



GENERAL CONTRACTUAL TERMS AND CONDITIONS
OF THE ADETHIC ONLINE ADVERTISING NETWORK

April 1, 2014

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Please read these following general contractual terms and conditions as well as the Frequently Asked Questions (FAQ) before registering for membership with the AdEthic Online Advertising Network. Both your initial registration and subsequent ongoing membership of the Network necessarily entail your acceptance of the following General Contractual Terms and Conditions and any and all related rights and obligations. Should you decide not to accept the following General Contractual Terms and Conditions, you are kindly requested to refrain from registering for membership with the Network.

This document constitutes a legally binding agreement between the Principal (as defined below) and AdEthic S.r.l. Acceptance of the terms and conditions set forth below will enable you to become a member of the Network (as defined below).

The Programme is described in greater detail in the **FAQ** section of the website <http://www.adethic.net>.

1. Definitions.

1.1. This agreement must be construed on the basis of the following Definitions:

- i) **“Advertisements”, “Ads” and “Advertising”**: any and all promotional messages and/or other content not including Links, Search Results, and Referral Buttons, forwarded to the Principal by third parties and/or AdEthic, for publication on one or more of the Assets, subject to the condition that the Principal may decline to publish on any of the Assets, any content submitted for publication without consideration, and that is to say, free of charge.
- ii) **“Brands”**: any and all of AdEthic’s trade marks, commercial names, logos, domain names, service brands and other distinctive markings.
- iii) **“Agreement”**: these General Contractual Terms and Conditions (the **“Terms and Conditions”**) as well as the **“Code of Ethics”** available for consultation at <http://www.adethic.net>, and any and all the other documents referenced or included by reference in this Agreement.
- iv) **“AdEthic”**: AdEthic S.r.l., a limited liability company organised and existing under the laws of Italy, having its registered office in Rome, at Via del Mascherino, no. 46, VAT reg. no. 11997541005
- v) **“Principal”**: the individual, firm, corporation or Legal Entity that registers to become a member of the Network and to appoint AdEthic to sell advertising space on the Principal’s Assets.
- vi) **“Links”**: queries and/or AdEthic Ad search fields, pertaining to the Advertisements.
- vii) **“Network”**: the AdEthic Online Advertising Network, accessible through the website <http://www.adethic.net>.
- viii) **“Code of Ethics”**: the Code of Ethics approved by AdEthic and available for consultation at <http://www.adethic.net>, and any and all the documents referenced in the same.
- ix) **“Assets”**: the technological tools, the Website, media players, video footage and/or content for cell phones, and any and all other intellectual property, specified by the Principal when seeking admittance as a member of the Network, and expressly authorised by AdEthic (the **“Other Assets”**) including any and all Atom, RSS, or other feeds distributed through the aforesaid technological tools, Website, media players, video footage and/or content for cell phones, and/or the Other Assets, themselves.
- x) **“Referral Buttons”**: buttons linking to AdEthic’s Advertisements.
- xi) **“Search Results”**: AdEthic’s Websites and/or search results.
- xii) **“Video Content”**: non-advertising video footage hosted on the Assets.
- xiii) **“Advertiser”**: an enterprise that approaches AdEthic with a view to advertising the enterprise’s business on the Network.
- xiv) **“Parties”**: AdEthic and the Principal.

1.2. The verb “to include” in any of its forms or declensions as well as the words “included”, “including”, “such as”, “for instance” (and the like) may in no event be construed as limitative or restrictive in any way, it being further understood that generic terms qualified by the adjective “other” (or a word of like meaning) may not be construed restrictively by reason of the fact that the said generic terms are preceded by terms indicating a specific class or category of matters, actions, issues or things.

1.3. Any reference to the address or URL of a website is made in respect of that particular website or other websites that AdEthic may launch online from time to time.

1.4. Save where expressly provided otherwise, references to “written” notices or “notices in writing” or other words to such effect, shall be deemed to include notices forwarded by e-mail, it being understood that it is essential for the related e-mails to be sent prior to the action or omission forming their subject-matter.

1.5. Any reference to discretion exercisable by AdEthic, shall be deemed to refer to the full and free exercise of the latter's unfettered and unquestionable discretion, resulting in decisions that require no justification or explanation and that are not subject to appeal or review.

2. Subject-matter of the Agreement.

2.1. Media Sales Company.

- 2.1.a) Subject to Terms and Conditions of this Agreement, by registering online, the Principal appoints AdEthic to sell advertising space on the Principal's Assets.
- 2.1.b) AdEthic shall, on an independent basis, under its own name and using its own means and resources, enhanced, where appropriate, through collaboration with other entities engaging in similar activities, solicit and procure orders for the publication of Advertising on the Principal's Assets, negotiating, concluding and managing all related contracts and agreements, and discharging all back-office tasks including billing, collection, and, where necessary, debt recovery.
- 2.1.c) The Principal undertakes to make available to AdEthic, advertising space on the Principal's Assets, to the extent required to ensure that all of the Advertising procured through AdEthic is duly displayed and published on the said Assets, in the manner and form and subject to the procedures established by AdEthic.
- 2.1.d) The aforesaid advertising space may also be used to host Advertising procured by AdEthic through third-party circuits, including, without limitation, Google's AdSense and AdExchange products, it being understood in such regard that, as specified in the Registration Form accessible through the website www.adethic.net, the Principal expressly authorises AdEthic to proceed with the related registration with Google, exonerating AdEthic from all liability for any denial of service by Google, as well as for any and all harm, of any nature or kind whatsoever that the Principal may sustain as a result of the publication and/or display of the related Ads on the Principal's Assets.

