

General Terms and Conditions

Thank you for choosing LeadFox. (the "Company", "LeadFox ", "us", "we" or "our"). Pursuant to the terms and conditions of this agreement (the "Agreement"), the Company and you ("you", "your", or "affiliate") shall agree to the following terms and conditions for the receipt of advertising materials ("Ad Content", "Creative" or "Creatives") from our advertising customers ("Advertiser"). This includes the serving, tracking and reporting of each campaign made on the Company's network (the "Network" or "Program").

This program enables you to add promotional features to your website, as approved by us, and to send data to us for which you will be eligible to receive compensation in accordance with, and subject to, this Agreement. This Agreement, together with any amendments and offer specific terms and conditions, governs your participation as a member of the Network or Program. You covenant and agree to be bound by this Agreement, and any schedule(s) attached, as amended by the Company from time to time.

By continuing to access our services you are representing to us that you are doing so because you are legitimately interested in using our services.

Any other use of any of our information is expressly forbidden. In addition our services are intended for business purposes only.

By continuing to access our services you are also warranting that you are not associated with any other type of agency or any governmental or regulatory body.

All of our legal rights are reserved.

1. Definitions

"Affiliate"

An individual or entity which allows its website or website content and/or other traffic sources to include banners, and/or other acceptable forms or links, to permit traffic and or results between the affiliate and the Programs offered by the Network pursuant to this Agreement.

2. Membership

Membership in the LeadFox Program is subject to our prior approval and we reserve the right to deny you, or any other affiliate, in our sole discretion, with or without cause. Approval of membership in the LeadFox program is limited only to the specific root URLs for which you have applied for approval. We reserve the right to withhold approval of membership to the program based on your website's primary language. We reserve the right, in our sole discretion and without liability, to reject, omit or exclude you or your website for any reason at any time, with or without notice

to you and regardless of whether you or your website were previously accepted. The Company may at any time audit you for compliance purposes. You agree to provide us with any reasonable information necessary to conduct an investigation into your compliance with the law, offer specific terms and conditions and this Agreement.

3. Parasites, Adware, Spyware, etc.

You agree that you will not use Parasites, Adware, Spyware or any other method of manipulating traffic to generate traffic. Specifically, you agree that the following practices are strictly prohibited unless explicitly approved in writing by us:

- SMS/Text Messaging
- Pirated Content locking
- Social Phishing/Spamming
- Adult or inappropriate content

You also agree not to use any of the following words unless explicitly approved by us in writing:

- Free
- Winner
- Won
- Claim
- Contest
- Sweepstakes

You further acknowledge and agree that there will be:

- NO infringement of the trademarks, logos or brand reputation of ANY technology company;
- NO installation of viruses, Malware, spyware or any other malicious programs, including but not limited to Trojan viruses, on the computers of the Customer;
- NO misleading claims to the Customer such as tech support is being provided by "Certified Professionals";
- NO use of the word « Leadfox » within any registered domain name;
- NO screen or content locking on the computer of the Customer; and
- NO statements claiming that a virus, malware, spyware has been identified on the computer of the Customer.

If you violate the guidelines set out above or otherwise contravene our policies or terms we will, at our sole discretion, immediately suspend your accounts and no further payments will be made to you pending an investigation, which may lead to further action up to and including removal from the Network.

4. Approval of an Affiliate

Registration with us shall not confer any right on you to market or promote any programs made available by us on behalf of the Advertiser. You will need official approval from us before you can become an affiliate. Only when you are approved are you permitted to use the Network and Programs. We reserve the right to withhold or refuse, at our sole discretion, approval for any reason.

In order to be eligible to become an affiliate, all websites, partnered websites and e-mail distribution lists (collectively the "Media") must meet the following criteria:

1. If you intend to send e-mail advertisements you must have permission based opt-in databases with functional unsubscribe mechanisms which comply with any and all applicable anti-spam legislation, including but not limited to, CAN-SPAM Act 2003 ("CAN-SPAM") and the Canadian Anti-Spam Legislation ("CASL");
2. Your website must be content-based, not simply a list of links or advertisements, nor can the website be centered around making money off of the Customer;
3. Unless otherwise approved in writing by us, you may not offer incentives to users as a means to enhance the performance of any program; incentives include, but are not limited to, awarding cash, points, prizes, contest entries etc.;
4. Your website must be fully functional at all levels with no "under construction" sites or sections;
5. You agree that Spawning Process Pop-ups are prohibited;
6. Your website must not contain, promote or have links to: profanity; sexually explicit materials; hate material; promote violence; discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or family status; or any other materials deemed unsuitable or harmful to our reputation or that of the Advertiser;
7. Your website must not promote or reference software piracy (warez, cracking, etc.), hacking, phreaking, emulators, ROM's, or illegal MP3 activity;
8. Your website must not promote illegal activities or violations of the intellectual property rights of others;
9. Your website must not promote activities generally understood as Internet abuse, including but not limited to, the sending of unsolicited bulk electronic mail; and
10. Your website must not be advertised or promoted through the use of unsolicited bulk email, or allow users or customers to engage in similar activities through your website, including those activities prohibited by this Agreement.

