

CONFIDENTIAL

Early Access

iCHATit Technologies/iCHATit.com

ICHATIT ADVERTISING SPONSORED LISTINGS USAGE TERMS AND CONDITIONS

Ichatit Advertising's Sponsored Listings Service ("Sponsored Listings") provides Advertisers and Agencies with the ability to target text advertisements on the Ichatit Network by site, section, page or page content. By entering information into this online interface and clicking "I agree", Advertiser and/or Agency agrees to these terms and conditions (the "Sponsored Listings Terms and Conditions"), as well as any referenced specifications and policies, and agrees to be bound by them. ESTIMATED MILESTONE/TIMELINE HARD LAUNCH DATE(S) ARE ON OR BEFORE AND/OR THEREAFTER SET FOR 6/30/18 AND BEING NO LONGER THAN (170) ONE HUNDRED AND SEVENTY BUSINESS DAYS OF THERE SAID ESTIMATED DATE.

In addition to the terms set forth in this Agreement, Agency's use of Sponsored Listings will be governed by Version 3.0 of the Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, as jointly published by the AAAA and the IAB (the "Standard Terms"). All Advertising Campaigns will be governed by the laws of the State of Virginia. All impressions specified in the Advertising Campaign will be delivered through the Ichatit Network, which is defined as any web site, product, service, or site owned, operated, distributed, or authorized to be distributed by or through Ichatit Technologies, Ichatit Advertising, or any Ichatit affiliate worldwide, including any third party interactive site(s) on which Ichatit distributes or is authorized to distribute Advertisements. If an Agency is signing this Agreement with no Agency representation, all references in this Agreement and the Standard Terms to "Agency" will be deemed to mean Advertiser. To the extent that the following terms conflict with the Standard Terms, the terms hereunder shall govern.

In consideration of the conditions and mutual covenants contained herein, Ichatit Advertising and Agency hereby agree to the following additional terms and conditions.

TERMS

1. Additional Fees.

Ichatit Advertising will charge Advertiser/Agency a non-refundable setup fee of \$1,500.00 ("**Set-up Fee**"). Ichatit Advertising will credit the Set-up Fee to Advertiser/Agency's account, and Advertiser/Agency may use the \$1,500.00 to run Advertisements within hundred fifty (150) days of initial signup/hard launch, after which time said credit shall expire. Advertiser/Agency understands that Ichatit Advertising may from time to time offer incentives and promotions to Advertiser/Agencies, which may include free clicks. If Advertiser/Agency has signed up as a result of a promotion offering free clicks or other incentives, the Set-up fee shall not apply until such time as Advertiser/Agency has used up the free clicks or other incentives and elected to continue to use the Sponsored Listings Service.

