

Effective February 2009

Exponential Interactive® ("the Company") requires that all Publishers maintain strict compliance with this Code of Conduct. Certain elements of this Code of Conduct are required to be enforced verbatim in connection with Exponential Interactive®'s membership in certain industry organizations, including but not limited to, the Network Advertising Initiative in the United States and the Internet Advertising Sales House in the UK.

Specific Publisher Representations and Warranties. If any claim is made, or any action or proceeding is instituted against Exponential Interactive® that alleges or is based upon or arises out of Publisher's breach of any representation, warranty or obligation arising under this Code of Conduct, Publisher shall indemnify and hold Exponential Interactive® harmless from all damages, awards, costs and expenses (including reasonable attorneys' fees) associated therewith. Such indemnity is in addition to any other indemnity (either in the Exponential Interactive® Web Publisher Terms and Conditions or otherwise) made by Publisher.

Publisher represents and warrants that the following are and shall remain true and correct at all times during Publisher's membership in Exponential Interactive®:

- a. Publisher Domain(s) generates a minimum of 5000 unique users a day, according to Exponential Interactive® numbers (accessible through the Publisher Interface), and a site that is fully functional at all levels, i.e. no "under construction" sites or sections.
- b. Publisher Domain(s) offers highly targeted, relevant and regularly updated content for which the publisher is directly responsible i.e., not simply a list of links or advertisements.
- c. Content is hosted on Publisher's own top-level Domain (as defined by the Internet Corporation for Assigned Names and Numbers) which Publisher owns or is entitled to use for content hosting.
- d. Publisher Domain(s) do not contain content or Advertisements that (i) infringe or violate the patents, copyrights, trademarks, rights of publicity, rights of privacy, moral rights, music performance or other music-related rights, or any other right of any third party, (ii) is misrepresentative, libellous, defamatory, obscene, or otherwise inappropriate, or (iii) violates any applicable law or regulation.
- e. Publisher Domain(s) do not contain any Prohibited Content (as defined below).
- f. Makes available to all visitors an active, publicly stated user privacy policy that explicitly states that advertising is run on Publisher Domain(s) and involves the use of Cookies for advertising and sponsorship campaigns. Publisher is in compliance with all privacy policies posted on Publisher Domain(s).

Prohibited Content. The following categories of content may not appear on the Publisher Domain(s), nor link to content that contains any of the following content:

- a. Content that is pornographic, obscene or indecent in nature or, in Exponential Interactive®'s sole and reasonable discretion, might be deemed harmful to Exponential Interactive®'s business reputation or the business reputation of Exponential Interactive®'s advertisers or publishers.
- b. Content that promotes the excessive use of alcohol, tobacco or illegal substances, violence, profanity, expletives or inappropriate language.
- c. Content that offers or disseminates fraudulent goods, services, schemes, or promotions, including any make-money-fast or pyramid schemes.
- d. Content that promotes illegal activity such as copyright infringement, racism, hate, mail fraud, spam, pyramid schemes, or other advice not permitted under applicable law.
- e. Content that is libellous and defamatory material and/or is contrary to public policy or otherwise unlawful.

Prohibited Actions. Publisher will not:

- a. place or allow any 3rd party to place Exponential Interactive® Ad Tags on a domain other than the Publisher Domain;
- b. place Ad Tags in email or online newsletters without Exponential Interactive®'s prior consent in writing;
- c. alter Ad Tags, advertising creative or other code provided by Exponential Interactive®;
- d. pay for clicks or provide consumers with other incentives as a way of increasing or encouraging impressions or clicks, such as cash awards, points, prizes, contest entries, etc.;
- e. place advertising creative on the Publisher Domain(s) in a manner that, in Exponential Interactive®'s sole and reasonable judgment, is or could be seen as being deceptive to users ;
- f. allow peer-to-peer or similar sharing of copyrighted content unless the publisher has been granted explicit permission by the copyright owner;
- g. engage in any timed rotations or auto-refreshing of Advertisements more frequently than once every four minutes;
- h. displaying Exponential Interactive® Advertisements on pages that frame content that is hosted and belongs to another site;
- i. place Ad Tags on any Publisher Domain(s) that are not fully operational (no "under construction" sites will be accepted) with content that is updated and refreshed on an ongoing basis; or
- j. place Ad Tags on any Publisher Domain(s) that supports an excessive amount of advertising. Excessive advertising includes stacking ad units, placing more than three display Advertisements on a page without prior written consent, advertising on pages with no content, etc."

Discretionary Publisher Domain(s). Publisher Domain(s) containing any of the following are prohibited unless approved in advance by the Company.

- a. Publisher Domain(s) containing downloadable software; or
- b. Publisher Domain(s) containing user-generated content, provided, however, that Exponential Interactive® may rescind approval of domains containing user-generated content should the nature of the user generated content on such domain(s) degenerate or change in a manner that, in its sole and reasonable discretion, Exponential Interactive® deems to be potentially harmful to its business reputation or the reputation of its advertisers.

Changes. Exponential Interactive® reserves the right to update, change, revise, modify, and supplement the information within the Exponential Interactive® Code of Conduct at any time. Publisher will be notified when changes to the Code of Conduct are made and the full Agreement and Code of Conduct will be available in the Publisher Interface. Please check these terms periodically for changes. Date of the latest change will be indicated. Publisher's continued participation in Exponential Interactive® following the posting of such changes to the Code of Conduct will constitute Publisher's acceptance of any such changes. If a Publisher elects to discontinue consent after any changes to the Exponential Interactive® Code of Conduct, it is the Publisher's responsibility to terminate the relationship and remove their Exponential Interactive® Ad Tags from Publisher Domain(s).