2.2. Network Membership

- 2.2.a) Subject to the Terms and Conditions of this Agreement, by registering online, the Principal, moreover, accepts membership of the Network as well as the Google AdSense Programme, and all related terms and conditions which are available for consultation on the website <https://www.google.com/adsense>, it being, however, understood that Google reserves the right to deny the Principal access to the aforesaid Programme and that AdEthic may not be held liable for any such decision on Google's part.
- 2.2.b) When registering, the Principal is required to specify the Assets to be admitted to the Network, it being understood, that, taking due account of the preferences expressed by the Principal, AdEthic may display on the said Assets (a) Advertisements, (b) Links, (c) Search Results and/or (d) Referral Buttons.
- 2.2.c) AdEthic may, at any time during the term of this agreement, reconsider its decision to admit to the Network, any Asset or Video Content specified by the Principal.
- 2.2.d) AdEthic reserves the right to exclude from the Network, unilaterally, at its sole discretion, any Asset or Video Content, without notice, at any time.

2.3. Cookies, Remarketing and Behavioural Targeting

- 2.3.a) Cookies are small text files that can store information. There are two types of cookies: session cookies and persistent cookies. Session cookies expire when you close your browser, while persistent cookies remain on your computer until you delete them. AdEthic may use both types of cookies to customise your web experience, to analyse web traffic and administer and monitor your password and browsing session in the parts of the website that are only accessible to registered customers (cPanel).
- 2.3.b) AdEthic use cookies and web beacons it owns, or belonging to third parties, during the display of advertisements on the Licensor's websites for Management Audience activities (Remarketing and Behavioural Targeting), the information retrieved from these applications will always be anonymous and shall not, therefore, allow user identification based on sensitive information (such as name, surname, email address).
- 2.3.c) More specifically, AdEthic uses the DFP (DoubleClick For Publishers) Audience service provided by Google Inc. which allows the tracking of visitors to the Licensor's website, and allows targeted advertising to be offered, based on their previous actions. You may object to such use by displaying and modifying preferences relative to the ads displayed on Google and on the Web from the following link:
<https://www.google.com/settings/ads/preferences>
If cookies are deleted from your computer, you will need to repeat this procedure.
It may also be useful to consult resources such as:
<http://www.networkadvertising.org/choices>
<http://www.youronlinechoices.com>

2.3.d) The Principal shall be bound to adopt and comply with an appropriate privacy policy specifying clearly that third parties may load and read cookies on the browsers of the Users of the Principal's Assets, or may otherwise use web traffic recorders to capture data during periods when the Ads are displayed on the Principal's Assets, it being further understood that the Principal's privacy policy must also contain information regarding the cookie management options available to users.

3. Discretionary veto on membership applications.

3.1. AdEthic reserves the right to reject the Principal's Network membership application, at its sole discretion,

3.2. Acceptance may be effected explicitly by written notice forwarded to the Principal by e-mail, or otherwise, on a de facto basis, in form of a request by AdEthic to publish Advertisements on the Principal's Assets.

4. Operating procedures and Functioning of Advertisements, Links, Search Results and Referral Buttons.

4.1. The Principal undertakes to comply with the instructions imparted by AdEthic from time to time with a view to ensuring the proper distribution, publication, screening and display of the Advertisements, Links, Search Results, Referral Buttons and the Brands via the Principal's Assets, and shall, above all, refrain from bringing any changes whatsoever to the content provided to the Principal by AdEthic, in JavaScript or another programming language, without AdEthic's prior written consent.

4.2. If the Principal has opted to receive content-specific information, AdEthic shall group together all the content and the Ads hosted on the Assets (as well as the Ads displayed as a result of user clicks and queries to Links, where applicable) and display the same through Links (where possible) to the final users of the Asset or Assets, in the form of units of Ads in the standard formats offered by AdEthic from time to time to Network members (such units of Ads and/or Links being hereinafter collectively referred to as "Advertisement Units"), it being understood that whilst the Principal may select a format approved by AdEthic for the display of Advertisement Units in respect of the Asset or Assets, the Principal will may display only those Ads and/or Links that are (i) associated with the Asset or Assets; and (ii) compliant with the placement and positioning instructions available for consultation either at the website <http://www.adethic.net> or such other website as AdEthic may specify from time to time.

4.3. The Principal shall make available to AdEthic all the advertising space on the Assets as AdEthic may require for the performance of this Agreement.

4.4. Each Advertisement displayed must reflect the originals provided by AdEthic in all respects, it being understood that the Principal shall be held liable for any copying errors or defects, howsoever slight, and shall in any event be bound to promptly correct any and all nonconformities.

