

TERMS & CONDITIONS 2022

2022 ADVERTISING RATE CARD CONTRACT TERMS AND CONDITIONS FOR PRINT AND DIGITAL ADVERTISING

The following terms and conditions govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), with publications ("Sports Business Journal"), digital Sports Business Journal publications ("Digital Editions"), websites and mobile sites ("Websites"), audio podcasts (Podcasts"), email campaigns ("Email(s)") and applications ("Apps") and any other service published and/or owned, licensed or operated by or on behalf of Sports Business Journal ("Publisher" or "SBJ") (collectively, together with Sports Business Journal, Digital Editions, Websites, Podcasts and Apps, the "Publisher Service"), and through Publisher on any third party Websites, Apps, and/or any other service (including, but not limited, to, Facebook, YouTube, Pinterest, etc.) (collectively, the "Third Party Services"). The Publisher Service together with the Third Party Services shall be collectively referred to herein as the "Service". The placement of advertising in any Publisher Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms and conditions and, to the extent ads are placed on any Third Party Services, such placement also constitutes Advertiser's (and, if applicable, Agency's) agreement to such Third Party Services' then-applicable terms and conditions. These terms and conditions may be modified from time to time by Publisher, and the terms and conditions of any Third Party Services may be modified from time to time by such Third Party Service; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications. Advertiser understands that although the intended audience of the Service is primarily in North America, the Service may be accessible and/or have incidental physical distribution throughout the world.

I. DEFINITIONS

A. "Dollar Volume Discount" is determined by combining the dollar value of print and digital insertions in the Sports Business Journal plus sponsorships, within the contract period.

Contract begins with the date of first insertion and must be fulfilled within the mutually agreed upon contract period. Pre-printed inserts may also be included as part of your volume contract. Contracts guarantee the volume rate earned and ad sizes may vary during contract period. Refer to the column under the volume for rate of desired size. Rates subject to change during contract period. Rate increases are effective January 1, and all advertisers' rates change on that date.

B. "Short Rate" is the difference between the rate charged on the contracted dollar volume and the higher rate based on the reduced dollar volume of advertisements actually published and paid for.

II. TERMS AND CONDITIONS APPLICABLE TO ADVERTISING PLACED IN ANY PUBLISHER SERVICE

A. Publisher's Right To Reject, Cancel or Terminate Orders

Publisher reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged, accepted and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement. In the event of such cancellation, rejection or removal by Publisher, advertising already run and to be run shall be paid for at the rate that would apply if the entire order were Published and no Short Rate will apply. In addition, Publisher reserves the right to (i) remove from selected copies, editions, versions, or sections of a Service advertisements containing matter that consumers have deemed objectionable; (ii) implement blocking technology (including, but not limited to, geo-blocking technology) in connection with a Service; and (iii) enhance, upgrade and/or otherwise modify or discontinue any Service at any time. Publisher, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure

on the part of either Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency, a Short- Rate may apply and all charges incurred together with Short-Rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Publisher may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Publisher on behalf of Advertiser or any other client of Agency, and/or (b) refuse to Publish any or all of Advertiser's advertising.

B. Advertiser's Failure to Run Advertising/ Short-Rate

All agreements for advertising Dollar Volume Discounts require that the specified dollar volume of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified dollar volume of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Publisher for the Short-Rate within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Publisher in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising Dollar Volume Discount adjustments for advertising run in excess of specified schedule) will only be earned if all advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. Any portion of such advertising credits unused at the expiration of the foregoing

six month period shall be expired and Publisher shall not have any further obligation to Advertiser and/or Agency with respect thereto.

C. Restrictions on Advertiser's Cancellation of Advertising Orders

No changes in orders or cancellations are accepted unless received before the specified closing dates, which vary by product and are set forth in Publisher's rate card and web site. No changes in orders or cancellations may be considered executed unless acknowledged in writing by Publisher. Orders not cancelled as of these closing dates will be billed, even though Advertiser fails to furnish copy, digital files or film. When change of copy or artwork is not received by the closing date, copy run in previous issues will be published. Should Publisher agree to cancel an existing work order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

D. Advertising Positioning at Publisher's Discretion

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at Publisher's sole discretion and in no event shall such approved restrictions or specifications relate to (i) the placement of ads on Third Party Services, or (ii) any user generated content on Publisher's Websites, Apps and/or Emails.

