, the Advertiser agrees to submit to the exclusive jurisdiction of the state and federal courts located in Orange County, California.
- f. The Advertiser agrees that LabRoots may provide effective notice to the Advertiser by sending an email or mail to the email address or mailing address specified in its Insertion Order, and the notice will be deemed received when sent. The Advertiser agrees that any notice it sends to LabRoots will be sent via recognized overnight courier or certified mail, return receipt requested, to LABROOTS, INC., 18340 Yorba Linda Blvd, Suite 107 – PMB 427, Yorba Linda, CA 92886, and it will be deemed received when such notice is received by LabRoots.