

THE FOLLOWING DESCRIBES THE TERMS ON WHICH TAPINKO OFFERS YOU ACCESS TO OUR SERVICES. These services include providing you with the ability to: (1) create an online traditional ad-buy, offering dollars in exchange for advertising space in a publication; (2) sell advertising using the TapInko enterprise level software.

The terms "you" and "advertiser", mean any individual, company or authorized representative who seeks to buy advertising from any participating publication via the TapInko web site.

The terms "publication" or "publisher" mean any authorized publication representative or publishing company who seeks to sell advertising to any participating advertiser on the TapInko web sites.

The terms "us" or "we" means TapInko.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective 14 days after they are initially posted on TapInko.

#### 1. Membership Eligibility

Our services are available only to individuals or business entities that can form legally binding contracts under applicable law. Any person using TapInko's services must have the authority to bind the advertiser to a contract for advertising with a publication. Without limiting the foregoing, our services are not available to minors. If you do not qualify, please do not use our services. Further, our services are not available to temporarily or indefinitely suspended TapInko's members.

#### 2. Duties of Advertiser Users

##### 1. Advertiser-Created Profile

1. Creating a Profile. We provide an electronic forum providing you with the opportunity to

create a profile in which you describe the parameters of the transaction and a description of the advertising space you'd like to purchase. After your parameter description is posted on our website, you will not be able to amend your description of the parameters without our permission. Failure by an advertiser to honor the parameters set forth in the creation of an auction can result in temporary or indefinite suspension from TapInko.

2. Ad-Buyer: You may use TapInko to gain knowledge about a publication or advertising opportunity. The information posted is strictly the information approved by the publications and we are not responsible for anything misleading or incorrect that is listed on the TapInko system. All profiles are directly tied to the publications they represent and any inaccuracies are not the fault of us. We will not be held responsible for any inaccuracies that occur with faulty profiles or inaccurate posted information.

## 2. Publication-Created Offer

1. Purchase. You may purchase publication-created offers to sell advertising space, under the terms and conditions set forth in the parameters of the offer. Once submitted, your purchase may not be retracted without our permission.

2. Transaction Completion. Your identity is not revealed to the publication until you submit an RFP through TapInko for the ad in the publication or outlet. TapInko generates an e-mail sent to the publication revealing your identity and contact information. At this point the publication may exercise its Right of Refusal set forth in Section 3 below. Failure by you to honor all terms of the contract for advertising may result in temporary or indefinite suspension from TapInko.

## 3. Other Responsibilities and Duties

1. You agree not to bypass us with regard to any transaction with a publication that has been identified or provided through our web site.

2. We encourage you to notify us if you suspect that any user is engaging in any activity that interferes with the integrity of our web sites. For example, if you suspect the occurrence of price manipulation, fraudulent or multiple identities, or other improper conduct, it is in your interest and our interest for you to provide us with this information.

### 3. Publication Right of Refusal

You understand and agree that a publication may refuse any ad from you at any time prior to publication of the ad. This Publication Right of Refusal exists as to all types of transactions on our web sites. Although a publication may refuse an ad, TapInko recommends publications exercise this right judiciously. For more information on Right of Refusal, see TapInkos' Refund Policy.

### 4. TapInkos Duties

1. Duties. We merely provide the forum for the sale and purchases to take place (see section 6, "TapInko is only a venue", below). TapInko is not a party to the final contract that arises between you and a publication. Our exclusive role in any transaction or agreement arising from an advertiser-created transaction or a publication-created profile is to receive money from you and to forward those funds to the publication in consideration for the advertisement that is the subject of the transaction.

2. Exclusions. TapInko cannot and does not guarantee the truthfulness or accuracy of any information about publications or any other user. Such information is a service to the publication and is reprinted from information submitted by publications or other users.

### 5. Fees for Services

1. Enrollment Costs. Joining TapInko and using our web sites is free to you. We will charge you only

when an advertisement is sold through use of our web sites.

2. Commission/Fees. When purchasing an ad through TapInkos' web sites, we will charge you immediately. You will not pay a publication directly. We will assess you for the fees associated with featuring and highlighting an auction created by you if you chose to use those features. TapInko deducts a small percentage commission from the total cost of the ad(s). TapInko is paid by the publication. You are not charged extra for these fees.