E. Labeling of Advertisements

Advertisements that simulate or resemble, or otherwise might not be distinguishable from, editorial content must be clearly identified and labeled "ADVERTISEMENT" or any other label as determined by Publisher in a clear and prominent manner, and Publisher may, in its discretion, so label such material and/or otherwise distinguish the style and/or presentation of such material.

F. Inserts

An accurate copy of any furnished insert must be submitted to Publisher for review prior to the printing of the insert. Publisher's review and/

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An accurate copy of any furnished insert must be submitted to Publisher for review prior to the printing of the insert. Publisher's review and/or approval of such copy does not release or relinquish Advertiser/ Agency from its responsibilities hereunder. Publisher is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert.

G. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s), Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of print publication due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war, pandemic, epidemic, or risk of disease, or any other cause or contingencies or force majeure beyond the reasonable control of Publisher, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give Publisher the option to cancel any advertising agreement, or if Publisher does not do so, b) upon resumption of print publishing, the agreement shall be continued and Publisher will have no liability for any errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING

CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND/OR INFORMATION AND THE LIKE.

H. Trademarks

The titles and logos of the Sports Business Journal and other publications Published by Sports Business Journal, as well as the Websites and Apps Published or used by Sports Business Journal, are registered trademarks and/or trademarks protected under common laws. Neither the titles nor the logos may be used without the express written permission of Sports Business Journal.

I. Warranties; Indemnification

Advertiser and its Agency, if there be one, each represent and warrant that: (i) it does and shall comply with applicable federal, state and local laws, rules and regulation, including, to the extent applicable, the California Consumer Privacy Act of 2018 and its implementing regulations ("CCPA") (together, "Applicable Laws"); (ii) Advertiser's and third parties' websites, mobile sites, applications, e-mail campaigns and any other services that are associated with advertising purchased by Advertiser or Agency contain all disclosures required by Applicable Laws, including, but not limited to, a conspicuous link to a clear, accurate, and up-to-date Privacy Policy that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers; and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all Applicable Laws; (iii) it will not merge information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person, device, or household ("Personal Information") collected, obtained, or derived, from the Services with non-Personal Information without providing the end-user robust notice of that merger and obtaining the end-user's opt-in consent; (iv) if providing Personal Information

to Publisher, it has all rights and permissions necessary for Publisher to use and disclose such Personal Information for the purposes described in Publisher's Privacy Policy, as may be updated from time to time, and these terms and conditions; (v) it will not send any Personal Information to Publisher if such transfer would violate the rights of any third party or otherwise be contrary to Applicable Law; (vi) as reasonably requested, it will provide cooperation and assistance to Publisher in relation to regulatory inquiries and third party rights requests; (vii) any advertising or other material (including, but not limited to, product samples) submitted by Advertiser or Agency, and/or created by Publisher on behalf of Advertiser or Agency, and any material to which such advertisement or other material links or refers, shall comply with Applicable Laws (including, but not limited to, providing necessary disclosures) and shall not violate the rights (including, but not limited to, any copyright, patent, trademark, service mark, privacy and publicity rights) of, and is not harmful to, any person, corporation or other entity; and (viii) any advertising or other materials submitted by Advertiser shall be accurate and not contain any defamatory materials. As part of the consideration to induce Publisher to publish an advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature including, but not limited to, attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, violation of publicity rights and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such advertisement; (b) any violation of the CAN-SPAM Act, the TCPA Act, CCPA or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed or sent via text message/SMS or pre-re-

corded voice message on Advertiser's behalf by Publisher; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or Personal Information; (d) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; (e) audience segments used for audience targeting in connection with Advertiser's advertisements; (f) a breach or alleged breach of its covenants, warranties, representations and obligations under these advertising rate card contract terms and conditions; and/or (g) any violation of any applicable laws, rules and/or regulations by Advertiser and/or its Agency. If the Publisher participated in the creation of an advertisement, the Publisher will indemnify Advertiser in connection with potential claims only to the extent it has agreed to do so in writing.

