

Advertiser and Publisher

Terms and Conditions

LinkVehicle Group, LLC

PLEASE READ THESE TERMS AND CONDITIONS ("T&C") CAREFULLY BEFORE USING THE SERVICES OFFERED BY LinkVehicle Group, LLC ("Us" or "We"). BY REGISTERING ON ANY OF OUR PORTALS (including, but not limited to linkvehicle.com, vazoola.com, and valuedvoice.com) Advertiser and Publishers ("You") AGREE TO BECOME BOUND BY THESE T&C. IF YOU DO NOT AGREE TO ALL THE T&C, YOU MAY NOT USE OUR SERVICES.

1. DESCRIPTION OF SERVICES.

We provide platforms and managed Services to facilitate Advertisers and Publishers engaging in marketing relationships to create and/or distribute content through channels including but not limited to websites, social networks, and video/image publishing platforms, subject to your acceptance of and compliance with this T&C. An advertiser or publisher of a website will only use our platform if they wish to engage in marketing relationships to create and/or distribute content and for no other reason. Use of our Services and platform are not exclusive to any advertiser or publisher. Each time you use any LinkVehicle Group portal, the current version of the T&C will apply.

2. INFORMATION USAGE.

Under no circumstance will you divulge, record, or abuse any information pertaining to websites found in our platform, including but not limited to URLs, descriptions, and images. If you are in anyway affiliated with, agents of, working for, or employed by any internet search engine organization you may not register to use our website or Services. Publishers are prohibited from directly contacting any LinkVehicle Group, LLC Advertiser. Advertisers are prohibited from directly contacting any LinkVehicle Group, LLC publisher. A publisher is prohibited to divulge any LinkVehicle Group LLC advertiser information to any third party, including but not limited to, any search engine organization. An advertiser is prohibited from divulging any LinkVehicle Group LLC publisher information to any third party, including but not limited to, any search engine organization.

3. MARKETING.

We can market our Services directly to any email address entered into any of our portals. You may opt out of our mailers at any time.

4. CONTROL OF SERVICES.

You will observe and comply with all of our registration requirements, as well as our technical requirements for the proper display of content. We can modify our portals and Services at any time. We can discontinue our Services at any time. We can also suspend your access to our platform and portals at any time, for any reason. You are not permitted to alter or reuse the content provided by us in any way without our written consent. Any dispute between an Advertiser and Publisher will be decided by the LinkVehicle Group, LLC organization.

5. PUBLISHER COMPENSATION.

If you publish content for an Advertiser fully in compliance with all requirements, terms, and this T&C, you will be sent any owed payment by the 1st week of the calendar month following the month of twenty-four (24) hours after the entry of a permalink, or equivalent unique proof of placement into the platform via one of our portals. Publication of any LinkVehicle Group, LLC content, or any original content on our behalf, constitutes consent to the amounts due as published via our platform. Different opportunities have different prices. In some cases, publishers may be offered physical or digital goods instead of payment. Payment may be withheld at the discretion of the LinkVehicle Group, LLC for any reason.

