

## **Media Product Terms**

Important: These product terms (the “Media Product Terms”) pertain to Hyport Digital search marketing, targeted display and social ads products (collectively referred to sometimes as the “Media Products”). These Media Product Terms are referred to and incorporated in the [Hyport Online and Digital Marketing Services Terms and Conditions](#) (the “Marketing Services Terms”).

PLEASE READ THIS CAREFULLY. YOUR EXECUTION OF AN ORDER FORM FOR MARKETING SERVICES WHICH INCLUDES THESE PRODUCTS CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE MEDIA PRODUCT TERMS.

In the event of a conflict between these Media Product Terms and The Marketing Services Terms and/or Order Form, these Media Product Terms will control.

Hyport reserves the right to change these Media Product Terms at any time. We will provide notice of changes in these terms by updating the last modified date identified at the bottom of this document. All such changes will be binding upon you once posted, unless such changes are material in which case such changes will not take effect until the next time you sign an order form which includes these products.

Capitalized terms not defined here will have the meaning used in the Marketing Services Terms.

### **1) Advertising Placement and Location.**

- a) **Placement.** When possible, Hyport will determine in its sole discretion which online properties (the “Publishers”) the advertising content (“Ads”) will run during any campaign. You acknowledge that Hyport does not control or operate the Publishers, that the Publisher mix may change at any time during a campaign, and that Hyport does not guarantee when or where the Publishers or Hyport will display the Ads.
- b) **Ad Targeting.** Hyport will use commercially reasonable efforts to place Ads for consumers to see in the target locales identified during the campaign initiation process, but Hyport makes no guarantee that your Ads will only display in the target locales. If and to the extent you provide information for the purposes of delivering targeted Ads, including physical addresses or other geographic data, personally identifiable information (for use in direct targeting or building targeting profiles) or information to target Ads by demographics, personal attributes, location, interests or any combination of the foregoing (collectively, “Targeting Information”), you represent and warrant you have authority under all applicable law to deliver such Targeting Information to Hyport, and you will indemnify and hold harmless Hyport and its licensors from and against any and all claims, actions, losses, liability, damages, fines, costs, and expenses (including reasonable attorneys’ fees and expenses) arising from or related to the Targeting

Information, including any use of the Targeting Information in delivering your Ads and the sharing of such Targeting Information, including personally identifiable information (for use in direct targeting or building targeting profiles), as applicable, with the Publishers in order to deliver the Ads.

- c) **Hyport Digital Properties and Third-Party Directories.** Hyport Digital may create and post online, in Hyport digital properties or in third-party directories, profile page(s) for you, which may include: your name, phone number, email address, physical address, photos, videos, and information regarding your business and products or services (the “Local Profile”). Because of the nature of the internet, your Local Profile may remain in the Hyport digital properties even after the Marketing Services have ended. Such Local Profiles may also include Tracking Services.
- d) **Facebook and Instagram Integration.** The Social Media Advertising product seeks to deliver ads on Facebook and/or Instagram that bring you targeted local customers. To enable Hyport to deliver such service, you must provide Hyport access to your Facebook and/or Instagram account and authorize Hyport to act as your administrator solely in connection with promotion of your ads on. Although Hyport may use your Facebook and/or Instagram account in connection with this service, you remain bound by Facebook and Instagram’s relevant terms and conditions, including without limitation its relevant ad policies, which, *inter alia*, reserve Facebook’s right to reject or remove ads in its sole discretion. All content posted on Facebook and/or Instagram as part of this service will comply with Hyport’s content guidelines, and you hereby approve Hyport to disseminate such content, unless you direct otherwise in writing. Hyport cannot control the policies of any third-party Publisher, such as Facebook, or the alteration, enforcement or interpretation of such policies.

## 2) Campaign Logistics.

- a) **Duration.** Hyport will initiate your campaign set up upon receipt of your signed Order Form. The duration of the campaign (the “Campaign Period”) will run from the Actual Start Date until the Actual End Date unless the parties terminate earlier under the Marketing Services Terms. The “Actual Start Date” refers to a campaign’s actual commencement date. Hyport may take up to ten (10) business days or longer to review and prepare the campaign (or longer if Hyport is providing creative services or experiences technical difficulties), and may require further input from you before distributing your campaign to the Publishers. Publishers may then take additional time to initiate the campaign. A campaign’s “Actual End Date” will be the day when 98% or more of the Cost Per Cycle (as defined below) for the last Campaign Cycle has been exhausted. It may take more or less time to exhaust the Cost Per Cycle due to the Publishers’ scheduling and inventory constraints.
- b) **Campaign Cycles.** Each Campaign Period consists of Campaign Cycles. For Media Products, each “Campaign Cycle” is the time between Hyport’s commencement of

applying the Cost Per Cycle until such time as no less than 98% of the Cost Per Cycle has been used, which is approximately a 30-day period on average. Nevertheless, Hyport does not guarantee the time it takes to use the Cost Per Cycle. All statistics provided by Hyport evidencing usage rate are conclusive and binding for purposes of the Agreement.