J. Responsibility for Payment of Advertising Bills

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Publisher shall constitute an account stated unless written objection thereto is received by Publisher within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Publisher for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized

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authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

K. No Assignment of Advertising

Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

L. Republication of Advertisements

Advertiser and Agency agree that any submitted advertisements Published in any Service hereunder, may, at Publisher's option, be republished, re-performed, retransmitted or otherwise reused by Publisher or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. The copyright in any advertisement and/or content created by Publisher is owned by Publisher and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

M. Advertising Rates

Publisher's Sports Business Journal rates contained in advertising orders that vary from the rates listed herein shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of Publisher's applicable rates. Publisher's Sports Business Journal rates and units of space are effective January 2022. Announcement of any changes in rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Rates will be honored by Publisher until the current contract expires. Advertising rates are not contingent on Sports Business Journal reaching any circulation or readership level that may be represented in Sports Business Journal's marketing materials.

N. Special Publications

Certain special publications produced and published by the Sports Business Journal carry

special rates and are non-cancellable once an agreement is signed.

O. Terms of Sale

Payment for all advertising and services is due thirty (30) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the advertising campaign. Interest may, at Publisher's discretion, be charged at a rate of 1.5% per month on past due balances. Publisher may at its option require cash in advance with order or change payment terms.

P. Choice of Law and Forum

All issues arising from or relating to any transactions or activities relating to advertising will be governed by the laws of the State in which Publisher's applicable Service has its principle place of business. Any action brought by Advertiser against Publisher relating to any transactions or activities relating to advertising must be brought in the state or federal courts in which Publisher's applicable Service has its principle place of business. The parties hereby consent to the jurisdiction of the state or federal courts in which Publisher's applicable Service has its principle place of business in connection with actions relating to any transactions or activities relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

Q. Disclaimer

PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON PUBLISHER'S SERVICES. Without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to the Services, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services, (b) advertising results on the Services; and (c) the accuracy of audience data,

including, but not limited to, audience demographic data, audience size/ reach data, etc. with respect to the Services; and (d) information and data security.

R. Taxes

Advertiser/Agency agrees that it is solely responsible for any and all necessary payment of sales and use taxes or any other transactional taxes arising from this agreement and remittance of such taxes to Publisher. Advertiser/Agency will indemnify and hold Publisher harmless for any such taxes (and applicable interest, penalties, legal fees and costs) and will reimburse Publisher for any such liabilities incurred in connection with transactions contemplated by this agreement to the extent Advertiser/Agency fail to pay and remit such taxes to Publisher.

S. Entire Agreement

The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Publisher, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.

T. Credit and Invoicing

Credit approval and limits are at the sole discretion of SBJ and may be adjusted or revoked at any time for any reason. All invoices are to be paid within 30 days unless other terms are explicitly stated. Failure to pay invoices in accordance with terms may result in revocation of credit, cancellation of orders, and payment activity being reported to credit agencies. SBJ engages third party collection agencies to pursue significantly delinquent accounts.

III. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO DIGITAL ADVERTISING PLACED ON PUBLISHER'S WEBSITES, APPS AND EMAILS THIRD PARTY SERVICES

The placement of digital advertising on any of Publisher's Websites, Emails, Podcasts and Apps constitutes Advertiser's (and, if applicable, Agency's) agreement to the following terms: (These terms and conditions may be modified from time to time by Publisher; additional placement of digital advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.)

A. Section II Advertising Terms and Conditions

For the purpose of clarification, the terms and conditions set forth in Section II above also apply to all digital advertisements Published on Third Party Services and on Publisher's Websites, Apps, Podcasts and Emails.

B. Interactive Advertising Bureau Standard Terms and Conditions

Except to the extent modified below, the Interactive Advertising Bureau Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 – Dec 2009 (found at https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf) ("IAB Terms") shall also apply to all digital advertisements Published on Publisher's Websites, Emails, Podcasts and Apps. To the extent the IAB Terms directly conflict with or are inconsistent with Sections III(A) or III(C) herein, Sections III(A) and III(C) shall govern with respect to digital advertising placed on Publisher's Websites, Emails, Podcasts and Apps. The IAB Terms are hereby modified as follows:

1. Section II(d) of the IAB Terms is hereby modified by changing 24 hours to two (2) business days.
2. Section IX(c) of the IAB Terms is hereby modified by deleting the following in the last sentence: "provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially

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reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency.”

