

NOZANI, LLC ADVERTISING SERVICES TERMS AND CONDITIONS

1. INTRODUCTION: Nozani, LLC (“Nozani”) a Utah Corporation, agrees to provide you (the “Advertiser”) with Advertising Services (defined in section 5 below), subject to the Advertiser’s compliance with the terms and conditions hereafter outlined (the “Terms and Conditions”). Please read the Terms and Conditions carefully. As an advertiser engaging Nozani for its Advertising Services, Advertiser agrees to be bound by these Terms and Conditions, both for current and for any additional services for which it may contract with Nozani, including all payment terms (collectively, the “Agreement”). By “Advertiser,” as we use that term herein, we mean you, whether you are using the Advertising Services yourself, or whether you are securing the advertising services as agent for the actual advertiser. In the latter case, you represent that you have authority to legally bind the advertiser you are representing, and both you and the advertiser you are representing are jointly and severally bound as if you each separately consented to this Agreement.

2. ACCEPTANCE OF THESE TERMS AND CONDITIONS: Advertiser or its agent or representative verbally accepted a summary of key provisions related to payment, term of service, and Nozani’s cancellation policy, and/or expressly accepted these Terms and Conditions in response to an email with confirmation link, and affirmative action in the form of checking the “acceptance” box and clicking “submit” following an opportunity to review these Terms and Conditions.

In the event Advertiser does not accept these Terms and Conditions within thirty (30) days of initial presentation of the Terms and Conditions to Advertiser by Nozani, then the offer by Nozani to provide Advertising Services upon the pricing, terms, and conditions initially proposed shall be deemed withdrawn. Advertiser may thereafter again request Advertising Services, in response to which Nozani will present new pricing, terms, and conditions for Advertiser’s consideration.

Advertiser acknowledges that, in the event Advertiser has been referred to the Advertising Services by or through a Nozani partnership, then certain of these terms and conditions as

indicated herein shall extend to and for the benefit of Nozani's partner (hereafter "Promotional Partner"). In such event, Promotional Partner shall be considered a third-party beneficiary of the obligations of Advertiser under these Terms and Conditions.

Notwithstanding the foregoing, Nozani makes no representations or warranties herein on behalf of any Promotional Partner.

3. THREE-DAY CANCELLATION: IF, SUBSEQUENT TO ADVERTISER'S VERBAL OR OTHER ACCEPTANCE OF THE SUMMARY TERMS AND CONDITIONS, ADVERTISER DOES NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, ADVERTISER MAY NOTIFY NOZANI WITHIN THREE (3) BUSINESS DAYS OF ITS ORDER BY EMAILING ADVERTISER'S NAME, BUSINESS NAME, EMAIL ADDRESS, PHYSICAL OR MAILING ADDRESS, AND DOMAIN TO CS@NOZANI.COM WITH "CANCEL SERVICES" IN THE SUBJECT LINE, AND THE ADVERTISING SERVICES WILL BE CANCELED WITH NO FURTHER OBLIGATIONS BY EITHER PARTY, PROVIDED, HOWEVER, THAT NOTICE IS RECEIVED BEFORE 5 PM USA MOUNTAIN TIME AND ADVERTISER SHALL BE RESPONSIBLE FOR COSTS OF ALL ADVERTISING SERVICES PROVIDED UNTIL SUCH CANCELLATION PROCEDURE IS FOLLOWED. FAILURE TO NOTIFY NOZANI OF THIS 3-DAY CANCELLATION ACCORDING TO THE PROCESS DEFINED ABOVE, ALONG WITH NOZANI'S ELECTRONIC RECORD OF ADVERTISER'S ACCEPTANCE SHALL BE DEEMED TO INDICATE THAT ADVERTISER WAIVES ITS RIGHT TO CANCEL (INCLUDING WITH RESPECT TO ANY AUTOMATICALLY RECURRING PAYMENTS), HAS READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, AND AGREES TO BE BOUND BY THEM.

