



AD-IMPORTER SERVICE AGREEMENT AND TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT VERY CAREFULLY PRIOR TO SIGNING UP FOR THE AD-IMPORT SERVICE. IF YOU SIGN UP FOR THE AD-IMPORTER SERVICE, YOU WILL BE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, THEN DO NOT SIGN UP FOR THE AD-IMPORT SERVICE.

By agreeing to this Ad-Importer Agreement (“Agreement”), You agree to be legally bound as a member of the Ad-Importer service (a "Publisher") for so long as Your account has not been terminated pursuant to the terms in this Agreement. (“You”, “Your”, and/or “Publisher” means you, as well as any entity identified in the Ad-Import Application form, including any agents, affiliates, and/or persons acting on its/Your behalf).

Failure to comply with the terms of this Agreement may result in deactivation of the Ad-Importer Service on Your site and/or deactivation of Your Ad-Import Account. Accordingly, we recommend that You completely read this Agreement and refer to it from time to time.

- A. **Prior Approval.** Use of the Ad-Import Service is contingent upon the prior approval of JP Communications INC, as well as Your continued compliance with all terms and conditions of the Agreement, as well as all rules set forth elsewhere on Toptenwholesale.com and it’s network.
- B. **Non-Assignable.** Your membership is for Your sole use and may not be assigned or otherwise transferred to any other person or entity.

- C. **Term and Cancellation.** The term of this Agreement will begin upon JP Communication's acceptance of Your Program application and will end when terminated by either party pursuant to terms in this Agreement.

Upon the termination of this Agreement for any reason, You will immediately cease use of, and remove from Your site, all Ads, as well as all of JP Communications (including its affiliates) (hereinafter collectively referred to as "JP COMM") trademarks, trade dress, and logos, and all other materials provided by or on behalf of JP COMM to You pursuant hereto or in connection with the Ad-Import Service.

Although You may stop displaying Ads on Your Site(s) at any time, this Agreement shall not be deemed terminated by You until You have provided JP COMM with five (5) days written notice via email to billing@toptenwholesale.com. On the other hand, JP COMM has the right to cancel this Agreement, as well as Your Ad-Importer Account at any time, without cause, without prior notice.

- D. **Competence.** You must be at least eighteen years old to qualify for enrollment into the Ad-Importer Service. By applying for use of the Ad-Importer Service, You are representing that You are of qualified age and competence to do so.
- E. **Multiple Accounts Forbidden.** Unless expressly authorized by JP Communications, no person or entity may hold more than one Ad-Importer Service account at any time. Any person or entity found to be holding more than one Ad-Importer Service account will be subject to immediate termination.
- F. **Consent.** By applying for use of the Ad-Importer Service, You consent to permit JP COMM to serve third party and/or JP COMM provided advertisements and/or JP COMM referral banners, buttons, and Ads (collectively, "Ads") in connection with the Web site(s) that You designate, including any and all of the various feeds (Atom, RSS, etc.) distributed through such Web site(s) (hereinafter, each such Web site and/or feed shall be referred to as "Site"). In all cases, any reference to a Web site, Web Page, Blog, Web Log, or the like, with regard to the Ad-Import Service, shall also be referring to any and all feeds distributed through (or related to) such Web site, Web Page, Blog, or the like.
- G. **Specifications of Ads.** Unless expressly authorized otherwise by JP COMM, You agree that You shall not modify, in any way, any code (.xml, Javascript, etc.) or programming provided to You by JP COMM. You hereby agree to comply with any and all specifications and rules provided by JP COMM from time to time to enable proper delivery, display, tracking, and reporting of Ads.

No Web page displaying any Ad(s) may also display any other advertisement(s) that an end-user of Your Site(s) would reasonable confuse with an Ad-Import Service Ad or otherwise associate with JP COMM.

- H. **Function of Ads.** End-users who click on an Ad will be directed to a Web page hosted by JP COMM and/or a third party. A “Referral Event” will be initiated when an end-user (originating in North America) clicks on an Ad from Your Site and will be completed when the referral requirements for the relevant product are satisfied in accordance with this Agreement (“Satisfied Referral Event”). Note: End-user clicks originating outside of North America shall not be considered a Referral Event and deducted from Ad Importer payout.
- I. **Revenue Share.** You shall receive a fifty percent (50%) commission (“Commission”) on the negotiated pay-per-click fee (“PPC fee”) for all valid Satisfied Referral Events originating from North America. (The PPC fee shall be negotiated between JP COMM and the various third party advertisers.) JP COMM shall send Commission payments to You on a monthly basis. However, JP COMM shall accrue and withhold Your monthly earned Commissions until the total amount on account has reached at least one hundred dollars (\$100.00).
- J. **Fraud.** You hereby permit JP COMM to review all of Your Site traffic to prevent Fraud, as set forth below.
- a. You hereby agree and affirm that it shall be considered Fraud, for the purpose of this Agreement, in any situation where You encourage, authorize, and/or commit any actions to, directly or indirectly generate Referral Events, and/or impressions of or clicks on any Ad through any automated, deceptive, or other invalid means, including but not limited to through repeated manual clicks, the use of robots, key-loggers, bots, and/or the like.
 - b. You hereby agree and affirm that it shall be considered Fraud, for the purpose of this Agreement, in any situation where You encourage, authorize, and/or commit any actions that serve to edit, modify, filter, or change the order of information contained in any Ad or remove, obscure, or minimize any Ad in any way.
 - c. You hereby agree and affirm that it shall be considered Fraud, for the purpose of this Agreement, in any situation where You encourage, authorize, and/or commit any actions that serve to directly or indirectly access, launch, and/or activate Ads through or from, or otherwise incorporate the Ads in any software application, Web site, or other means other than Your Site(s), and then only to the extent expressly permitted by this Agreement.

