

Online Display and Social Display Ads Terms and Conditions
Rev. July 2019

If you have ordered an Online Display Product or Social Ads, you agree to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Services Agreement.

1. **Definitions:**

- a. "Online Display Product" means digital display advertising services that may include the creation of a dynamic or static display advertisement, banner ad, video or rich media ad in various sizes, along with online distribution and display on various websites and application, ad targeting, campaign optimization, reporting and a guaranteed number of Initial Term Impressions, depending on the package purchased.
- b. "Social Ad" services include the creation of ads in various sizes for online distribution and display on various social media-type websites and applications, ad targeting, campaign optimization, and reporting. These ads only appear on Facebook, Instagram and Facebook Audience Network and will be displayed in the relevant form for each platform. **These ads do not include an impression guarantee.** If you do not have a Facebook account, we may create a Facebook page for your business that contains basic information like address, email, business name, phone number and images. You agree to cooperate and assist with any approvals or grants of access to your social media pages that are necessary for us to manage or place your Social Ads.
- c. An "Impression" is each display or presentation of your Online Display Product or Social Ad on the page of a website or application.
- d. "Initial Term" has the same meaning as Section 5 of the Services Agreement.
- e. "Shortfall" has the meaning set forth in Paragraph 3 below.
- f. "Non-Breach Status" means that you are not in breach of the Services Agreement or these terms and conditions, including without limitation, your payment obligations.
- g. "Renewal Term" means any period following the Initial Term for which the Online Display Product or Social Ad has been automatically renewed for successive month-to-month terms, as provided in the Services Agreement.

2. **Impressions.** We will provide the following number of Impressions for your Online Display Product, depending upon which package you order:

Online Display \$250 = Average of 25,000 impressions/month during the Initial Term

Online Display \$500 - Plus 1 = Average of 50,000 impressions/month during the Initial Term

Online Display \$1,125 - Plus 2 = Average of 125,000 impressions/month during the Initial Term

Online Display \$2,000 - Plus 3 = Average of 250,000 impressions/month during the Initial Term

Online Display \$3,500 - Premium 1 = Average of 500,000 impressions/month during the Initial Term

Online Display \$5,500 - Premium 2 = Average of 1,000,000 impressions/month during the Initial Term

Online Display \$10,000 - Premium 3 = Average of 2,500,000 impressions/month during the Initial Term

The average number of Impressions, related to your Online Display Product only, is guaranteed over the full Initial Term of your Online Display Product, and no guarantee is provided on a per-month basis. You acknowledge that the number of Impressions per month may vary or fluctuate from month to month over the term of your Online Display Product. **If you order a Social Ads package only, there is no Impression guarantee.**

3. **Shortfall and Remedies.** If we do not provide the guaranteed number of Impressions for the Online Display Product by the end of the Initial Term ("**Shortfall**"), or if we, in our sole discretion, determine that we risk not providing the guaranteed number of Impressions by the end of the term, then we may provide one or both of the following remedies to you:

- a. Extend the term of your Online Display Product at no additional charge ("**Extension Period**") in order to provide you with makegood impressions up to the guaranteed number of impressions, on the condition that you are in a Non-Breach Status; and/or
- b. If we are unable to satisfy the Impressions guarantee through the Extension Period, make a pro-rata adjustment to the amount you owe or have paid for the Online Display Product based on the number of Impressions delivered compared to the guaranteed amount.

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4. Content for Online Display Product/Social Ads. By purchasing the Online Display Product and/or Social Ads you grant us the right to obtain images and or other content via automated or manual methods from your website and other online presence, including but not limited to social media pages, to be used within your Online Display Product and Social Ads. Such images and other content will be considered Client Content as defined in the Services Agreement. In addition, we may modify any Client Content at our discretion, as necessary for the Online Display Product and/or Social Ads. Depending on your products purchased, you may be entitled to proactive ad creative refreshes provided by us. These ad refreshes could include new photos, logos, colors or templates based on information about your business provided or found online. You will receive an email from the Online Display Product team when a content refresh is ready to occur. You have seven business days to review and approve your new creative. If you fail to respond within the seven-day time frame, we have the right to automatically publish your refreshed Online Display Product or Social Ad thereafter.
5. Automatic Renewal. If you do not cancel your Online Display Product or Social Ad product at the end of the Initial Term, such products may be automatically renewed for successive month-to-month terms, in accordance with Section 5 of the Services Agreement. We will have no obligation to provide you with an Impression guarantee for any Renewal Term for any Online Display Product or any Social Ad product.
6. Client Responsibility and Fees/Payment. You understand and agree to fully cooperate in the fulfillment of your Online Display Product and Social Ads. You agree to pay the monthly investment amount identified on Order, a portion of which includes a monthly service fee, for the period we provide the Services. **You agree that we may bill you and you agree to pay for Services rendered even if the full Service is not provided due to your failure to respond, provide required information or content, or your lack of cooperation.**
7. Miscellaneous. If, at any time during the Initial Term, your account is suspended or cancelled due to some action or inaction on your part, the number of Impressions referenced in Section 2 above shall no longer be guaranteed for the Initial Term. Other than the number of Impressions in Section 2, we do not provide any guarantees for your Online Display Product or Social Ad, including without limitation the type, quality, or location of the Impressions, or any response to the Impressions. As stated above, Social Ad only packages do not include an Impression guarantee.