5. Representation

You represent and warrant that:

You are the owner or are licensed to use the entire contents and subject matter contained in the website.

- Your website is free of any "worm", "virus" or other device that could impair or injure any person or entity.
- Your website does not violate any law or regulation governing false or deceptive advertising, sweepstakes, gambling, comparative advertising, or trade disparagement.
- Your website does not contain any misrepresentation, or content that is defamatory or violates any rights of privacy or publicity.
- You are generally familiar with the nature of the Internet and will comply with all laws and regulations that may apply.
- Your website does not and will not infringe upon any copyright, trademark, patent or other proprietary right. You grant us and the Advertiser the right and license to transmit the Creative to your website.

6. Payment

The Company shall pay any amounts due to you thirty (30) days following the month upon which revenue has been generated.

We reserve the right to pay you, prior to the 30th of the month following any revenue earned, as negotiated on a case by case basis. Furthermore, to reduce any payments owed to you as a consequence of any offsets taken by us for invalid events, technical errors, tracking discrepancies, instances of fraud and the like, we shall compile, calculate and electronically deliver data required to determine your billing and compensation. Any questions regarding the data provided by us must be submitted in writing within five (5) business days of receipt, otherwise the information will be deemed to be accurate and accepted as such by you. All amounts will be paid in US dollars. No payments will be issued for any amounts less than US \$100 dollars (the "Payment Threshold"). All such amounts below the Payment Threshold shall be aggregated and paid when the Payment Threshold has been met. We will not pay for any events that occur before a program is initiated, or after a program terminates. Invoices submitted to us and payments made to you shall be based on the events as reported by us. We will not be responsible to compensate you for events that are not recorded due to your error. We may require you to provide a W-9 for bank accounts in the U.S. and a W8 for all payments outside of the U.S., and similar such information, as a condition to receive payment. Chargebacks requested by us may be applied up to sixty (60) days after the end of the month in which the applicable amount was earned. The number or amount of actions, credits for payments and debits for chargebacks, as calculated by the Company, shall be final and binding.

7. Termination

We reserve the right to terminate any relationship between you and LeadFox 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 issuance or receipt of such termination notice, you agree to immediately remove our html code for serving Creative from your website. You will be paid, in the next scheduled payment cycle, all undisputed earnings due up to the time of termination. In

the event that blatant fraudulent activities have been documented by our server logs, no past or future payments will be made to you.

8. Ad Content/Creative

We reserve the absolute right to refuse to partner with you or any affiliate. We do not accept websites that: produce or provide adult content; engage in, promote or facilitate illegal or legally questionable activities such as pirating and hacking; are under construction; hosted by a free service; are a personal home page; or do not own the domain they are under. Our ad codes shall not be used on webpages that contain forums, discussion boards, or chat rooms.

This Agreement is immediately voidable if you fail to disclose, conceal or misrepresent you or your website in any way. In addition, we may in our sole discretion refuse your website if we deem your website inappropriate. To ensure compliance with this Agreement, if you change any content after approval for membership, you MUST notify us of the changes in writing IMMEDIATELY. All ad content must be reviewed and approved by the Company and we reserve the right to withhold, refuse or withdraw approval of any websites, email distribution lists and/or marketing channels for any reason, whatsoever, in our sole discretion. Notwithstanding the foregoing, our policies, specifications and/or recommendations with respect to any websites, email distribution lists and/or marketing channels used by you should not be construed as legal advice, or as sufficient guidelines to ensure that such websites, email distribution lists and/or marketing channels comply with applicable law. The Company does not represent or warrant that such policies, specifications and/or recommendations are legally compliant or appropriate. The Company assumes no obligation and hereby disclaims any liability for your use of and/or reliance upon any such policies, specifications and/or recommendations. You should consult with your legal counsel and/or other professional advisors before acting on any policies, specifications and/or recommendations as provided by the Company. You will not alter, modify or otherwise change any ad content or Creative features, in any manner whatsoever, without our prior express written consent. Notwithstanding the foregoing, you must comply, immediately, with any and all requests by the Company to modify, alter, remove or otherwise change the positioning, placement, frequency and other editorial decisions related to the ad content or Creative. You will not run any deactivated Creatives after the Advertiser has posted new Creatives to run in lieu of those deactivated. You agree to review the availability of Creatives on a daily basis and you shall be solely responsible to update the Creatives. The Company assumes no responsibility to notify you when a specific Creative is no longer available.