3) **Fees.**

- a) **Description of Fees:** You agree to pay the following, in the amounts set forth on the Order Form:
- i) “Cost Per Cycle” refers to the recurring amounts payable to Hyport for the Media Products for each Campaign Cycle. Your Cost Per Cycle is used to, among other things, purchase clicks, impressions, listings and/or other media, license our platform, manage and optimize your campaign, track and record your phone calls, track and report the performance of your campaign, and provide customer service.
  - ii) “Total” refers to the aggregate recurring fees for each Campaign Cycle, as specified in the Order Form, such as the Cost Per Cycle and any Service Fees.
  - iii) “Set-Up Fee” refers to a one-time fee for the set-up of a campaign, which includes, but is not limited to, Publisher set up, keyword generation, proxy creation, phone tracking set-up, creative services and other similar set-up requirements. With respect to Search Marketing, the Set-Up Fee also includes a review of the campaign within the first 60 days of the campaign.
- b) **Timing of Payment.** Before an initial Campaign Cycle, you must pay the applicable cycle payment for the initial cycle and any applicable campaign set-up fees. You must also pay the applicable cycle payment in advance of each subsequent Campaign Cycle. To avoid any campaign pauses, Hyport may charge the Client Card or cause payment to be made through ACH for the upcoming Campaign Cycle when 75% of the Cost Per Cycle for the current Campaign Cycle has been exhausted. All amounts owed must be paid in advance of each campaign cycle. If payment is not timely received, in addition to being a breach of your contract obligations, we may pause or terminate your campaign.

4) **Advertising Content/Keywords.**

- a) **Ad Content.** You will deliver all content required for any Ad to Hyport. If such content does not conform to the specifications of Hyport or a Publisher, then Hyport or the Publisher may, in its sole discretion, reject such Ad or modify it to meet technical requirements or cure performance issues. If an Ad is rejected, Hyport will request another Ad from you. If Hyport is unable to procure an Ad that satisfies the necessary specification or requirement, Hyport will refund any applicable amounts you paid in advance. After you deliver an Ad to Hyport, your ability to modify it may be limited. Hyport or any Publisher’s acceptance of an Ad does not constitute approval or endorsement of the Ad.
- b) **Keywords.** With respect to Search Marketing, Hyport will have discretion to select the individual words or phrases (“Keywords”) used in connection with a campaign. You may

request the use of certain Keywords, which Hyport will use reasonable efforts to use, but Hyport makes no guarantees that all such Keywords will be used. Where Hyport uses Keywords it selects, it has no obligation to disclose those Keywords to you. If you elect to use Keywords that include your competitors' names or trademarked terms ("Competitor Keywords"), you assume all associated risk and agree to bear all liability associated with such election. Without limiting the foregoing, Hyport will have the right but not the obligation to remove Competitor Keywords at any time and in its sole discretion. If you are regulated by any professional, governmental or other regulatory rules or guidelines restricting your use of advertising, it is your sole responsibility to notify Hyport and ensure compliance.

- 5) **Landing Page.** To optimize your media campaign, Hyport may provide you, for no additional charge, with a landing page (the "Landing Page"), which will be displayed if the campaign causes a consumer to visit your site. If applicable, the Landing Page will be drawn from your native web site, including, without limitation, trademarks and service marks on your site (the "Web Content"), as Hyport determines in its sole discretion, and will be hosted by a third party that Hyport selects in its sole discretion. The Landing Page will not include any secure pages. To effectuate the foregoing, you grant Hyport a non-exclusive, royalty-free, sublicensable, worldwide license to use, reproduce, publish, display, distribute, extract and modify the Advertiser Content solely in connection with the performance of its obligations pursuant to this Agreement. YOU RETAIN EXCLUSIVE OWNERSHIP AND ALL RIGHT, TITLE AND INTEREST IN AND TO ALL THE WEB CONTENT. The format and look and feel of the Landing Page will be owned by Hyport Digital or its third-party providers. You will not (i) decompile, reverse engineer or reverse assemble any portion of the Landing Page or attempt to discover any source code or underlying ideas or algorithms of the Landing Page; (ii) sell, assign, sublicense, rent, lease, loan, distribute or otherwise transfer all of any portion of the Landing Page; (iii) make, have made, reproduce or copy the Landing Page; or (iv) cause or authorize any other party to do any of the foregoing.

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