2. Payment.

Advertiser/Agency agrees to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any governmental entity. Ads will be served on Ichatit Network based on such factors as relevancy, FLAT rates and ad rotation algorithms. Agency acknowledges that Ichatit Advertising may change the FLAT RATE minimum pricing at any time. If, at the time of such change by Ichatit Advertising, Advertiser/Agency's FLAT RATE is less than the minimum, Advertiser/Agency's FLAT RATE minimum pricing will not be automatically deemed to meet the new minimum and Advertiser/Agency's Ads may not get selected as often, or at all, for placement on the Ichatit Network. Advertiser/Agency shall be responsible for Flat Rate prices which Advertiser/Agency has authorized by digital or written means. In addition, Advertiser/Agency agrees and acknowledges that if Advertiser/Agency has a prepaid amount in its account and elects to purchase an Advertisement that is more than the prepaid amount, Advertiser/Agency may incur a negative balance which Advertiser/Agency will be responsible for paying immediately. Charges shall be calculated solely based on invoicing records maintained by Ichatit Advertising for purposes of billing. No other measurements or statistics of any kind shall be accepted by Ichatit Advertising or shall have any effect under this Agreement. Ichatit Advertising disclaims any representation or warranties, express or implied, regarding the validity of clicks on any Ads, and Advertiser/Agency will not hold Ichatit Advertising responsible for any clicks on any Ads, regardless of the source, nature, purpose or intent of the clicks. In the event that Advertiser/Agency believes that clicks on Advertiser/Agency's Ads are the result of fraudulent activity, Ichatit Advertising shall work in good faith with Advertiser/Agency to investigate and resolve any disputes around any possible fraudulent activity. To the extent that Ichatit Advertising determines that clicks on Advertiser/Agency's Ads are the result of fraudulent activity, a refund of fees charged for any such fraudulent clicks will be provided to Advertiser/Agency. Advertiser/Agency's right to access its account is subject to any credit limits established by Ichatit Advertising. If in Ichatit Advertising's sole discretion Advertiser/Agency's credit is or becomes unsound or insufficient; or if Advertiser/Agency exceeds the credit limits established by Ichatit Advertising; or if payment cannot be charged to Advertiser/Agency's credit/charge/debit card for any reason; or if there is a chargeback for any reason or if Advertiser/Agency's financial institution does not honor Advertiser/Agency's check for payment, (i) Ichatit Advertising may demand immediate payment for all outstanding balances due pursuant to this Agreement and any other agreement between the parties, and Advertiser/Agency agrees to pay all outstanding charges upon such demand; (ii) Ichatit Advertising may terminate Advertiser/Agency's account in whole or in part, including removal of the Ads; and (iii) Ichatit Advertising will assess a fee of \$85 for any returned checks, declined cards, or chargeback requests on Advertiser/Agency's account. Section III of the Standard Terms will not apply to credit card payments.

3. Advertising Guidelines.

Advertiser/Agency agrees and acknowledges that in order for Ichatit Advertising to maintain the integrity of the Service, Advertiser/Agency is subject to these Terms and Conditions as well as the terms and conditions in the Advertiser/Agency Guidelines as published on Ichatit Advertising's Website at launch which are not incorporated into these Terms and Conditions by reference and which may be modified by Ichatit Advertising at any time. Advertiser/Agency is solely responsible for knowing the content of the Advertiser/Agency Guidelines. Ichatit Advertising may, in its sole discretion, reject, cancel or remove at any time any Advertisement from the Service for any reason without prior notice to the Advertiser/Agency. Ichatit Advertising will notify the Advertiser/Agency following the rejection, cancellation or removal of any Advertisement from the Service and shall refund a prorata share of the amount paid to Ichatit Advertising, if applicable, to display the Advertisement based on the percent of the campaign delivered during the Contract Period. Ichatit

Advertising will not be liable in any way for any rejection, cancellation or removal of any Advertisement. Ichatit Advertising does not guarantee any impression or click delivery. Advertiser/Agency may not receive any impressions if there are more Advertisers/Agencies or advertisements than display positions or if the Advertisement does not meet applicable relevancy thresholds. Advertiser/Agency understands and agrees that it is responsible for maintaining the confidentiality of its password. Advertiser/Agency will never be asked for its password by Ichatit Advertising or the Ichatit Advertising Affiliates. If Advertiser/Agency is asked for its password by any other individual or entity, Advertiser/Agency shall refrain from complying with such a request and shall report the incident to Ichatit Advertising or to the management of the Ichatit Advertising Affiliate on which Agency's Ads are running pursuant to this Agreement. Additionally, Agency understands and acknowledges that Advertisements for the following categories of goods and/or services: Dietary Supplements and Free Products or Services shall adhere to the following FTC guidelines found at <http://www.ftc.gov/bcp/guides/free.htm> and <http://www.ftc.gov/bcp/edu/pubs/business/adv/bus09.shtm>.

4. Modification and Operation of the Sponsored Listings Online Interface.

Ichatit Advertising reserves the right to redesign or modify the organization, structure or "look and feel" of this online interface at any time without notice. THE SERVICE IS MADE AVAILABLE "AS IS" AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ICHATIT ADVERTISING DOES NOT WARRANT OR GUARANTEE THAT THE SERVICE OR OPERATION THEREOF WILL BE UNINTERRUPTED OR WILL MEET ADVERTISER'S REQUIREMENTS.