4. PERSONAL INFORMATION: By agreeing to these Terms and Conditions, Advertiser also agrees to receive information from Nozani regarding Advertiser's account, and about the Advertising Services provided to Advertiser (together "Service Messages"). Advertiser also agrees to receive marketing information from Nozani about Nozani promotions or announcements or offers to provide additional or enhanced services ("Marketing Messages"). During the time that Advertiser is receiving the Advertising Services, Advertiser cannot opt out of the Service Messages. If Advertiser does not wish to receive the Marketing Messages, it must opt out by sending an email containing Advertiser's name and account number, with the subject line "Marketing Messages Opt-Out," to CS@NOZANI.COM.

Whether or not Advertiser accepts these Terms and Conditions, any personally identifiable information provided by Advertiser shall be subject to Nozani's privacy policy, which can be read at <http://www.Nozani.com/privacy-policy/>.

In the event that Advertiser provides its contact information to Nozani and then either affirmatively rejects or has not within thirty (30) days accepted these Terms and Conditions, and as a result the Advertising Services are not provisioned, or following the expiration or cancellation of Advertising Services previously provided to Advertiser, Advertiser may continue to receive Marketing Messages from Nozani. As above, if Advertiser does not wish to receive the Marketing Messages, it must opt out by sending an email containing Advertiser's name and account number, with the subject line "Marketing Messages Opt-Out," to CS@NOZANI.COM.

Any requests to opt out pursuant to the terms of this section will require a reasonable amount of time for processing by Nozani, and Advertiser may continue to receive messages during the processing period.

5. FEES FOR NOZANI ADVERTISING SERVICES: Advertiser may at any time determine the fees and pricing currently applicable to any Advertising Service being provided by checking Advertiser's Account Information Page. By accepting these Terms and Conditions, Advertiser expressly agrees to pay the fees and pricing for the Advertising Services requested, and which were communicated to Advertiser at or before the time of acceptance.

6. PAYMENT: Advertiser must establish one of the following two methods of payment.

Credit card to be automatically billed by Nozani

Bank account to be automatically debited by Nozani

Advertiser authorizes Nozani, or Nozani's merchant services provider, to store Advertiser's financial information for the purpose of facilitating payment to Nozani. It is Advertiser's

responsibility to notify Nozani, in writing, of any changes or updates to Advertiser's financial information, and Advertiser is solely responsible for its failure to do so.

All fees must be paid in United States dollars. Advertiser is solely responsible for any applicable taxes.

All fees are due in accordance with the agreed upon fee schedule, or immediately upon Advertiser's receipt of invoice, as applicable. Advertiser agrees that any setup fees or one-time services payments are nonrefundable.

7. LATE PAYMENT: Payments made by billing of a credit card or debiting of a bank account are intended in part to avoid the inconvenience and cost to both parties of late or missed payments. However, it is Advertiser's responsibility to ensure that Nozani has the most up-to-date credit card or bank account information, and that such methods are viable for payment of the fees due to Nozani for the Advertising Services.

In the event of a failure of the payment method authorized by Advertiser, and one or more payments are made later than the due date, such late payments are subject to a late fee equal to the greater of \$25 or 6% of the total payment due, but not to exceed the maximum amount allowed by applicable law. In addition to late fees, Advertiser agrees to pay all attorneys' fees and costs incurred by Nozani for late payment collection efforts.

8. RECURRING PAYMENTS AND TERM OF AGREEMENT: In the event that Advertiser wishes at any time to determine the current contract term for any of the Advertising Services, or any other information regarding the amount or anticipated date of any automatically recurring payment, or the term, termination, or renewal of the Advertising Services, the same will be available for reference on Advertiser's Account Information Page or by calling their Account Manager.

The term of each Advertising Service shall begin as of the date of acceptance of these Terms and Conditions by Advertiser. Billing will occur in the form of a one-time payment or an automatically recurring monthly payment, as set forth in the specific product/service terms and conditions for the Advertising Service provided.

IF BILLING IS TO INCLUDE AN AUTOMATICALLY RECURRING PAYMENT:

All payment for Advertising Services will be paid in advance on a monthly basis.

Following the current contract term for any particular Advertising Service, this Agreement with respect to such Advertising Service shall automatically renew for successive one-month terms on the monthly anniversary date of Advertiser's initial payment.