4.5. The Principal shall ensure that the Ads are displayed in the positions specified by AdEthic, and shall be fully liable towards the Advertisers for any and all irregularities in the performance of contractual obligations.

4.6. Failure on the Principal's part, to ensure the publication of any Advertisement, for reasons other than unforeseeable circumstances, acts of God, or events beyond the Principal's reasonable control, shall expose the Principal to liability for damages in respect of any and all ensuing harm and losses.

4.7. The Principal may not host on any Asset through which an Ad, Link, Search Result or Referral Button is displayed, any promotional or other content that a final user of the Asset in question could reasonably mistake for Advertising procured or published by, or otherwise associated with AdEthic.

4.8. AdEthic may qualify certain programme features that are not usually supported, as "Beta" (the "**Beta Features**") and provide the same on an "as is" or "as available" and purely optional basis, to the fullest extent permitted under law, it being understood that no warranty or guarantee whatsoever provided by AdEthic in respect of the Network may be deemed to extend to the Beta Features with the result that the Principal may use such features at the Principal's own risk, subject to a binding obligation to refrain from divulging to third parties any information deriving from the Beta Features, since the existence and availability of the Beta Features may not as yet be deemed public knowledge.

4.9. The Principal shall, in any event, be held liable towards AdEthic for any and all harm that AdEthic may sustain as a result of the improper placement or defective display of one or more Advertisements.

5. AdEthic as the Principal's sole counterparty.

5.1. The Principal undertakes to address any and all notices regarding any Advertisement or Link displayed or published through the Principal's Asset or Assets, solely to AdEthic, and not to any of the Advertisers or any other persons or parties.

6. The Principal's additional obligations and responsibilities.

- 6.1. The Principal represents and warrants that throughout the term of this Agreement, the Principal's Assets shall continue to meet the standards prevailing at the time of registration, in terms of the quantity and quality of content as well as editorial orientation and policy.
- 6.2. The Principal moreover undertakes to provide AdEthic, at the latter's written request, display of the Advertisements.
- 6.3. At AdEthic's request, the Principal shall, furthermore, be bound, to publish, within reasonable bounds, free of charge, public-interest messages as well as Advertisements and other content promoting, inter alia, AdEthic's social and humanitarian initiatives, it being further understood that the Principal shall also be bound to publish via the Assets, within reasonable bounds, free of charge, advertorials or other editorial content sponsored by advertisers and/or promoted by the humanitarian aid organisations specified by AdEthic.
- 6.4. The Principal shall bear sole liability for the Asset or Assets, inclusive of any and all content and materials, as well as maintenance and functioning, prompt and proper compliance with instructions imparted by AdEthic as well as the provisions of this Agreement (inclusive of the Code of Ethics), it being understood, that in no event, may AdEthic be held liable for the functioning of, and content hosted on any Asset whatsoever, and that, furthermore, AdEthic shall not be bound to notify the Principal of Referral Events that are not properly concluded by the user of the Principal's Asset or Assets, or otherwise, alert the principal to the improper display of any Advertisement, Link, Search Result or Referral Button.
- 6.5. AdEthic reserves the right to carry out, at its sole discretion, checks on any activity whatsoever that AdEthic feels could potentially breach the provisions of this Agreement, including, without limitation, the use of software for accessing Advertisements, Links, Search Results or Referral Buttons, or for concluding Referral Events or engaging in other conduct prohibited under this Agreement, it being understood that the Principal shall be bound to use its best endeavours to cooperate with AdEthic in such regard.
- 6.6. The Principal accepts and acknowledges that the obligations imposed under this article are to be deemed of the essence, with the result that any breach, albeit merely suspected, of even only one of the provisions set forth in the preceding paragraphs, shall entail the immediate termination of this Agreement on the part of AdEthic, without notice and in any event, without prejudice to any of AdEthic's other rights and remedies, including by way of compensatory damages.

7. Right of refusal.

- 7.1. The Principal shall be entitled to refuse to publish or host on all the Assets and Advertising of AdEthic if, in the Principal's opinion, conflicts with the Principal's beliefs, convictions, prestige and/or material or moral interests, or otherwise, entails a violation of the law or the Code of Marketing Communications (<http://www.iap.it/>), The Principal shall have the right to exercise this right by suspending the publication of codes provided by AdEthic.
- 7.2. AdEthic reserves the right to reject any order for the publication of Advertising that AdEthic deems, at its sole discretion, to entail a violation of the law or the Code of Marketing Communications (<http://www.iap.it/>), as well as to discontinue the performance of orders for the publication of Advertising declared to be in breach of the said code, by the Jury of the Italian advertising self-regulation authority Istituto dell'Autodisciplina Pubblicitaria (IAP).
- 7.3. In the cases contemplated in the preceding paragraphs, neither of the Parties shall bear any liability whatsoever towards the Advertiser and/or any other person or party in respect of unperformed orders or discontinued service.
- 7.4. Should the Principal fail to exercise the latter's right of refusal under this article, AdEthic may not be held liable for any harmful consequences whatsoever arising from the publication of the Advertising in question.
- 7.5. The Principal accepts and acknowledges that the obligations imposed under this article are to be deemed of the essence, with the result that any breach, albeit merely suspected, of even only one of the provisions set forth in the preceding paragraphs, shall entail the immediate termination of this Agreement on the part of AdEthic, without notice and in any event, without prejudice to any of AdEthic's other rights and remedies, including by way of compensatory damages.