C. Additional Digital Advertising Terms & Conditions

1. Impression Guarantees

Publisher makes no guarantee or representation as to the viewability and/or quantity and/or quality of visits, impressions, circulation, or other usage of Third Party Services or Publisher's Websites, Apps, Podcasts or Emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. Advertiser and Agency acknowledge and agree that advertisements and ad impressions Published on Third Party Services and Publisher's Websites, Emails, Podcasts and/or Apps may be viewed or listened to by end users located in and/or outside the United States.

2. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s) on Third Party Services or its Websites, Apps, Podcasts or Emails (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Publisher's sole liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

3. Additional Advertiser Warranties; Indemnities

In addition to the warranties set forth in Section II

above, Advertiser and its Agency, if there be one, each represent and warrant that: (i) none of the advertisements, ad tags (if any) or any other materials provided to Publisher for display on Third Party Services or its Websites, Apps, Podcasts or Emails cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; (ii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Third Party Services, Websites, Apps, Podcasts or Emails, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Third Party Services or Publisher's Websites, Apps, Podcasts or Emails, or collecting, using, disclosing or retaining data contrary to Applicable Laws, Publisher's Privacy Policy, any applicable Third Party Services' Privacy Policy, these terms and conditions and, if applicable, Publisher's Third Party Data Collection Policy (referenced in Section 5 below); and (iii) it will comply with all applicable self regulatory behavioral targeting principles, including, but not limited to, the Digital Advertising Alliance and Network Advertising Initiative self regulatory behavioral targeting principles. In addition to the indemnification obligations of Advertiser/Agency set forth in Section II above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives successors and assigns against any and all Losses (as defined in Section II above) that may arise from or relate to: (a) the linkage of any advertisement on the Service to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section 3.

4. Additional Disclaimer

In addition to the disclaimers set forth in Section II above, and without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to Third Party Services and its Websites, Apps, Podcasts and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime

and delivery of any impressions or advertisements on any Third Party Services and/or on any of Publisher's Websites, Apps, Podcasts or Emails; (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Third Party Services, Websites, Apps, Podcasts and/ or Emails; (c) the viewability of any advertisements on the Third Party Services, Websites, Apps, Podcasts and/ or Emails; and (d) the prevention of end users' uses or engagement of ad blocking technology on the Third Party Services, Websites, Apps, Podcasts and/or Emails. Advertiser acknowledges that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Third Party Services and Publisher's Websites, Apps, Podcasts or Emails. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Third Party Services, Website, App, Podcasts or Emails within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Third Party Services, Website, App, Podcasts or Email. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

5. Data Collection

To the extent Advertiser and/or Agency collects or obtains data from any Publisher owned or operated Service, whether collected or received via an advertising unit, widget, pixel tag, cookie, clear gif, HTML, web beacon, script or other data collection process, including without limitation "clickstream" or "traffic pattern" data, or data that otherwise relates to usage of the Service, user behavior, and/or analytics, Advertiser and/or Agency is subject to the then-current version of Publisher's Third Party Data Collection Policy, which is incorporated herein by reference (a copy of which is available upon request). In addition, to the extent Advertiser and/or Agency provides any

such data, or any names, postal addresses, email addresses, telephone numbers or other Personal Information to Publisher for any purpose, Advertiser and/or Agency represents and warrants that it has all rights, consents and permission necessary to transfer such data, and for Publisher to use such data for the purposes contemplated by the parties and these terms and conditions.

6. CAN-SPAM and TCPA

Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by Publisher via Email, text messages/SMS or pre-recorded voice message may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretations thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act"), the Telephone Consumer Protection Act of 1991 and any acts related thereto, and including the interpretations thereof by the FCC or other governmental authorities (collectively, the "TCPA Act"), state "Do Not E-mail" registries and state laws, rules and regulations concerning text messages/SMS and pre-recorded voice messages. Advertiser agrees to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser shall fulfill all obligations of a "Sender" as specified in the CAN-SPAM Act, unless Publisher agrees in writing to be designated as the "Sender", and with all obligations of a "Maker" or "Sender" of a call or text message under the TCPA Act, unless Publisher agrees in writing to be designated as the "Maker" or "Sender". In either case, Advertiser agrees to comply with Publisher's policies intended to comply with the CAN-SPAM Act and TCPA Act.

MakeGoods

All makegoods relating to digital advertising on Publisher's Websites, Podcasts, Emails and Apps shall be determined by Publisher in accordance with Publisher's makegood policy.