

Publisher Agreement

This Publisher Terms and Conditions Agreement (hereinafter the "Agreement") shall govern participation in the Health Ad Net online advertising network (the "Network"). By participating in the Network, you are agreeing to be bound by these Terms and Conditions. The term "Publisher" shall refer to any individual or entity who accepts the Terms and Conditions of this Agreement by submitting the required information for approval ("Membership") in the Network and by signing this Agreement. Upon approval, Health Ad Net will provide to the Publisher advertising HTML codes ("Ad Codes") to allow the Publisher to serve advertisements on its approved websites.

1. **Relationship.** These Terms and Conditions:

- (a) set forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between the parties, whether written or oral, regarding the subject matter contained herein;
- (b) may be changed at any time by Health Ad Net, however, Health Ad Net will provide notice via email upon such changes;
- (c) may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together but one and the same document.

2. **Publisher Obligations.** As a Publisher, You agree not to:

- (a) generate traffic to your website utilizing any of the following methods: listings on newsgroups, unsolicited bulk commercial e-mailings, instant messenger postings, chat room postings;
- (b) engage in any form of fraudulent traffic generating methods including: robots, spiders, auto-spawning browsers, auto reloading, meta refreshes or any other form of fraudulent and artificial traffic;
- (c) receive traffic from websites that contain materials that are deemed offensive or illegal in nature. This includes but is not limited to, websites promoting mp3, warez, EMU, ROM or pornographic materials;
- (d) change or alter the Ad Codes provided by Health Ad Net in any way;
- (e) place Ad Codes on pages of the following nature: blank pages with no content, pages that only contain advertisements. Furthermore, the Publisher agrees not to place Ad Codes on pages that are password protected;
- (f) place Ad Codes on any root domain not specifically approved for membership within the Network;
- (g) place Ad Codes on any webpages that launch more than one pop up or pop under window.

If Publisher Obligations as outlined above are not upheld, any such actions will lead to account termination and all funds generated from said actions will be forfeited.

3. Health Ad Net Network Policies. As a Publisher, You acknowledge that:

(a) your account will be monitored continuously by the Health Ad Net traffic department. In the event Health Ad Net deems a Publisher's account to be outside the acceptable bounds for traffic quality, Health Ad Net will terminate the account. In the event traffic quality drops below the acceptable average for only a specific website within a Publisher's account, Health Ad Net will request that the Publisher remove the website from their account. Failure to do so will result in termination of the Publisher's membership;

(b) membership in the Health Ad Net online advertising network is subject to prior approval by Health Ad Net. Health Ad Net reserves the right to refuse service to any new or existing Publisher, at its sole discretion, with or without cause. Approval of membership in the Health Ad Net online advertising network is limited only to the specific root domain for which the Publisher has applied for approval.

(c) Health Ad Net is the sole owner of all website, campaign, and aggregate user data collected by the Health Ad Net network. Advertisers have access only to website and aggregate user data that is collected as part of their campaign(s). Publishers have access only to campaign and aggregate user data that is collected through the use of their inventory.

(d) Publishers will agree to co-operate with Health Ad Net's reasonable requests for information to be used for auditing or similar purposes.

4. Payment.

(a) Health Ad Net shall have the sole responsibility for calculation and reporting of all statistics, including impressions, leads, sales, clicks, earnings reports, and referral earnings. Eastern Time (GMT - 05:00) shall be the time period used for all traffic calculations. Health Ad Net will post reports of all traffic resulting from the Publisher's Ad Codes on Health Ad Net's website for the Publisher to access;

(b) Health Ad Net will pay the Publisher 50% of the advertising revenue received by Health Ad Net for advertising placed on the Publisher's website. Health Ad Net will retain 50% of the revenue for its services

(c) Health Ad Net will pay the Publisher only for months in which earned revenue exceeds \$50.00 for the month. Revenue which is not paid to the Publisher in any month will be credited to the account of the Publisher and paid later, when accrued revenue exceeds \$50.00. Health Ad Net will make payments to the Publisher within 60 days after the end of the month (Net 60). The Publisher will be paid by check. The Publisher agrees to keep the payment address and contact information in their account current.