After the initial contract term, Advertiser may cancel the automatically recurring payment, including the Advertising Services associated therewith, by providing notice to Nozani by emailing Advertiser's name, business name, email address, phone number, physical address, and domain, to cs@Nozani.com, with "Cancel Service" in the subject line. Provided such notice is received by Nozani not later than 5:00 pm USA Mountain Time at least (3) three business days in advance of the date on which the next automatically recurring payment is scheduled to be made, then the next automatically recurring payment will be cancelled and the Advertising Services terminated at the end of the then-current term.

In the event such notice is received closer than three (3) business days to the next automatically recurring payment, then the next automatically recurring payment will still be made as a final payment, the Advertising Services shall continue for an additional renewal term, and termination will instead occur at the end of that additional renewal term.

No pro-rated refunds for partial terms or months will be provided.

For clarity, if an Advertiser were to engage Nozani for Advertising Services with a 365 day contract term, and the initial sign-up date were July 15 of a given year, if Advertiser wished to cancel the Advertising Services at the end of the contract term without incurring an additional month's charge, Advertiser would need to provide written notice of cancellation on or before July 12 – assuming July 12, 13, and 14 were business days. One-time fee offerings have no continuing term because the same are provided up front, the term thereof having been fulfilled upon initial delivery of the Advertising Service to Advertiser.

9. **EARLY TERMINATION FEE:** In the event Advertiser chooses to terminate services prior to completion of the contract term then Advertiser agrees to pay an early termination fee equal to the remaining Contract Value. Contract Value is determined by taking the number of months agreed to in the contract or insertion order times the monthly fees applicable to the Advertising Services. For example, the Contract Value of Advertising Services of \$2000 for a three-month term is \$6000. If the Advertiser cancels after the first month the cancellation fee will be \$4000.

10. **MODIFICATION:** Advertiser understands that Nozani may modify its standard terms and conditions and service offerings from time to time and that Nozani reserves the right to adjust the pricing of such services, effective upon the next automatic renewal date of the affected Advertising Service(s), after not less than thirty (30) days' advance written notice to Advertiser. Following the fulfillment of initial contract terms, if the contract does not provide for automatic renewal for an additional term of more than one month, then the contract shall be considered month-to-month and Advertiser may be subject to revised terms and conditions and/or pricing following receipt of such notice. Advertiser is encouraged to enter a long-term contract or contracts to fix pricing, terms, and conditions. Advertiser and Nozani can change the Advertising Services at any time upon mutual agreement.

11. **ACCESS:** Advertiser is authorized to access Nozani-owned, operated, or hosted websites that require log in or account information solely to manage Advertiser's advertising account(s). Advertiser agrees that it will not use the site or any content therein for any other purpose and that it will not disseminate or distribute any of said information. Advertiser's right to access its account with Nozani is personal to Advertiser and non-assignable and is subject to any limits established by Nozani. Advertiser agrees that it will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access Advertiser's account with Nozani or to monitor or copy Nozani's website or the content contained therein, except those automated means expressly made available by Nozani.

12. **LATENCY:** Advertiser understands that, any information or data provided by Advertiser to Nozani may not be processed on a real-time basis and may be subject to the latency of the Internet, the Nozani systems and network of third-party partners and search engines.

13. OWNERSHIP OF NON-ADVERTISER PROPERTY. Title and full ownership rights in and to the Advertising Services, together with any and all ideas, concepts, campaign optimizations, computer programs, and other technology supporting or otherwise relating to Nozani's operation of the Nozani network, the Nozani bid management, task management, and optimization platform and website(s) (collectively, the "Nozani Materials"), shall remain at all times solely with Nozani and/or with the respective outsourced service provider or author, or with Nozani's Promotional Partner if applicable and if Promotional Partner was the owner of the same. Advertiser acknowledges that it has not acquired any ownership interest in the Nozani Materials and will not acquire any ownership interest in the Nozani Materials by reason of this Agreement.

14. ADVERTISER'S SITE: Unless Advertiser's website is designed and provided by Nozani as a part of its Advertising Services, Advertiser hereby acknowledges that neither Nozani nor its Promotional Partner (if applicable) is responsible for the development, maintenance, and operation of the Advertiser website(s), nor for any content or other materials that appear on, and all visitors to, the Advertiser website(s), nor is Nozani or its Promotional Partner responsible for order entry, payment processing, shipping, cancellations, returns, or customer service concerning orders placed on Advertiser's website(s). Advertiser further warrants that it will not add to or place upon its site any Nozani or Promotional Partner owned or licensed content, including but not limited to any Nozani search listings, except pursuant to a separate signed affiliate agreement with Nozani.

15. ADVERTISER REPRESENTATIONS AND WARRANTIES: Advertiser represents and warrants to Nozani, and to its Promotional Partner if applicable, that for and continuing throughout the term of this Agreement:
this Agreement constitutes a valid, binding, and enforceable agreement in accordance with its terms;
Advertiser is responsible for its own responsiveness to communications and inquiries from Nozani and acknowledges that any lack of responsiveness could materially impact the effectiveness of the Advertising Services;
Information, content, images or data that Advertiser (including its agents or representatives) has provided or will provide for Advertising Services is and will be both accurate and complete to the best

of Advertiser's knowledge and that Advertiser has a legal right to use such information, content, images or data;

Advertiser is the authorized owner or representative of the third party accounts(s) for which

Advertising Services will be performed unless the third party account to be promoted by the

Advertising Services is designed and provided by Nozani; and,

Advertiser's information, content, images or data provided to Nozani does not violate any applicable law or regulation; does not infringe in any manner any third party rights, including, without limitation copyright, patent, trademark, trade secret, or other intellectual property right or right of privacy or publicity; is not false or misleading; has not and will not result in any consumer fraud, product liability, breach of contract, injury, damage, or harm of any kind to any person or entity; is not defamatory, libelous, slanderous, or threatening; is free of viruses; does not contain, promote, or offer any form of spyware, adware, or other advertising or information collection software; and/or does not contain, link to or promote any of the following: violence, hate crimes (whether racial or otherwise), illegal activities, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

16. ADVERTISER COVENANTS: Advertiser further agrees to perform as follows:

Advertiser will not hold Nozani or its affiliates, or Promotional Partner or its affiliates, if applicable, liable or responsible for the activities of visitors who come to Advertiser's website(s) through Advertising Services.

In the event that Advertiser has been referred to the Advertising Services by or through an Nozani partnership promotion, such that Promotional Partner is a beneficiary of these terms and conditions, Advertiser agrees that Nozani may share all data it obtains, including product performance data, with Promotional Partner, and Promotional Partner shall have the same rights to access and use said data as Nozani itself.

Advertiser agrees that if the Advertising Services ordered from Nozani include paid search management, and if the paid search management is being performed through an existing

account rather than Nozani's account, then Advertiser will grant Nozani exclusive administrative access to said account. Advertiser may retain read-only access, but will allow Nozani to perform the Advertising Services without shared administrative rights. Advertiser acknowledges that this is necessary for Nozani to effectively perform the Advertising Services.

Advertiser will not, for a period of one (1) year following the date on which the term of this Agreement ends, either (a) solicit for employment any employee or independent contractor employed by Nozani, (b) advise or encourage any employee or independent contractor employed by Nozani to terminate employment with Nozani, or (c) knowingly interfere or attempt to interfere with the employment relationship between Nozani and any of its employees or with any relationship between Nozani and any independent contractor who performs services for Nozani. Notwithstanding the foregoing, general solicitations for employment (i.e., through job boards or general advertisements) and any employment relationship established as a result of responses to general solicitations for employment shall not be deemed a violation of this Advertiser Covenant.

Nozani will not promote adult materials, alcohol or tobacco products, controlled substances, prescription medications or over-the-counter medications.

17. ADVERTISER INDEMNIFICATION OBLIGATIONS: Advertiser agrees to indemnify, defend, and hold harmless Nozani, its distribution partners including Promotional Partner if applicable, their respective licensors and licensees, and affiliated companies, and any of their respective officers, directors, employees, representatives, and agents (collectively the "Indemnified Parties"), 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, suits, or proceedings (collectively being referred to herein as a "Claim") for, including without limitation, libel, violation of right of privacy or publicity, copyright infringement, trademark infringement, or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability, or violation of any law, statute, ordinance, rule, or regulation throughout the world in connection with Advertising Services performed on behalf of Advertiser, Advertiser's client's website(s) or contents therein, Advertiser's conduct, acts or omissions, or any alleged or proven breach by