8. Prohibited uses.

- 8.1. The Principal shall not authorise or otherwise encourage any third party to:
- i) directly or indirectly generate queries, Referral Events, impressions or clicks on any Advertisement, Link, Search Result or Referral Button (including, without limitation, clicks on the "play" button of video footage embedded in Advertisements), using automated, deceptive or fraudulent procedures, or other unlawful means, such as, without limitation, manual clicks, bots or other tools that automatically generate queries, computer-

generated queries, and/or the unauthorised manipulation of online services and/or search engine optimisation software;

- ii) adapt, alter, filter, truncate or change the order of the information contained in any Advertisement, Link, Search Result or Referral Button, or otherwise, delete, hide or minimise any Advertisement, Link, Advertisement Unit, Search Result or Referral Button without AdEthic's prior written consent;
- iii) frame, minimise, delete or otherwise obstruct the full and complete display of any web page accessed by a final user via an Advertisement (the "**Advertiser's Web Page**") and/or any Search Results Page or Referrals Page;
- iv) redirect a final user to any content whatsoever other than the Advertiser's landing page, the Search Results Page or the Referral Page, as the case may be, or to a different version from the one which would be viewed by the end user by directly accessing the Advertiser's Page, the Research Results Page or the Referral Page, or otherwise to interpose, provide or offer any content, options or other material whatsoever between any Advertisement and the corresponding Advertiser's landing page, or any Search Field and the corresponding Search Results Page or any Referral Button and the corresponding Referral Page.
- v) display any Advertisement, Link, Search Result or Referral Button on any web page or website whatsoever featuring pornography, incitements to hatred and violence, or content that is unlawful or disrespectful of the principles and values entrenched in the Code of Ethics;
- vi) directly or indirectly, access, launch and/or activate Advertisements, Links, Search Results or Referral Buttons via websites or using software or other tools not included in the Assets, or, otherwise, to host on such websites, Advertisements, Links, Search Results or Referral Buttons, except as expressly contemplated in this Agreement;
- vii) engage in web crawling or spidering or to copy, index, mine or store, other than in cache or on a temporary basis, any information or data whatsoever generated through Advertisements, Links, Search Results or Referral Events, or any part of the latter;
- viii) engage in any conduct whatsoever that could entail a violation of the Code of Ethics and/or any of the documents referenced therein;
- ix) disseminate and spread malware in general;
- x) propose as Assets or Other Assets to be associated with the Network, new online resources and/or platforms, following the termination of this Agreement by AdEthic in light of contractual breaches committed by the Principal;
- xi) engage in any activity, behaviour or conduct that AdEthic deems, at its sole discretion, as potentially at risk of resulting in reputational harm or other negative consequences for AdEthic and/or the Network.

8.2. The Principal accepts and acknowledges that the obligations imposed under this article are to be deemed of the essence, with the result that any breach, albeit merely suspected, of even only one of the provisions set forth in the preceding paragraphs, shall entail the immediate termination of this Agreement on the part of AdEthic, without notice and in any event, without prejudice to any of AdEthic's other rights and remedies, including by way of compensatory damages.

9. Disposal/merger of the Assets

9.1. AdEthic must be immediately informed of any sale or lease of any of the Assets during the term of this Agreement, by written notice to be forwarded by registered letter with acknowledgement of receipt, containing a firm commitment on the part of the Principal to ensure, thenceforth, that this Agreement shall be transferred, by novation, to the new owner or lessee of the Asset or Assets in question, who shall, accordingly, be bound to abide by this Agreement in full.

9.2. AdEthic shall be invested with the broadest discretion in deciding whether or not to accept the transfer by novation contemplated in the preceding paragraph, and shall consequently be entitled to withdraw from this Agreement in the event of any such transfer, by serving on both, the Principal and the new owner or lessee of the Asset or Assets in question, notice to such effect by registered letter with acknowledgement of receipt, it being specified that in all such cases, the Principal shall ensure that the publication of any and all Advertising is immediately discontinued on all the Assets subjected to sale or lease.

9.3. Should any of the Assets be merged into those belonging to third parties, all the provisions of this Agreement shall continue to remain in full force and effect, without prejudice to changes and amendments witnessed in writing between the Parties, or to AdEthic's right to terminate this Agreement with immediate effect by serving the Principal with written notice to such effect by registered letter with acknowledgement of receipt, it being specified that in all such cases the

Principal shall ensure that the publication of any and all Advertising is immediately discontinued on all the Assets subjected to merger.

10. Term.

- 10.1. This Agreement shall be in force on the day of officially join the network Adethic filling online application form on the website of Adethic and will expire on 1 year.
- 10.2. Upon expiry of the aforesaid term, this Agreement shall be subject to automatic renewal for identical terms, until and unless one of the Parties serves written notice of its intention of non-renewal on the other, at least 30 days prior to the due expiry date of the contractual term then underway.