6. ADVERTISER BILLING.

Advertisers will be billed via one or both of two methods: A. You will be billed on an agreed monthly due date each month for the amount agreed upon by LinkVehicle Group, LLC until you terminate the plan. If you wish to discontinue use of our services, you can contact us to cancel before your due date. No refunds will be given for any reason after your due date. B. You will pay a onetime fee to deploy content via a publisher channel. If the content is rejected by LinkVehicle Group LLC or the publisher for any reason a credit will be applied back into the advertiser's account and used for future content on publisher channels. If the content doesn't follow the general requirements given by the advertiser, the advertiser will have 30 days to request a change. If the publisher fails to make the necessary changes then the credit will be placed into the advertisers account and the publisher will not be paid for that content. Advertiser agrees to pay LinkVehicle Group, LLC all charges made to Advertiser's account for agreed upon fees or use of Services in accordance with this T&C. If LinkVehicle Group, LLC does not receive timely payment and the balance in the Advertiser's account is not enough cover agreed upon fees or Services hereunder: (i) a charge will be made to the Advertiser's credit card or other preferred payment method for the balance owed, (ii) Advertiser agrees to pay all amounts due on its account upon demand, and (iii) LinkVehicle Group, LLC reserves the right to either suspend or terminate an Advertiser account, including deletion of Advertiser's content until the balance is paid in full. All fees for the Services which are charged to Advertiser account, as well as all deposit(s) for future Services, are non-refundable. Advertiser agrees to submit any disputes regarding any charge in writing to LinkVehicle Group LLC within thirty (30) days, otherwise such dispute will be waived and such charge will be final and not subject to challenge. In the event Advertiser's payment method cannot be charged, Advertisers will be denied Services and may accrue overdue fees. Overdue fees are subject to unilateral change by LinkVehicle Group, LLC at our sole and full discretion. Advertiser authorizes LinkVehicle Group, LLC to charge Advertiser's credit card or preferred payment method, as provided by the Advertiser, in advance to deposit credit into the Advertiser's account. Advertiser will be responsible for charges resulting from the use of Services and any applicable fees will be automatically withdrawn from the Advertiser's outstanding credits or charged to their credit card or preferred payment method. Advertiser represents and warrants that it has the legal right to use any credit card or other payment method utilized in connection with any transaction. By submitting such information, Advertiser grants LinkVehicle Group, LLC the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by the Advertiser. If the credit card provided was not authorized, then all amounts in the Advertiser's account will immediately be forfeited. Advertiser's non-termination or continued use of the Services reaffirms that LinkVehicle Group, LLC is authorized to charge Marketer's credit card. LinkVehicle Group, LLC reserves the right to modify, suspend or terminate the required method of payment for use of Services at any time. If Advertiser fails to make payment as set forth herein, Advertiser will be responsible for all reasonable expenses (including attorneys' fees and costs) incurred by LinkVehicle Group, LLC in collecting such amounts. All prices are in United States dollars and do not include taxes that may be assessed by any jurisdiction. If withholding taxes or any other fees are imposed by any jurisdiction on the transactions pursuant to this T&C, Advertiser shall pay such taxes to ensure that LinkVehicle Group, LLC receives the full amount invoiced without offset or deduction. Advertiser agrees to promptly: (i) update all information to keep account and credit card billing current, complete and accurate (such as a change in billing address or e-mail), (ii) notify LinkVehicle Group, LLC in writing if it becomes aware of a potential breach of security, such as the unauthorized disclosure or use of Advertiser's user name or password, and (iii) notify LinkVehicle Group, LLC in writing if its credit card is canceled. Upon termination, suspension or discontinuation of Services, all outstanding payment obligations incurred by Advertiser will become immediately due and payable. If an account is or becomes inactive for 90 days, the credit balance in the account will begin incurring charges for inactive fees. If charged, this fee is non-refundable. The inactive fee is \$50 after 90 days of inactivity, \$100 after 180 days of inactivity and the balance remaining in the account, if any, after 360 days of inactivity.

7. PUBLISHER BILLING.

If Publisher enrolls in a subscription agreement, publisher may be asked to provide a form of payment such as a credit card. You will be billed and charged automatically each month. Your first month will be prorated for the remaining days in the month. Your bill date takes place on the first day of each month. If you wish to discontinue, you can contact us to cancel before your bill date. No refunds will be given for any reason after your bill date.