(d) Publisher must report any claims that Health Ad Net's report of ads served to Publisher's website are inaccurate to Health Ad Net within 30 days following the end of the month in which such inaccuracy is believed to have occurred. Health Ad Net will make commercially reasonable efforts to resolve reported

inaccuracies fairly. Resolution is at Health Ad Net's sole discretion and all resolutions are final.

5. Term and Termination.

(a) The initial term shall be for six months from the "Effective Date" unless terminated earlier as provided in this Section 5. After six months, the term shall be one month and shall automatically renew each month unless terminated by either party.

(b) Publisher may discontinue participating in the Network after the initial term by providing 30 days written notice to Health Ad Net. However, Publisher has an obligation to fulfill any advertising campaign configured to run on their site in its entirety prior to termination.

(c) Health Ad Net reserves the right to:

- i. terminate any Publisher's account that has been inactive or idle for a period longer than one month. Notice via email of one week will be provided to the Publisher in the event their account is inactive or idle;
- ii. terminate any Publisher's relationship with the Network at any time, with or without cause. Termination notice may be provided via email or any other public means and will be effective immediately. Upon receipt of such termination notice, the Publisher agrees to immediately remove the Health Ad Net Ad Codes from their website(s). The Publisher will be paid, in the next scheduled payment cycle, all legitimate earnings due up to the time of termination. Upon termination, and in the event that blatant fraudulent activities have been documented in the Health Ad Net server logs, all ties to referrals will be permanently severed and the Publisher will not receive future referral commissions.

6. Intellectual Property.

(a) The Publisher shall not have, nor will it claim, any right, title or interest in any advertising content delivered by Health Ad Net (other than the Publisher's own advertising content). The Publisher is granted no license to Health Ad Net advertising content, the name "Health Ad Net" or any derivative thereof, or any other trademarks, logos, copyrights, patents, trade secrets or other intellectual property rights which are owned or controlled by Health Ad Net and made available to the Publisher in any manner.

7. Publicity.

(a) Health Ad Net shall have the right to reference and refer to its work for, and relationship with, the Publisher for marketing and promotional purposes. No press

releases or general public announcements shall be made without the mutual consent of Health Ad Net and the Publisher.

8. Relationship of Parties.

(a) Health Ad Net and the Publisher are independent contractors. Neither party is an agent or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on the behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. These Terms and Conditions shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

9. Assignment.

(a) The Publisher may not assign this Agreement, in whole or in part, without written consent from Health Ad Net. Any attempt to assign this Agreement without such consent will be null and void.

10. Force Majeure.

(a) Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, riots, insurrection, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

11. Severability / Waiver.

(a) The waiver by either party of a breach or right under these Terms and Conditions will not constitute a waiver of any other or subsequent breach or right. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will remain in full force and effect.

12. Limitation of Liability.

- (a) In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising thereunder or from the provision of services;
- (b) Health Ad Net will not be subject to any liability whatsoever for:
- i. any failure to provide reference or access to all or any part of the website due to systems failures or other technological failures of Health Ad Net or of the Internet;
 - ii. delays in delivery and/or non-delivery of advertisements, including,

without limitation, difficulties with a client, difficulties with a third-party server, or electronic malfunction; and
iii. errors and omissions of any kind.

13. Warranties.

(a) Health Ad Net does not make and hereby expressly disclaims all warranties, express or implied, with respect to any matter whatsoever, including, without limitation, the performance of any software programs incidental to services rendered by Health Ad Net, services provided thereunder, or any output or results thereof. Health Ad Net specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

14. Governing Law.

(a) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees on a full indemnification basis, incurred in obtaining or enforcing the award, to be paid by the party against whom the award or enforcement is ordered (provided that such party, on balance, has been substantially successful in pursuing its substantive claims in the proceedings).

Publisher and Health Ad Net hereby confirm their mutual agreement to the terms listed in this Service Agreement as of the date ("Effective Date") of the signatures below.

AGREED TO AND ACCEPTED:

Publisher:

Network: Health Ad Net

By:

By:

Title:

Title:

Signature:

Signature:

Date:

Date: