

ADCRITTER PROGRAM AGREEMENT TERMS OF SERVICE

BY SUBMITTING AN APPLICATION FOR THE ADCRITTER PROGRAM THROUGH THE PARTNERSTACK PLATFORM AND BY CLICKING ON THE "SUBMIT," "ACCEPT," OR SIMILAR BUTTON, YOU ARE SIGNIFYING THAT YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF THIS AGREEMENT AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 14 BELOW. THE INDIVIDUAL ENTERING INTO THESE TERMS ON BEHALF OF THE USER IS, REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE USER TO THESE TERMS OF USE.

This Program Agreement ("Agreement") provides terms and conditions applicable to your membership in the AdCriticr Program that are in addition to any terms and conditions that you may have agreed to pursuant to an agreement with PartnerStack (hereafter defined). In these Terms, "AdCriticr" "We", "Us" or "Our" will refer to AdCriticr and the terms "You" or "Your" or "Partner" will refer to you.

This Agreement incorporates, and you agree to comply with, the most recent version of all policies, guidelines and other rules referenced in this Agreement or accessible on AdCriticr's Program Profile on the PartnerStack Platform ("AdCriticr Policy(ies)"), as they may be updated from time to time. In the event of any conflict between this Agreement and any AdCriticr Policy, this Agreement will control.

AdCriticr and Partner each acknowledge that they may be parties to agreements with PartnerStack and may be participants in a PartnerStack Program ("Program"). You acknowledge that AdCriticr is not a party to any agreement you may have with PartnerStack, will be in no way responsible for the performance of PartnerStack and that AdCriticr is not an agent or representative of PartnerStack.

1. Overview

CeADvisory, d/b/a AdCriticr, a Delaware corporation ("AdCriticr"), operates www.AdCriticr.com as a self-serve advertising platform for small businesses.

The AdCriticr Program allows approved companies operating their own websites ("Partner(s)") a revocable, limited and non-exclusive right to:

- lawfully advertise and promote AdCriticr services and the AdCriticr website solely in a manner approved by AdCriticr;

- lawfully post on their website (“Site”) an approved graphical or textual Internet hyperlink (“Link”) to the AdCritic website; and
- lawfully direct visitors from the Partner's Site to a specific URL or landing page designated by AdCritic (“AdCritic Site”).

When Site visitors click through the Links to take prescribed actions and/or purchase AdCritic products, Partners can earn a “Program Commission” (the Program Commission and visitor actions required for payment are posted on the AdCritic Program Profile on the PartnerStack Platform and may be changed in AdCritic’s sole discretion from time to time by posting a different Program Commission and/or requirements for payment to be earned on the AdCritic Program Profile) for each “Qualified Sale” (as defined herein). Any additional AdCritic services outside of the standard AdCritic subscription charge are not eligible for Program Commissions at this time.

2. Unacceptable Websites

We will reject your application or cancel your participation in the AdCritic Program if we determine in our sole discretion that your Site is unsuitable for the AdCritic Program, including if your Site displays, stores, processes or transmits:

- Material that infringes or misappropriates, or uses without appropriate consent, a third party's intellectual property or proprietary rights;
- Hate-related, abusive, and/or material advocating discrimination against individuals or groups;
- Material promoting or related to violence of any kind;
- Obscene or sexually explicit material, or anything which exploits of minors under 18 years of age;
- Material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights; and/or
- Material that in any way targets children 13 years of age or younger or violates any applicable laws or governmental authority regulations related to child protection.

You may not create or design your Site or any other website that you operate, explicitly or implied in a manner which resembles the AdCritic website nor design your Site in a manner which leads customers to believe you are AdCritic or any other AdCritic affiliated business.

AdCriticter may (a) monitor, retain, use, and disclose information about your Site and users of your Site that we obtain in connection with your participation in AdCriticter Program (for example, that a particular visitor clicked through your Site before buying a product on the AdCriticter Site), and (b) monitor, review, crawl, and otherwise investigate your Site to assess your compliance with this Agreement. To learn how AdCriticter processes personal information, please see the AdCriticter privacy policy at <https://adcritter.com/privacy>.