9. Spam Indemnification

You agree to indemnify and hold us, the Customer, our products, and their respective partners, employees, officers, agents, directors and representatives ("Indemnified Parties"), harmless from all allegations, claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including without limitation reasonable legal fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") arising out of or in connection with our use of the email list provided by you including, but not limited to alleged violations of CAN-SPAM and CASL and any other applicable laws.

10. Spamming

You warrant that you will not send any commercial email to any person who has requested not to receive email from you and/or the Customer and that you are in full compliance with the CAN-SPAM Act 2003 (CAN-SPAM), Canadian Anti-Spam Legislation (CASL) and any other similar, applicable legislation. You also understand that upon doing so you automatically forfeit the right and claim to any revenue generated for your account, and your account will be immediately terminated at our sole discretion. You further agree that all of your business will be in compliance with all local, State, Federal and international anti-spam policies and all other applicable laws.

11. Reselling Data/Campaigns

You agree not to broker or resell any campaigns or creative from us, or Agencies to any other party without the express written permission from us. You also understand that upon doing so, you automatically forfeit the right and claim to any revenue generated for your account, and your account will be immediately terminated. Breach of this provision will cause you and your website to be liable for all damages related to such breach.

12. Fraud and Deception

We audit every affiliate's traffic on a daily basis. If you produce or commit fraudulent activities, including false clicks, false impressions, and incentivised clicks (that have not been previously authorized in writing), you will have your account permanently removed from our Network and will not be compensated for fraudulent traffic. If fraud is suspected or detected, your account will be suspended pending further investigation.

For example, your account will be flagged for the following:

- Having much higher conversions per click rates than industry averages and where solid justification is not evident;
- Having shown fraudulent leads as determined by the us; or
- Using fake redirects, automated software, and/or fraud to generate events from the programs.

If you fraudulently add leads or clicks or inflate leads or clicks by fraudulent traffic generation (such as pre-population of forms or mechanisms not approved by us or use of sites in co-registration campaigns that have not been approved by us), you will forfeit your entire revenue for all programs and your account will be terminated. If you are notified that fraudulent activities may be occurring on your Media, and you fail to take prompt action to stop the fraudulent activities, then, in addition to any other remedies available to us, you shall be responsible for all costs and legal fees arising from these fraudulent activities. In addition, in the

event that you have already received payment for fraudulent activities, we reserve the right to seek credit or remedy from your future earnings or to demand re-imbusement from you.

13. Code

Our ad codes must not be modified from their original format without our consent. You agree to use the ad code provided for displaying Creative not more than ONCE per page view. Ad codes cannot be placed in email messages. Our ad codes cannot be used on web pages that contain forums, discussion boards or chat rooms. You cannot alter, copy, modify, take, sell, reuse, or divulge any of our computer code, except as is necessary to partake in the Network, provided however, with our prior approval, you may, in certain instances, modify our computer code for purposes of inserting certain pre-approved language above or below an advertisement served by us. Requests for language approval should be sent to us prior to your use.

14. Data Reporting (Stats)

We own the program, campaign, and aggregate web user data collected. You only have access to campaign data that is collected through the use of your inventory.

15. Contact Information

To ensure timely payment, you are responsible for maintaining the correct contact and payment information associated with your account. Please update your payment information with us by emailing affiliation@leadfox.io. Any and all bank/service fees associated with returned or cancelled payments due to any error in your contact or payment information are your responsibility, and will be deducted from re-payment.

16. Relationship of Parties

For purposes of this Agreement, each party shall be and act as an independent contractor. This Agreement does not constitute, create, or give effect to any employer/employee or franchiser/franchisee relationship, nor any joint venture, partnership, limited partnership, or agency among the parties, and the parties hereby acknowledge that no other facts of relations exist that would constitute, create, or give to effect any such relationship between them. Neither party has any right, or authority to assume, or create any obligation, nor responsibility on behalf of the other party except as may from time to time be provided otherwise by written agreement signed by both parties.