Advertiser of any term, condition, agreement, representation, or warranty herein. This indemnification excludes any Claim that arises solely from the acts or omissions of an Indemnified Party, as to that party. An Indemnified Party will notify Advertiser of any claim, action, or demand for which indemnity is required in the reasonable opinion of Indemnified Party, and will cooperate with Advertiser at Advertiser's expense. An Indemnified Party shall have sole discretion to accept or reject the law firm Advertiser chooses to defend the Indemnified Party, which firm must be experienced in defending similar claims. Advertiser may not settle any lawsuit or matter relating to the culpability or liability of an Indemnified Party without the prior written consent of that party. An Indemnified Party will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense. Without limiting any rights and remedies hereunder or under applicable law, Nozani shall have the right to set off any liability of Advertiser to Nozani with respect to a Claim against any amounts held on deposit with Nozani by Advertiser.

18. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER: Advertiser acknowledges and agrees that it will not hold Nozani, or Promotional Partner if applicable, liable for any errors in content, omissions, consequences, damages, costs, refunds, or rebates of any kind arising from any interruption of service or other unavailability of the Internet or website(s) in which the advertisements are published for whatever reason. Advertiser further acknowledges and agrees that errors or mistakes in the performance of the Advertising Services, including but not limited to misspellings or miscommunications, do not create a right to refund for the Advertiser. Advertiser will give Nozani timely notice and allow Nozani a reasonable opportunity thereafter to cure any identified errors or omissions. Nozani makes no representations or warranties relating to the results of Advertising Services, including without limitation, the number of impressions, click-throughs, or leads and any promotional effect or return on investment thereof. As Nozani relies on third parties for certain data, Nozani makes no guarantees regarding the accuracy, reliability, or completeness of any such data, including but not limited to usage statistics.

In no event shall Nozani, or Promotional Partner if applicable, be responsible for any consequential, special, lost profits, or other damages arising under this Agreement. Without limiting the foregoing, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to

governmental action, fire, flood, earthquake, power failure, riot, explosion, labor, or material shortage, carrier interruption of any kind or work slowdown.

19. **ADDITIONAL ASSISTANCE:** In the event Advertiser requests or purchases any additional assistance, which may include, without limitation, adding tracking codes or making other changes to Advertiser's website(s), in connection with Advertising Service, then Advertiser agrees to provide Nozani with access to perform the requested or purchased additional assistance. Advertiser acknowledges that any additional assistance provided by Nozani is also subject to the limitations of liability in this Agreement.

20. **SUCCESSORS AND ASSIGNS:** Subject to the limitations set forth herein on assignment of this Agreement or the rights hereunder by Advertiser, all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. Advertiser agrees that any of its agents, representatives, employees, or any person or entity acting on its behalf with respect to the use of the Advertising Services, shall be bound by, and shall abide by, these Terms and Conditions.

21. **CHOICE OF LAW; EXCLUSIVE VENUE:** This Agreement shall be construed in accordance with the laws of the state of Utah, and the parties agree that should any dispute arise concerning this Agreement, venue shall be laid exclusively in a court of competent jurisdiction in Salt Lake County, State of Utah.

22. **HEADINGS:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

23. **WAIVER:** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. No waiver of any breach or default of this Agreement by either party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

24. **ENTIRE UNDERSTANDING:** This document, with any other materials, documents, understandings, or agreements incorporated by reference herein, and any exhibit, schedule,

or other supplementary document attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

25. ATTORNEYS' FEES: In the event a dispute arises between the parties hereto, then the prevailing party in such dispute, whether or not a final decision is ultimately rendered by the court, shall be entitled to receive its attorneys' fees reimbursed from the non-prevailing party.

26. NO THIRD PARTY BENEFICIARIES: The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties, and where indicated, Promotional Partner, or their respective successors or permitted assigns.

27. SURVIVAL: The sections of this Agreement that address or govern matters or circumstances that could occur after termination of this Agreement shall be interpreted to survive any such termination.

28. SEVERABILITY: In the event that any clause, term, or provision of this Agreement is found to unenforceable or otherwise disfavored under law or public policy such that a court of law would not enforce the same, then the same shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect, and applied in a manner which most closely fulfills the original intent of the parties hereto.

END OF DOCUMENT