3. Approval

All participation in the AdCriticter Program is subject to AdCriticter's approval, which may be withheld in AdCriticter's sole discretion. In addition, each approval is made on a website by website basis, for those Partners operating more than one website. The Partner must submit the URL for each website for which the Partner is seeking approval.

Unless notified to the contrary, in writing from AdCriticter, all prospective Partners must submit an application to AdCriticter through the PartnerStack Platform in order to become an "approved" Partner eligible to participate in AdCriticter Program. AdCriticter will notify each prospective Partner through PartnerStack in writing (by e-mail or otherwise) whether or not it has been approved. The Partner is not authorized to participate in AdCriticter Program or to post Links to the AdCriticter website until approved in advance by AdCriticter.

If approved, Partner consents to be contacted at the email and telephone number it provided in applying for the AdCriticter Program, including via automated dialing systems, texts and pre-recorded messages. Partner's consent may not be revoked except in writing by both Parties

4. Limited License to Use AdCriticter Marks

Upon receiving written notice of approval, AdCriticter grants to Partner a limited, revocable, non-transferable, non-exclusive license during the term of this Agreement to use only those AdCriticter marks, trademarks, service marks, trade names, trade dress, logos, graphics and icons specifically designated and provided by AdCriticter ("Marks") solely in connection with the marketing, advertising, and promotion of the AdCriticter advertisements posted on the Partner's Site (which advertisements must be approved by AdCriticter) and in connection with the graphical/textual Links to the AdCriticter Site.

Partner's use of AdCriticter's Marks will at all times be subject to the prior written approval of AdCriticter and in accordance with the following:

- Partner shall comply with all reasonable guidelines provided by AdCrittter with respect to the graphic reproduction, appearance, and “look and feel” related to the marketing and representation of AdCrittter and its products and services.
- Partner's use of the Marks shall include the appropriate trademark/service mark symbols and Partner shall not remove such symbols.
- Nothing in the Agreement gives Partner any right, title or interest in the “AdCrittter” logo or mark, or any other AdCrittter owned marks. AdCrittter reserves all rights, title and interest in the Marks and the goodwill associated with use of the Marks shall inure solely to the benefit of AdCrittter.
- All rights not expressly granted in the Agreement are reserved by AdCrittter.

The Partner's right to use the Marks is limited to and arises only out of the license granted hereunder. This license may be immediately terminated upon notice from AdCrittter and shall automatically terminate upon any termination or expiration of this Agreement.

Partner shall not assert the invalidity, unenforceability, or contest the ownership by AdCrittter of the Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice AdCrittter 's right, title or interest in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. Partner agrees not to register or attempt to register any phrases, marks or logos that would cause confusion, or be likely to cause confusion, with any of AdCrittter 's Marks. Partner acknowledges AdCrittter rights in and to the Marks and any display by Partner of Marks will inure to the sole benefit of AdCrittter.

Partner may not make any specific representations concerning the quality of any AdCrittter products or services, nor that AdCrittter “officially” endorses Partner in any way, nor that AdCrittter recommends Partner's products or services over those of any other company or person.

The Partner is not permitted to use the Marks to disparage or parodize AdCrittter, its subsidiaries, products, or services, or any other person or entity, including without limitation the products or services of a AdCrittter competitor. Partner may not use the Marks for promotional goods, or for products which in AdCrittter’s reasonable judgment may diminish or otherwise damage AdCrittter goodwill in the Marks.

5. Usage Guidelines

AdCriticer requires that Partner use only the marketing materials available from the PartnerStack Platform. No re-sampling or other attempted duplication is allowed and no alterations, modifications, cropping or additions to the marketing materials or Marks are permitted.

Any marketing materials or visual display for the Partner's products or services that use the "AdCriticer" trademark or logo must (in the sole opinion of AdCriticer) be consistent with the following brand attributes of the products and services offered by AdCriticer (e.g. easy-to-use, trusted, and very high quality).

AdCriticer has the right to review Partner's use of the AdCriticer mark and marketing materials and AdCriticer may provide input about whether said materials or displays are compliant. If marketing materials or visual displays are, in the sole opinion of AdCriticer, inconsistent with the AdCriticer requirements, AdCriticer can require that such materials be changed prior to any public distribution as set forth in the Agreement. If Partner does not make the changes to its Site that AdCriticer deems necessary, AdCriticer reserves the right to terminate your participation in the AdCriticer Program.