17. Assignment

The Company may assign this Agreement, or any portion thereof, at its sole discretion. You may not transfer, assign or delegate any of your rights under this Agreement without the prior written consent of the Company, acceptance of which is in the Company's sole discretion and any attempts contrary to this shall be null and void. Further, any such attempts may result in the

Company immediately terminating this Agreement, at its sole discretion and without any liability to the Company. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their subsidiaries, and their respective successors and assigns.

18. Indemnification

You will at all times indemnify and hold harmless the Indemnified Parties from and against any and all Losses arising out of your breach of any representation, warranty or obligation hereunder, or any alleged breach of any representation, warranty or obligation to any other party.

19. Limitation of Liability

WE SHALL NOT HAVE ANY LIABILITY TO YOU FOR LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, BASED UPON A CLAIM OF ANY TYPE OR NATURE (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, OUR TOTAL OBLIGATIONS AND/OR LIABILITY CAN NEVER EXCEED THE VALUE OF YOUR SPECIFIC ADVERTISING CAMPAIGN IN QUESTION.

20. Representations

Each party represents and warrants that it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereunder, and that any material provided by it to the other party for display on the other party's website will not infringe on any copyright, trademark or other proprietary right of any third party.

21. Severability

If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity of any or all of the remaining portions thereof.

22. Force Majeure

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, failure of communications systems or networks, server floods, network failures, city strikes (whether war is declared or not), acts of terrorism, insurrections, school riots or other riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party; provided, however, that the party so affected

shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay of the failure to perform as noted above.

23. Entire Agreement

This Agreement, schedule(s) and any and all offer specific terms and conditions constitutes the entire agreement and supersedes all prior agreements of the parties with respect to the transactions set forth herein. We reserve the right to modify these terms and conditions at our sole discretion. You are entitled to review these terms and conditions periodically.

24. Governing Law

This Agreement shall be governed by, interpreted and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. Any action relating to this Agreement must be brought in the courts located in the province of Quebec and you irrevocably consent to the jurisdiction of such courts.

25. Confidentiality and Non-Circumvention

Each party acknowledges that it will not disclose the confidential information of the other party, except to its employees and professional advisors and except as required by law. During the term of this Agreement and for a period of two (2) years thereafter ("Restriction Period"), you shall not engage, contract with, work with, license, or permit any person, firm, or entity to represent any performance-based advertising relationship with any affiliate within the Company's Network unless a previously existing business relationship between you and such affiliate can be demonstrated to the Company's reasonable satisfaction. You further agree and acknowledge that during the Restriction Period you will not knowingly take any action to circumvent any company or person doing business with the Company, including other online marketing service providers and any of the Company's employees. You further acknowledge and agree that you shall not engage, contract with, work with, license with, enter into and/or execute any performance-based online advertising and/or marketing relationship with any advertising network, website, newsletter, search engine, e-mail list, or any other type of Internet property (collectively, the "affiliates") within any advertising network operated by the Company. In the event an affiliate contacts you, you shall immediately notify the Company and halt any marketing campaigns with such affiliate. Both parties agree and acknowledge that if you violate your obligations under this section, the Company will suffer irreparable injury and will be entitled to: (a) liquidated damages in the amount of fifty percent (50%) of the gross revenues resulting from sales conducted by through the advertising and/or marketing efforts of such affiliate(s), (b) injunctive relief, and (c) any other remedies the Company may have at law or in equity.

26. Applicability

In this Agreement, including all attachments which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. Applicable sections shall survive expiration or early termination of this Agreement. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if in writing and signed by the parties. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement. In addition to terms that are negotiated and documented separately from this Agreement, including any offer specific terms and conditions and terms that are automatically generated through the interactive use of the Network are part of this Agreement.

27. Public Release

You shall not release any information regarding campaigns, programs, Creative, or your relationship with us including, without limitation, in press releases or promotional or merchandising materials, without our prior written consent. We shall have the right to reference and refer our work for, and relationship with you for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual consent between you and the Company.

28. Remedy

If you violate or refuse to partake in your responsibilities, or commit fraudulent activity against us, we reserve the right to withhold payment(s) and take appropriate legal action to cover our damages.

29. Modifications

We reserve the right to change any condition of this Agreement at any time. Notification may be provided to you but is not required.

30. Privacy

You shall support our commitment to protect the privacy of the online community; such commitment is set forth in our Privacy Policy which has been made available to you and which is hereby incorporated into this Agreement.

31. Waiver

No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

32. Ability to Enter into Agreement

By executing this Agreement, you warrant that you are at least 18 years of age, and that there is no legal reason that you cannot enter into a binding contract.