- d. You hereby agree and affirm that it shall be considered Fraud, for the purpose of this Agreement, for You to commit any acts which violate the spirit and/or function of the Ad-Import Service Revenue Share program, and/or this Agreement.
- e. You acknowledge that any attempted participation or violation of any of the foregoing shall constitute a material breach of this Agreement and that JP COMM and/or its assigns may pursue any and all applicable legal and equitable remedies against You, including an immediate suspension of Your account, including withholding of all commissions, or termination of this Agreement, including withholding of all commissions, and the pursuit of all available criminal and remedies, including awards for punitive damages.

K. Restrictions on Placement of Ads. You hereby agree to the following restrictions. Failure to abide by the following restrictions can result in material breach of the Agreement:

- a. You shall not display any Ad(s) in any email or on any Web page or Web site that contains violent, hate-related, pornographic, or illegal content. Any attempt(s) to do so shall constitute a material breach of this Agreement.
- b. You shall not solicit any of the third-party advertisers affiliated with JP COMM's Ad-Import Service.
- c. You shall not program Your Site(s) to imitate metadata.
- d. You shall not copy any text from JP COMM's Web sites.
- e. In the event that Your Site(s) has/have search bars and/or tool bars, those search bars and/or tool bars shall have the following credit affixed to it/them: "Powered by Toptenwholesale.com". It will be Your responsibility to place affix this credit.

L. Material Breach. In any event that You materially breach this Agreement, JP Communications shall have the right, from that moment on, to permanently withhold all future Commissions.

M. Compliance with Laws. For so long as You are a Publisher, You agree that You shall comply with all laws, rules, ordinances, licenses, permits, orders, regulations, or other requirements ("Reqs") of any governmental authority that has jurisdiction over You, whether those Reqs are now in effect or later come into effect during the time You are a Publisher. Without limiting the foregoing

obligation, You agree that as a condition of Your participation as a Publisher, You will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

- You will be solely responsible for the development, operation, and maintenance of Your site and for all materials that appear on Your site. For example, You will be solely responsible for, inter alia, ensuring that materials posted on Your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights). JP COMM disclaims all liability for these matters. You will indemnify and hold JP COMM harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of Your Site.

- N. **Modifications.** JP Communications may modify any of the terms and conditions contained in this Agreement, at any time and in JP Communication's sole discretion, by posting a change notice or a new Agreement on any JP COMM Web site. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON A JP COMM SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.
- O. **Independent Contractors.** The relationship between You and JP Communications is one of independent contractors. Nothing contained in this Agreement or elsewhere shall be construed to imply any partnership, joint venture, franchise, agency, employment, or investment contract between the parties. You will have no authority to make or accept any offers or representations on our behalf. Furthermore, You shall not make any statement, whether on Your site or otherwise, that reasonably contradict anything in this Section.
- P. **Limitation of Liability.** JP Communications shall not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Ad-Import Service, even if JP Communications has been advised of the possibility of such damages. JP Communication's aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to You under this Agreement.

- Q. **Disclaimers.** JP COMMUNICATIONS PROVIDES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE AD-IMPORT SERVICE, ADS, AND OTHER SERVICES OR ANY OF THE PROGRAMS, SOFTWARE, OR CODE USED IN CONNECTION WITH IT, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT ADS ARE BASED ON NON-JP COMMUNICATIONS CONTENT, JP COMMUNICATIONS SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE DISPLAY OF SUCH ADS. IN ADDITION, JP COMMUNICATIONS MAKES NO REPRESENTATION THAT THE OPERATION OF THE AD-IMPORT SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND JP COMMUNICATIONS SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.
- R. **Choice of Law and Venue.** This Agreement shall be governed by the laws of the United States and the State of America, without reference to rules governing choice of laws. Any dispute arising out of or in connection with this Agreement or the Ad-Import Service shall be adjudicated in San Diego County, California. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

X _____ Date: _____