In addition to the above, the appropriate ownership legend must be included in the "legal notices" section of any materials in which the "AdCriticer" logo or mark is displayed. This legend must read generally as follows: " AdCriticer is a registered mark, displayed with permission." In advertising and promotional materials, the legend is typically placed at the bottom of the ad or layout. The legend may appear in small type, but must still be legible.

Unless authorized in writing from AdCriticer, Partner will not bid on or purchase keywords, search terms, or other identifiers, including the word AdCriticer, CeADvisory, www. AdCriticer.com, AdCriticer Advertising, AdCriticer ads, any other trademark or brand name of AdCriticer or any variations or misspellings of any of these words ("Prohibited Keywords") or otherwise receive any paid search results using the Prohibited Keywords. Partner will enable negative keyword matching for all Protected Keywords. Partner will not use Prohibited Keywords in any display URL content. Partner may not direct link to a AdCriticer sales page from any paid advertising.

6. Limited License to Link to AdCritic website

Upon acceptance into the AdCritic Program, Partner will have access to the logos and graphics for graphical/textual Links and AdCritic grants Partner a limited, revocable, non-transferable, non-exclusive license during the term of this Agreement to post on each of Partner's Sites that have been approved by AdCritic in advance, graphical/textual Links (only as approved by AdCritic) to the AdCritic Site and to direct visitors to the AdCritic Site in accordance with the terms and conditions of this Agreement.

Partner's use of the AdCritic graphical and textual Links provided in connection with the AdCritic Program must comply with the following:

- The Link between the Partner's Site and AdCritic Site must be a direct Link (e.g., no interstitials, pop-up windows or redirects);
- The Link between the Partner's Site and AdCritic Site may not be framed or co-branded by Partner;
- The Link between the Partner's Site and AdCritic Site may not contain any trojan horses, spyware, worms, time bombs, viruses or other harmful programming routines;
- The Link must incorporate a unique "tag" provided by AdCritic in order to permit accurate tracking, reporting and credit for the AdCritic Program Commission payments; and
- The Partner must ensure that each of the Links between its Site and the AdCritic Site properly utilizes the AdCritic tagged link format. Partners will only earn Program Commissions with respect to activity on the AdCritic Site occurring directly through a tagged Links.

AdCritic will not be liable to pay Partner for Qualified Sales that are received from untagged Links.

7. Advertising Rules and Restrictions

Partner shall publish or otherwise distribute advertisements in strict compliance with all applicable laws and regulations, including without limitation, laws prohibiting deceptive and misleading advertising and marketing, email marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), laws governing testimonials (including the FTC's Revised Endorsements and Testimonials Guides

(16 CFR Part 255 of the Code of Federal Regulations)), and all guidelines issued by the FTC. Partner is solely responsible for ensuring Partner's compliance with all laws. AdCriticr retains the sole and exclusive discretion to determine whether Partner's advertising and conduct is in compliance with all laws.

Partner must plainly display on its Sites advertising AdCriticr products and Services a disclosure that Partner is a marketer of AdCriticr as follows:

"We are a participant in the AdCriticr Program, a marketing program designed to provide a means for us to earn fees by linking to AdCriticr.com and affiliated sites."

Any links or ads placed in social media must clearly identify AdCriticr as the destination website and may not misrepresent or alter our new customer offer in any way. Any violations may result in immediate termination from the program without notice. Partner's Site must have bona fide content. Partner may offer visitors information and materials of tangible value, provided Partner accurately describes and actually delivers such offerings to the visitor.

If Partner engages in email marketing it must have the consent of the recipient to send such email and shall maintain records evidencing such consent including, without limitation: (a) Recipient opt-in date; (b) Registration source; (c) First name; (d) Last name; (e) E-mail address; (f) Privacy Policy of source site; and (g) Any other information collected.

Partner must notify AdCriticr of any complaint received by Partner regarding any advertisements security or privacy issues within twenty-four (24) hours of receiving such complaint. Notice should be sent to partnerships@AdCriticr.com.

Under AdCriticr Program, Partner shall not:

- make or publish any statement, claim, representation or warranty about AdCriticr products or services that are inconsistent with or beyond the scope of AdCriticr marketing materials available from the PartnerStack Platform or otherwise authorized in writing by AdCriticr for Partner use;
- misrepresent the services provided by AdCriticr or the services offered by the AdCriticr website (including any guarantees regarding use of the services);
- make any public disclosure with respect to this Agreement or its participation in the AdCriticr Partner Program

- imply any type of affiliation or relationship with AdCriticter, other than that of an advertiser;
- misrepresent its relationship with AdCriticter (including any implication that AdCriticter sponsors, supports or endorses Partner) publish or distribute advertising by telemarketing, fax, or text messaging in any form to any device;
- solicit visitors by pop-up advertisements; or
- provide cash, points or gifts to entice visitors as an incentive to complete an action on the AdCriticter Site

8. Qualified Sales/Commissions

AdCriticter reserves the right to cap the maximum number of Qualified Sales that it will receive from Partner in a single calendar day. AdCriticter reserves the right to adjust the cap at any time and such adjustments may be communicated to Partner via e-mail. In any event, the Partner will adjust the cap within 1 business day.

AdCriticter will only pay a Program Commission for "Qualified Sales" that meet all of the following conditions:

- It must not be a sale to the Partner or its employees or agents;
- It must originate from a lawful click on an approved AdCriticter advertisement (AdCriticter's approved text link, banner advertisement or other approved method of creating a hyperlink between Partner's Site and the AdCriticter Site) posted on the Partner's Site, which operates as a textual/graphical hyperlink to a AdCriticter Site;
- It must be received by AdCriticter during the term of this Agreement, prior to termination; and
- It must result in a sale of an AdCriticter product, with no less than two (2) monthly billing cycles or 60 days of active account status, and payment received by AdCriticter.

A Qualified Sale is disqualified whenever it occurs in connection with a violation of this Agreement or any other terms, conditions and policies that AdCriticter may issue from time to time that apply to the AdCriticter Partner Program. Partner shall not submit non-bona-fide leads.

Although PartnerStack may track and calculate the lead submissions in accordance with the Program, determination of whether the lead submission has resulted in a Qualified Sale shall be made by AdCriticter.

Commissions will be paid by AdCriticter to PartnerStack and PartnerStack shall process and distribute commissions, less fees, in accordance with Your PartnerStack Terms of Use. AdCriticter may chargeback to Partner (e.g., debit or offset from any amounts owed) any Program Commissions paid or credited to Partner with respect to sales that were not Qualified Sales, were procured fraudulently or as a result of any violation of this Agreement or applicable law or were paid in error; the Partner hereby consenting to the same. Disputes regarding commissions or fees should be submitted in accordance with PartnerStack's Terms of Use.

If fraud is detected, your account will be made inactive pending further investigation. In addition, in the event that you have already received payment for fraudulent activities, Company reserves the right to seek credit or remedy from future earnings or to demand reimbursement from you.

Other than the payment of the Program Commission, Partner shall have no claims to any additional compensation, commissions or business derived by or through Qualified Sales. AdCriticter may, from time to time, propose special offers, which will be subject to a separate written agreement between AdCriticter and the Partner.

9. Representations, Warranties and Covenants

Partner represents and warrants that:

- The Partner is duly organized, validly existing, and in good standing under the laws of the state or country of Partner's origin;
- The Partner has all requisite power and authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement;
- The Partner has no prior or pending government investigations or inquiries of it by any federal or state governmental agency or any regulatory authority anywhere in the world which relate to any violation of consumer protection or advertising laws;
- The Partner has established and implemented commercially reasonable practices and procedures and will continue to perform spot checks or audits to ensure that full compliance with all federal, state and local laws and regulations;

- The Partner will promptly notify AdCritic, in writing, if it receives any complaints or notices from any governmental agencies (including any third party claims asserted in state or federal courts) referencing a violation of any federal, state and local laws and regulations and particularly, any complaint regarding the privacy or security of data;
- The Partner will perform a full investigation, within two business days of receipt of a request, if either party receives an inquiry or complaint from a governmental agency (including any third party claims asserted in state or federal courts) relating directly to any data use and/or protection provisions, whether federal, state, or local statute or regulation; or for providing information that was procured through fraud, identity theft or any illegal or illicit means to determine the merits of the inquiry or complaint;
- Partner shall post and maintain on its Site involved in the AdCritic Program during the term of this Agreement a privacy policy that clearly and adequately describes how consumer information is collected and used. The privacy policy must fully and accurately disclose your use of third-party technology, use of cookies, and options for discontinuing use of such cookies. The privacy policy and data protection mechanisms used in support of the policy must comply with all data privacy and protection regulations which apply within the countries where the Partner conducts business.