3. Reimbursement. TapInko will reimburse you for your ad in certain circumstances. Please review our refund policy to learn more about reimbursement.

4. **Sales Tax.** We are required to collect **Pennsylvania Sales** and Use Tax on the portion of any non-media advertising that will be published in Pennsylvania. Although we are not required to collect tax with respect to advertising that may be taxable in any other state, a publication may still have an obligation to pay tax to that state with respect to the sale or purchase of advertising (whether through us or otherwise).

6. TapInko is only a venue

1. Overview. Our site acts as the venue for publications and advertisers to list items (or, as appropriate, solicit offers to buy) and for publications to purchase on and advertisers to purchase items. We are not involved in the actual transaction between publications and advertisers. As a result, we have no control over the quality, safety or legality of the items advertised, or the truth, the accuracy of the listings and the ability of advertisers or publications to sell items. We cannot ensure that an advertiser or publication will actually complete a transaction.

2. Safe Transactions. Because user authentication on the Internet is difficult, TapInko cannot and does not confirm each user's purported identity.

3. Release. Because we are not involved in the actual transaction between publications and advertisers, in the event you have a dispute with one

or more publications, you release TapInko (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

4. Information Control. We do not control the information provided by other users, which is made available through our system. You may find other users' information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using our site. Please understand that there may exist the risk of dealing with foreign nationals, underage persons or people acting under false pretense.

5. Dispute Resolution. TapInko does not act as a mediator between publications and advertisers over disagreements about advertisements. If you are aggrieved by any aspect of the relationship with the publication, it is your responsibility to contact the publication in an attempt to resolve the dispute.

#### 7. Your Information

1. "Your Information" is defined as any information you provide to us or other users in the registration, buying, or listing process, in any public message area or through any e-mail feature. You are solely responsible for "Your Information", and we act as a passive conduit for your online distribution and publication of "Your Information".

2. Your Information: (a) shall not be false, inaccurate or misleading; (b) shall not contain fraudulent information; and (c) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).

3. Solely to enable TapInko to use Your Information, so that we are not violating any rights you might have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers)

right to exercise the copyright and publicity rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information.

#### 8. Breach, Suspension or Termination

Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you for any reason we deem appropriate in our sole discretion. Such reasons include, but are not limited to: (a) your breach of this Agreement or the documents it incorporates by reference; (b) our inability to verify or authenticate any information you provide to us; (c) your provision of fraudulent information to us or our users; (d) if you have interfered with the integrity of the functioning of our site, including but not limited to price manipulation; or (e) our belief that your actions may cause legal liability for you, our users or us.

If we choose to ignore any violation of this agreement or other activities which could give rise to suspension or termination, such action or inaction on our part will not constitute a waiver of any of our rights including suspension, termination or otherwise.

#### 9. Trademarks

You acknowledge and agree that TapInko, is the exclusive owner of, or otherwise has the right to use, all logos, trademarks and service marks.

#### 10. No Warranty

TAPINKO AND ITS SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### 11. Liability Limit

IN NO EVENT SHALL TAPINKO OR ITS SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100.

#### 12. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

#### 13. Legal Compliance

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

#### 14. No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

#### 15. Notices

Except as explicitly stated otherwise, any notices to us shall be given by postal mail to TapInko, 1151 Walton Rd, Blue Bell, PA 19422. Any notices to you shall be given by e-mail to the e-mail address you provide to TapInko, during the registration process (in your case). Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided by you to TapInko during the registration process. Notices via e-mail shall be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Notices via U.S. mail shall be deemed given 3 days after the date of mailing.

#### 16. Choice of Law and Venue

This agreement is governed by the laws of the State of Delaware, U.S.A. You hereby consent to the exclusive jurisdiction and venue of the courts in Wilmington, Delaware, USA in all disputes arising out of or relating to the use of the TapInko web sites. Use of the TapInko web sites is unauthorized in any

jurisdiction that does not give effect to all provisions of these terms and conditions including, without limitation, this paragraph. Our performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the TapInko web sites or information provided to or gathered by us with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between you and us with respect to the TapInko web sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the TapInko web sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same and subject to the same conditions as other business documents and records originally generated and maintained in printed form.