11. Express termination clause.

- 11.1. Apart from suspending or restricting the association of one or more specific Assets with the Network, AdEthic may, at its sole discretion, terminate this Agreement and, therefore, the Principal's Network membership, at any time, without notice.
- 11.2. This Agreement shall, in any case, be deemed breached in the event:
 - i) the Principal suspends the publication of Advertising, albeit merely on a temporary basis;
 - ii) the graphical layout of the Assets undergoes significant deterioration;
 - iii) editorial content and style, and/or the target audience are significantly altered.
- 11.3. The Licensor shall it at any time terminate this contract, according to his own discretion, with reporting obligation within 30 days by registered post
- 11.4. Article 5 above, as well as articles 13 to 25 below, shall continue to remain in full force and effect in respect of any and all residual interactions or matters or issues still to be fully resolved following the termination of this Agreement for any reason or cause whatsoever.

12. Confidentiality.

- 12.1. Except as and to the extent authorised by AdEthics in writing, the Principal shall in no event divulge or disclose to any third party, any of AdEthic's industrial secrets or other proprietary data or confidential information whatsoever ("**AdEthic's Confidential Information**") which shall be deemed to include, without limitation: (a) all of AdEthic's software, technology, programming, specifications, materials, instructions and documentation pertaining to the Network and this Agreement; (b) click-through rates or other statistical data, whether provided by AdEthic or otherwise, pertaining to the performance of any and/or all of the Assets included in the Network; (c) any and all other data or information, howsoever stored, that may be reasonably deemed to qualify as confidential, whether or not the same are actually marked as "Confidential", "Secret", "Classified" or feature other distinguishing labels, markings, notices or signs indicating their confidential nature.
- 12.2. AdEthic's Confidential Information shall not include data that has fallen into the public domain through no fault of either of the Parties, or, otherwise, information that (i) can be shown, in light of documentary evidence, to have been developed without the benefit of AdEthic's Confidential Information; (ii) was lawfully received by the Principal from third parties without any breach of confidentiality obligations; and/or (iii) was disclosed by the Principal pursuant to statutory obligations, provided that AdEthic is served timely notice of such disclosure.

13. Exclusion of Warranty.

- 13.1. AdEthic provides no warranty whatsoever in respect of the number of impressions of any Advertisement, the number of user-clicks on any Advertisement or Referral Button, the time of such impressions and/or clicks, the conclusion of Referral Events, or the amount of the consideration due to the Principal pursuant to this Agreement.
- 13.2. AdEthic is unable to guarantee the constant, smooth functioning of the Network, especially since online access is subject to disruption by, inter alia, (i) breakdowns of public internet infrastructure, networks or servers, (ii) the suspension of local internet access or breakdowns of the Principal's computer systems, (iii) scheduled maintenance operations or (iv) unforeseeable circumstances, acts of God, or other events or factors beyond the control of AdEthic (or its affiliates) ("**Unforeseeable Circumstances and Acts of God**") such as, without limitation, industrial action, public disorder, insurrections, fires, floods, explosions, the outbreak of war, government action, operating conditions, earthquakes, natural disasters, and/or suspensions of local web connectivity services.

14. Limitations on Liability.

- 14.1. In no event whatsoever may AdEthic be held liable for the content of any Advertisement, Advertising or Asset, regardless of the nature thereof.
- 14.2. None of the Parties may be held liable for any of the following types of harm and losses (whether or not the same were foreseen, foreseeable, known or expected): (a) loss of earnings; (b) loss of current or future profits; (c) loss of liquidity; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; (g) loss of reputation; (h) deletion, deterioration, or degradation of data; (i) any and all indirect or contingent losses, howsoever arising.

- 14.3. Without prejudice to the provisions of paragraph 15.1 above, the overall liability of each of the Parties, pursuant to or in connection with this Agreement (including any and all liability arising from the unenforceability or nullity of any part of this Agreement) may in no event exceed% of the net amount paid to the Principal by AdEthic during the 12 month period immediately preceding the date on which such liability first arose.
- 14.4. Each of the Parties accepts and acknowledges that the other has entered into this Agreement relying on the limitations on and exemption and exclusions of liability contemplated herein, and that all of the latter are of the essence to the contractual intention of the Parties as expressed through this Agreement.
- 14.5. Without prejudice to any of the above, and save for payment obligations, none of the Parties may be held liable for any delays or contractual violations whatsoever arising from Unforeseeable Circumstances and/or Acts of God.
- 14.6. The Principal accepts and acknowledges that the obligations imposed under this article are to be deemed of the essence, with the result that any breach, albeit merely suspected, of even only one of the provisions set forth in the preceding paragraphs, shall entail the immediate termination of this Agreement on the part of AdEthic, without notice and in any event, without prejudice to any of AdEthic's other rights and remedies, including by way of compensatory damages.

15. Statement of Account

- 15.1. .
- 15.2. At the end of each month, AdEthic shall forward to the Principal a Statement of Account specifying the amount payable to the Principal for hosting Advertising on the Asset or Assets during month in question.
- 15.3. Upon approval of the aforesaid Statement of Account by the Principal, AdEthic shall proceed to make payment of the amount due to the Principal for hosting Advertising on the Asset or Assets during the month of reference, in accordance with the procedures of the article 17 below.

16. Payments.

- 16.1. The Principal shall be entitled to receive, in cash, an amount representing a percentage of AdEthic's revenues from the sale of advertising space to Advertisers for the publication of Advertisements and the display of Referral Buttons on the Asset or Assets, it being understood that the amount payable shall be determined in function of various factors, including (a) the number of valid user-clicks on the Advertisements displayed on the Asset or Assets; (b) the number of valid impressions of Advertisements displayed on the Asset or Assets; (c) the number of Referral Events validly initiated and concluded through the Referral Buttons displayed on the Asset or Assets; and/or (d) other events pertaining to the display of the Advertisements on the Asset or Assets; and that the percentage of AdEthic's revenues payable to the Principal shall be determined by AdEthic at its sole discretion, with amounts payable being calculated solely on the basis of AdEthic's records, bearing in mind that the data displayed on AdEthic's dashboard may not perfectly coincide with the figures used to calculate the amount payable to the Principal.
- 16.2. Payments shall be made within 90 (ninety) days following delivery of the Statements of Account to be forwarded by AdEthic to the Principal, setting forth the figures underlying the related calculations, it being however understood that no payment whatsoever shall be made to the Principal until the latter's entitlements exceed the minimum threshold of EUR 100.
- 16.3. The Principal shall bear the same percentage specified above, of any and all amounts written off as bad debt.
- 16.4. Should the Principal contest or dispute certain items carried in the Statement of Account, payment shall be made only of the uncontested and undisputed items.
- 16.5. Should this Agreement be breached for any reason or cause whatsoever, AdEthic shall settle the full balance outstanding to the Principal within ninety (90) days following the end of the calendar month in which the Agreement was terminated.
- 16.6. The Principal shall not be entitled to any payment whatsoever in respect of:
 - i) invalid requests, Referral events, user-clicks or impressions of Advertisements generated by individuals, bots or other software or devices, as reasonably determined by AdEthic, including user-clicks or impressions (i) originating from the Principal's IP address or hardware under the Principal's control; (ii) procured or solicited through payment or promises of payment, material misrepresentations, or invitation to final users to click on the Advertisements, or (iii) procured or solicited through payment or promises of payment, material misrepresentations, or other unlawful requests or, in any event, invalid invitations to final users to initiate and conclude Referral Events.

- ii) Advertisements or Referral Buttons displayed to final users on whose browsers JavaScript has been disabled.
 - iii) Advertisements promoting charitable organisations or other place-marker or transparent Advertisements provided by AdEthic.
 - iv) user-clicks combined with a significant number of invalid user-clicks as described in point (a) above;
 - v) user-clicks pertaining to Advertisers whose Advertisements are displayed on the Asset or Assets but who are in default of their payment obligations towards AdEthic in respect of those Advertisements.
- 16.7. AdEthic reserves the right to withhold payments in the event the Principal unduly receives payment in respect of any of the items specified above.
- 16.8. AdEthic may offset any and all amounts due pursuant to the Agreement, against amounts due to AdEthic and its affiliates from the Principal, it being understood that the latter hereby and henceforth authorises the offsetting contemplated in this paragraph.
- 16.9. The Principal shall bear sole liability for the availability and proper maintenance of the address as well as the prompt updating of any and all of the Principal's contact data, it being understood that any and all bank charges levied in connection with payments returned or cancelled as a result of incorrect contact data or payment information, may be deducted from subsequent payments to be made by AdEthic.
- 16.10. The Principal shall bear any and all taxes and/or charges payable as a result of the Principal's Network membership, it being specified that AdEthic shall not make any VAT refunds to the Principal.
- 16.11. AdEthic reserves the right to change its pricing structure and/or payment procedures, at its sole discretion, at any time.
- 16.12. Any and all contested or disputed payments must be notified to AdEthic in writing at the address info@adethic.net within no more than 30 (thirty) days following the date of the contested or disputed payment, failing which the Principal shall be deemed to have waived and abandoned any and all claims in such regard.
- 16.13. AdEthic may withhold any and all amounts payable to the Principal who accepts and acknowledges that AdEthic may, without further notice, donate any and all amounts payable pursuant to this Agreement, to a charitable organisation selected by AdEthic at its sole discretion.

17. Promotion.

- 17.1. AdEthic reserves the right to use the Principal's brand name and logo in all presentations, marketing materials, client lists, financial reports, lists of client websites, Search Results Pages and Referral Pages.
- 17.2. The Principal may also use AdEthic's Brands for promotional purposes, provided that any and all such uses are compliant with the provisions of this Agreement and the guidelines for the use of AdEthic's Brand, in force at the time, and available for consultation at <http://www.adethic.net>, inclusive of any and all content and documents referenced therein.