10. Disclaimer of Warranties and Limitation of Liability

AdCritic does not make any representation, warranty, or covenant regarding the amount Partner can expect to earn at any time in connection with the AdCritic Program, and AdCritic will not be liable for any actions Partner undertakes based on its expectations. ADCRITTER MAKES NO WARRANTIES WITH RESPECT TO ADCRITTER PROGRAM AND ITS RELATED MATERIALS, ANY OFFERINGS MADE THROUGH ADCRITTER PROGRAM, OR AS TO THE CONTINUATION OF OFFERINGS THROUGH ADCRITTER PROGRAM.

ALL OFFERS AND ADVERTISEMENTS THROUGH ADCRITTER PROGRAM SHOULD BE CONSIDERED LIMITED TIME OFFERS. THE ADCRITTER PROGRAM, DESTINATION SITE IS PROVIDED ON AN "AS IS" BASIS. ADCRITTER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE ACCURACY, SECURITY, PERFORMANCE OR FUNCTIONALITY OF THE DESTINATION SITE (INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE DESTINATION SITE WILL BE ERROR OR VIRUS-FREE OR THAT SERVICE WILL BE UNINTERRUPTED) AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT. THE DESTINATION SITE IS SUBJECT TO CHANGE AT ANY TIME IN ADCRITTER'S SOLE DISCRETION.

ADCRITTER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES OR SPECIAL DAMAGES, LOST PROFITS, LOST OPPORTUNITIES, LOST SAVINGS, LOST DATA, OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF ADCRITTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES, WHETHER RESULTING FROM BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE. ADCRITTER'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL ADCRITTER PROGRAM FEES PAID BY PARTNER UNDER THE PROGRAM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

11. Term and Termination

Partner acknowledges and agrees that by submitting its application, which may include clicking an acceptance box, the effective date of this Agreement will be the date on which Partner submits its application. The term of this Agreement shall be month-to-month, unless and until either party notifies the other in writing, with 30 days advance notice, that such party desires to terminate the Agreement.

AdCriticter may terminate this Agreement or suspend your Account immediately, without penalty, in the event that Partner:

- is in material breach of this Agreement;
- AdCriticter believes that it may be subject to potential claims or liability related to your participation in the AdCriticter Program;
- AdCriticter believes that its brand or reputation may be harmed by your participation in the AdCriticter Program;
- has engaged in any deceptive, fraudulent or illegal activity in connection with the AdCriticter Program;

Upon termination of this Agreement for breach, AdCriticter will be released from all obligations and liabilities owed to Partner. For purposes of notification of termination, delivery via email is considered a written and immediate form of notification.

Termination of this Agreement will not relieve Partner from any liability arising from any breach of this Agreement. Notwithstanding the foregoing, the rights and obligations of the parties that by their nature should survive the Agreement including but not limited to the sections related to payment, warranties, remedies, indemnification, and confidentiality, will survive this Agreement

Unless otherwise stated, upon termination of this Agreement:

- Qualified Sales obtained through Partner's efforts shall not constitute a continuation or renewal of this Agreement or a waiver of such termination;
- Partner shall not be entitled to AdCriticr Program Commissions for Qualified Sales delivered after the date of termination;
- Partner shall be entitled only to unpaid and undisputed AdCriticr Program Commissions, earned by Partner prior to the date of termination;
- all rights and licenses granted to Partner shall immediately terminate and, as such, Partner will promptly cease all uses of any trade names, trademarks, service marks, logos and other designations of AdCriticr or AdCriticr Program; and
- Partner shall return to AdCriticr any AdCriticr Confidential Information, and all copies thereof, in its possession, custody and control.

12. Indemnity

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADCRITTER WILL HAVE NO LIABILITY FOR ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THE CREATION, MAINTENANCE, OR OPERATION OF PARTNER'S SITE (INCLUDING PARTNER'S USE OF ANY PARTNERSTACK SERVICE OFFERING) OR VIOLATION OF THIS AGREEMENT.