8. USAGE.

You will not use our website or Services for any purpose that is illegal, infringing, abusive, or in any manner offensive, including but not limited to violating the security of any computer network. You are responsible for any claims resulting from your access to our website, and your use of our portals in connection with the Services. You will indemnify and hold us harmless from and against any and all claims arising from your use of our portals. Our portals are protected by copyright laws and you may only use our portals in an authorized manner. You represent and warrant to us that the content of your channel(s) is original and not plagiarized from other channel(s). Outside of an API provided by LinkVehicle Group, LLC, any attempt to utilize automated programs, bots, screen scraping, database calls, human initiated data collection or any other means of gathering data, content or other information for the purpose of reverse engineering our platform for commercial gain is strictly prohibited. Any such unauthorized use will be prosecuted to the fullest extent under the law.

9. DISCLAIMER OF LIABILITY.

- A. We are not responsible for any damage done to your website from use of our Service.
- B. We do not have a duty to control the content that anyone make available through our platform. We are not liable for the accuracy of any content displayed through our portals. You assume the risk of publishing content from our portals. You waive all claims against us which may arise from the publication of content through our portals, platforms, and Services.
- C. OUR SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT THE RESULTS OF USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF ANY ADVERTISING CAMPAIGN, AND YOU ASSUME ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.
- D. WE DO NOT GUARANTY CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON OR THROUGH OUR WEBSITE, SERVICES OR ANY WEBSITE LINKED TO OUR WEBSITE. WE ARE NOT LIABLE FOR THE PRIVACY OF ANY INFORMATION OR CONTENT STORED ON OUR EQUIPMENT, VIA ANY CLOUD PLATFORM, TRANSMITTED OVER NETWORKS ACCESSED BY OUR WEBSITE, OR OTHERWISE CONNECTED WITH YOUR USE OF OUR SERVICES.

10. LIMITATION OF LIABILITY.

IN NO EVENT ARE WE LIABLE (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY YOU FOR USE OF OUR WEBSITE OR SERVICES; OR (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

10. CONFIDENTIALITY.

While using our Services, you may obtain various confidential and proprietary information and material, and trade secrets which may include, without limitation, all information furnished or made available by us to you, in any format, including, without limiting the generality of the foregoing: technical and non technical data, formula, compilations, computer programs and software, methods, techniques, designs, computer code and all other materials, whether written or oral, tangible or intangible, which we hold confidential and have not publicly disclosed. All such information provided, whether before or after the date hereof, and regardless of the manner in which it is provided, is referred to as "Proprietary Information". You will not use any Proprietary Information for any purpose whatsoever other than in connection with our Services. Unless otherwise agreed to in advance and in writing by us, and except as required by law, you shall forever hold the Proprietary Information in strict confidence, and shall not disclose or reveal such Proprietary Information to any person for any reason whatsoever. You will not have an obligation with respect to information which (a) on the date hereof is generally known to the public (b) subsequent to disclosure hereunder is lawfully received from a third party having rights therein without restriction of dissemination, (c) prior to disclosure hereunder was within your legitimate possession and which can be confirmed by contemporaneous written documentation, (d) the release of which is authorized previously in writing by us, or (e) is ordered to be produced by a court of competent jurisdiction. In the event you are required by applicable law or regulation or by legal process to disclose any Proprietary Information, you will provide us with prompt notice of such request(s) and will furnish only that portion of the Proprietary Information which, in the opinion of your counsel, you are legally compelled to disclose.

11. TERMINATION.

Either one of us may terminate our Services at any time by notifying the other by any means. Any fees paid hereunder are non-refundable and non-cancelable. Upon termination of our Services, your right to use our Services will immediately cease. Upon termination, the provisions of paragraphs 8, 9, and 10 of this Agreement shall survive indefinitely.

12. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, before one (1) arbitrator in **Connecticut** in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

13. MISCELLANEOUS.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control. If any provision of the T&C is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the T&C shall otherwise remain in full force and effect and enforceable. The T&C is not assignable, transferable or sub-licensable by you except with our prior written consent. The T&C shall be governed by and construed in accordance with the laws of the state of Connecticut without regard to the conflict of law's provisions thereof. Both parties agree that the T&C is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter hereof, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of the T&C and you do not have any authority of any kind to bind us in any respect whatsoever.