18. Representations and warranties.

- 18.1. The Principal and AdEthic mutually represent and warrant that they: a) shall use their best endeavours to ensure the prompt and proper performance of their respective obligations hereunder; b) are fully entitled, empowered and authorised, and have discharged all that is required to enter into, deliver and exercise their respective rights and perform their respective obligations hereunder; and (c) have complied and shall continue to comply with any and all applicable laws, regulations, rules, orders, charters, codes and the like.
- 18.2. The Principal, moreover, represents and warrants that:
- 18.2.a) the Principal enjoys full and unfettered freedom to contract under applicable laws and regulations;
 - 18.2.b) all the information disclosed by the Principal to AdEthic is complete, accurate and updated and shall remain so throughout the term of this Agreement;
 - 18.2.c) by entering into and performing this Agreement, the Principal remains entirely within the bounds of the powers invested in the Principal with regard to any of the Assets;
 - 18.2.d) in the event any Asset incorporates a media player, the latter (together with any and all content, including, without limitation any Advertisement or Advertisement Unit) is duly covered by a valid licence for use and distribution for the purposes of this Agreement and the Programme;
 - 18.2.e) each and every Asset, inclusive of any and all content hosted on the same:
 - i) is fully compliant with any and all applicable laws, regulations, rules, orders and/or codes or charters, including the Code of Marketing Communication (available for consultation at www.iap.it);

- ii) does not entail and has not entailed any breach of an rights or privileges of any individual or legal entity whatsoever, including, without limitation, third-party intellectual property, privacy or publicity rights, or any consumer rights or consumer protection obligations, or any rights, duties or obligations arising in terms of product liability and/or in application of the law of contract and/or torts.
- iii) is totally and entirely free, devoid and bereft of any pornographic content whatsoever and/or incitements to hatred or violence, and in no way violates or conflicts with the principles and values entrenched in the Code of Ethics, and the Code of Marketing Communication (available for consultation at www.iap.it).

19. Indemnification obligation.

- 19.1. The Principal undertakes to indemnify, defend and hold harmless AdEthic and its agents and affiliates, members, directors, executives and employees, and any and all third parties (including, without limitation, Advertisers, syndicate partners, licensors, licensees, consultants and contractual counterparties) – hereinafter collectively “**Protected Persons**” – from and against any claim, liability, loss and expense whatsoever raised by third parties (inclusive, without limitation, of any and all compensatory damages, amounts paid pursuant to settlements and reasonable attorney’s fees) against any Protected Person, in connection with, or as a result or by reason of the Principal’s Network membership and/or non-compliance on the Principal’s part, with any provision whatsoever of this Agreement.

20. AdEthic’s rights.

- 20.1. The Principal accepts and acknowledges that AdEthic is invested with full proprietary title and all of the other rights and interests, including Intellectual Property Rights (as defined below) on and in the Programme (inclusive, without limitation, of the Brands and any and all distribution, search and referral technologies), and that, consequently, the Principal shall not acquire any proprietary title or other right or interest whatsoever on or in the Network, save as expressly contemplated in this Agreement.
- 20.2. Except as permitted under law, the Principal shall not modify, adapt, translate, mine, decompile, reverse-engineer, dismantle or otherwise attempt to extract the source code of any of AdEthic’s services, software or documents, and shall not create or attempt to create any alternative, substitute or similar service or product by using or accessing the Programme and/or any proprietary information pertaining thereto.
- 20.3. The Principal shall not remove, hide or alter any information or labels regarding copyright or any of the Brands, or other data pertaining to AdEthic’s proprietary rights displayed on or embedded in any of AdEthic’s services, software or documents (including the display of any of the Brands together with Advertisements, Links, Search Fields, Search Results or Referral Buttons).
- 20.4. For the intents and purposes of this Agreement, “**Intellectual Property Rights**” shall mean and include any and all rights arising, from time to time, under laws regulating patents, copyright, semiconductor protection, moral rights, industrial secrets, trademarks, unfair competition, publicity rights, privacy rights and any and all other property rights, as well as deriving from any and all registration or other applications, renewals, extensions, resubmissions and reinstatements, in respect of any and all of the above, whether already actionable and enforceable or still to arise, throughout the world.

21. Rights on Information.

- 21.1. AdEthic may withhold and use, in accordance with the provisions of AdEthic’s Privacy Policy (available for consultation at <http://www.adethic.net>), any and all the information and data that the Principal may provide to AdEthic, including, without limitation, demographic data pertaining to any and all of the Assets, as well as contact and billing information.
- 21.2. The Principal accepts and acknowledges that, in order to facilitate the processing and approval of the Principal’s application for Network membership, AdEthic reserves the right to reveal and transmit any and all of the Principal’s personal identification data to third parties, some or all of whom may be resident in countries featuring privacy regulations that are less restrictive than, or, in any event, different from the personal data protection laws applicable to the Principal.
- 21.3. AdEthic may also reveal and disclose any and all such information to ensure compliance with statutory obligations, court orders and other legally binding documents, including summonses, subpoenas duces tecum, discovery orders, search warrants, and injunctions, or, to exercise and/or enforce its legal rights, seek redress and remedy and/or defend itself in legal actions.
- 21.4. AdEthic reserves the right to share with Advertisers, business partners, sponsors and other third parties, any and all of the Principal’s non-sensitive data, including information regarding the websites comprising any Asset, as well as Asset-specific statistics and similar data collected, processed, compiled and/or generated by AdEthic.