Partner shall defend, indemnify, and hold AdCriticr (and its directors, officers, employees, representatives, parents, affiliates and subsidiaries) harmless from and against any and all claims, liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with Partner's:

- violation of this Agreement or any AdCriticr Program policies;
- breach or failure to perform under its PartnerStack agreement; and

- violation of any applicable law or the unauthorized use of the rights of a third party (including without limitation, AdCritic Marks, website, materials or AdCritic Program.)

13. Confidential Information

Partner acknowledges that, during the term of this Agreement, it may receive non-public information relating to customers, business, operations or underlying technology of AdCritic ("Confidential Information.")

Partner shall not use Confidential Information for purposes other than necessary for your performance under this Agreement and shall ensure that all persons or entities who have access to Confidential Information in connection with your AdCritic Program account will be made aware of and will comply with the obligations in this provision. Partner shall not disclose Confidential Information to third parties without the prior written consent of AdCritic and you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. This restriction will be in addition to the terms of any confidentiality or non-disclosure agreement between the parties. Should Partner be required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity of the legal process of any governmental entity of competent jurisdiction to disclose Confidential Information in its possession, custody or control, Partner shall give prior written notice of such disclosure to AdCritic; and use its best efforts to limit such disclosure to only that information which is required to be disclosed. Partner's obligation to not disclose or use Confidential Information shall survive the termination of this Agreement.

Notwithstanding any other provision of this Agreement, AdCritic shall be the sole owner of all names, addresses, transaction data and other non-public personal information gathered on the AdCritic Site and through the Link to the AdCritic Site.

Once a visitor clicks on the Link to the AdCritic Site, thereby requesting to establish a direct Link to the AdCritic Site, Partner shall not employ any means, method or device (including, but not limited to, spyware or cookies) to monitor, track or record information regarding the visitor's usage on the AdCritic Site.

All information or data contained in or transferred via the Link between the Partner's Site and the AdCritic Site shall be deemed confidential information belonging to AdCritic. All visitors that use the AdCritic Site shall be subject to additional terms and conditions posted on the AdCritic Site and shall be subject to the privacy policy posted on the AdCritic Site.

Partner's Site shall employ its best efforts to safeguard and protect visitor information from loss, misuse and unauthorized disclosure.

14. Additional Terms

- **Assignment:** Partner shall not assign, transfer or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of AdCritic. Any attempted assignment, transfer or delegation in violation of the provisions of this provision will be void. Otherwise, the Agreement shall be binding upon and inure to the benefit of both parties and their successors and permitted assigns.
- **Severability:** The provisions of this Agreement are severable. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be deemed invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement that can be given effect.
- **Waiver:** No delay or failure by AdCritic in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.
- **Equity:** The rights and remedies of AdCritic are not mutually exclusive; that is, the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Partner acknowledges, confirms, and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be unenforceable by specific performance, injunction, or other equitable remedy.
- **Construction:** This Agreement shall be deemed a mutual agreement and shall not be construed and/or interpreted in favor or against either party on the basis of preparation of the Agreement.

- **Modification:** AdCritic reserves the right to modify the terms and conditions of this Agreement in its sole discretion at any time, and such changes will be effective immediately upon being posted on the PartnerStack Platform. If any modification is unacceptable to Partner, Partner's sole recourse is to terminate this Agreement. Partner's continued participation in AdCritic Program after modification to the terms and conditions of this Agreement constitutes Partners binding acceptance to the change.
- **Choice of Law and Venue:** This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Tennessee. Any action to enforce this Agreement shall be brought in the Tennessee federal courts or state courts (for the County of Davidson), the parties hereby by consenting to such exclusive jurisdiction and venue.
- **Notice:** Official notices should be sent to AdCritic via certified mail to: AdCritic, Attn: Eric Busby, Founder & President, 2510 8th Ave S, 2nd Floor, Nashville, TN 37204. Notices for termination can be sent via email to partnerships@adcritter.com.
- **Independent Contractor:** Participation in AdCritic Program does not constitute an employment, broker or agency relationship, between Partner and AdCritic, nor does it create any partnership, joint venture, franchise, or sales representative relationship between the parties.