- 21.5. The Principal hereby and henceforth authorises AdEthic to access, index and store in cache the content of any and all the Assets or any part or parts thereof, including through automated techniques, such as web crawling or spidering.

22. Previous understandings and amendments.

- 22.1. This Agreement and all the documents referenced herein constitute the entire agreement between the Parties on the subject-matter hereof, and replaces and prevails over any and all previous understandings, contracts, statements or undertakings of any nature or kind whatsoever, howsoever formalised, concluded, executed and/or exchanged by and between the Parties in respect of the same subject-matter.
- 22.2. Any and all amendments hereto must be stipulated in writing.

23. Sundry Provisions

- 23.1. The Principal accepts and acknowledges that AdEthic reserves the right to unilaterally amend these Terms and Conditions, the Code of Ethics, and any and all other documents constituting this Agreement by serving written notice of any and all such amendments on the Principal, it being understood that, in all such cases, the Principal's continued performance of this Agreement following receipt of the aforesaid notice, shall be construed as acceptance of all the amendments in question, and that, in the event the Principal is unwilling to accept the said amendments, the Principal may terminate this Agreement and, consequently, also the Principal's Network membership, without penalty, by serving AdEthic written notice to such effect within no more than 10 (ten) days following receipt of the abovementioned notice.
- 23.2. No negligence, failure, oversight or delay whatsoever, on the part of any of the Parties hereto, in exercising or enforcing any right or remedy arising under this Agreement may be construed as a waiver of the same or any other right or remedy hereunder, and no specific or partial exercise or enforcement of any right or remedy arising under this Agreement may be deemed to hinder, obstruct or otherwise restrict the future exercise of the same or any other right or remedy hereunder.
- 23.3. The rights and remedies available pursuant to this Agreement are to be considered cumulative and may, in no event be construed to preclude the enforceability of any statutory rights or remedies whatsoever.
- 23.4. The nullity, unlawfulness or unenforceability of one or more specific provisions hereof, shall not affect the validity, enforceability and binding nature of the remaining provisions of this Agreement.
- 23.5. No part of this Agreement may be construed as setting up a partnership or joint-venture of nature or kind whatsoever between the Parties, or as appointing any one of the Parties as an agent of the other for any purpose whatsoever, and none of the Parties may be deemed invested with any power or authority to enter into binding commitments or contracts, or to assume any liability whatsoever towards any third party, in any manner or form and for any reason, cause or purpose whatsoever, on behalf or in the name of the other.
- 23.6. Nothing in this Agreement may be construed as constituting or conferring any right or other benefit in favour of any third party whatsoever to this Agreement.
- 23.7. Save as expressly provided otherwise, any and all notices to be served on AdEthic pursuant hereto, must be forwarded in writing to the address info@adethic.net whilst notices to be served by AdEthic on the Principal shall be addressed as specified by the latter.
- 23.8. The Principal shall refrain from reselling, transferring or disposing of any of the Principal's rights hereunder, it being understood that attempt by the Principal to do so, shall entail the termination of this Agreement, without any liability for AdEthic which, notwithstanding the above, may transfer this Agreement to any of its affiliates, at its sole discretion and without notice, at any time, without the need for any acceptance or approval by the Principal.
- 23.9. These Terms and Conditions as amended from time to time in accordance with the provisions set forth herein, shall be published on the website <http://www.adethic.net>, and the Principal shall be bound to print out and maintain on file, a copy of these Terms and Conditions, since AdEthic may not be in possession of a copy of the version of these Terms and Conditions in force at the time the Principal entered into this Agreement.

24. Jurisdiction and applicable law.

- 24.1. This Agreement shall be governed and construed in accordance with the laws of Italy, and the Parties expressly elect to invest the Courts of Milan with sole jurisdiction over any and all disputes or issues that may arise from or in connection with this Agreement.

25. Notices.

- 25.1. Any and all notices, applications, requests or other deeds and documents to be served pursuant hereto and/or for the intents and purposes hereof, must be forwarded by facsimile transmission or certified e-mail (known by its Italian acronym PEC) to the following addresses:
- i) in the event service is to be made on AdEthic: ADEthic s.r.l., via del Mascherino n. 46-Milano
PEC: adethic@legalmail.it
 - ii) in the event service is to be made on the Principal: _____ s.r.l.– Via _____
PEC: _____@pec._____it

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The Principal

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ADEthic

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Pursuant to and for the intents and purposes of articles 1341 and 1342 of the Italian Civil code, the Principal represents that the Principal has examined, specifically approves, and is duly aware of the provisions of the following articles of this Agreement: 2 Subject-matter of the Agreement; 3 Discretionary veto on membership applications; 4 Operating procedures and Functioning of Advertisements, Links, Search Results and Referral Buttons; 6 The Principal's additional obligations and responsibilities; 7 Direct orders from Advertisers; 9 Prohibited Uses; 10 Disposal/merger of the Assets; 12 Express Termination Clause; 13 Confidentiality; 14 Exclusion of Warranty; 15 Limitations on Liability; 19 Representations and Warranties; 20 Indemnification obligation; 21 AdEthic's Rights; 22 Rights on Information; 25 Jurisdiction and applicable law;

The Principal

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ADEthic

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