

## Advertiser's Terms and Conditions

These **Advertiser's Terms** ("**Terms**") are entered into by BBN&K LLC D/B/D Massive Crazy Clicks, its successors Subsidiarie and the entity executing these Terms ("**Company**") and referred to as ("Advertiser"). These Terms will be incorporated by reference into each service agreement or placement order entered into between Advertiser and Massivecrazyclicks. These Terms govern Advertiser's participation in the Advertising Program ("**Ad Programs**"). In consideration of the foregoing, the parties agree as follows:

- Ad Programs.** Advertiser authorizes Massivecrazyclicks and its affiliates to place Advertiser's advertising materials and related technology (collectively "**Ads**" or "**Creative**") on any content or property (each a "**Property**") available through the Ad Programs, whether provided by Massivecrazyclicks or its affiliates on behalf of itself or, as applicable, a third party ("**Partner**"). Advertiser is solely responsible for all: (i) Creative, (ii) Ad trafficking decisions and all targeting decisions ("**Targets**"), (iii) Advertiser's Creatives directs viewers example: landing pages or redirects (e.g., URLs) ("**Destinations**") and (iv) services and products advertised on Destinations (collectively "**Services**"). Massivecrazyclicks and its affiliates may make available to Advertiser certain Program features (e.g., geographic targeting, interest targeting etc) to assist with the selection of Targets. Advertiser is not required to use these features and, as applicable, may opt-in to or opt-out of usage of these features, but if Advertiser uses these features then Advertiser will be solely responsible for those targets selected. Massivecrazyclicks or Partners may reject or remove a specific Ad or Target at any time for any or no reason. Massivecrazyclicks and its affiliates may modify or cancel Programs at any time. Advertiser acknowledges that Massivecrazyclicks or its affiliates may participate in Program auctions in support of its own services and products
- Policies.** Advertiser is solely responsible for its use of the Programs (e.g., access to and use of Program accounts and safeguarding usernames and passwords)
- Ad Serving.** (a) Advertiser will not provide Ads containing malware, spyware or any other malicious code or knowingly breach or circumvent any Program security measure. (b) Advertiser may utilize an Ad server solely for serving or tracking Ads. Advertiser is responsible for inputting Ad server tags so that they are materially where functional. Where Massivecrazyclicks has Provided Ad set up services as a support function it shall be held harmless for any errors or omissions that may occur during set up.
- Ad Cancellation.** Unless a Policy or the Program user interface (the "**UI**") provides otherwise, either party may cancel or suspend any Ad or campaign at any time before the Ad auction. Cancelled Ads will generally cease serving within 4 business hours or as described in a Policy or UI, and Advertiser remains obligated to pay all charges resulting from served Ads. Advertiser must effect cancellation of Ads (i) online through Advertiser's account if the functionality is available, if this functionality is not available, with prior notice to Massivecrazyclicks via email to Advertiser's account representative or (iii) if Advertiser does not have an account representative, with prior notice to Massivecrazyclicks via email to [admin@Massivecrazyclicks.com](mailto:admin@Massivecrazyclicks.com)
- Warranty and Rights.** Advertiser warrants that (a) it holds, and hereby grants Massivecrazyclicks, its affiliates and Partners, the rights in Creative, Destinations and Targets for Massivecrazyclicks, its affiliates and Partners to operate the Ad Programs and (b) all information provided by Advertiser is complete, correct and current. Advertiser authorizes Massivecrazyclicks and its affiliates to (i) automate retrieval and analysis of Destinations for the purposes of the Programs, unless Advertiser opts-out in a manner specified by Massivecrazyclicks and (ii) use automated means to retrieve data (including, without limitation, revenue and impression figures) from Advertiser's systems. Advertiser (x) will not alter, obscure, or otherwise manipulate any such revenue or impression data and (y) will provide all such revenue and impression data in the form and format requested by Massivecrazyclicks. Advertiser will

provide Massivecrazyclicks with at least 4 weeks prior notice of, and Massivecrazyclicks must approve in advance, any changes to Advertiser's revenue and impression reporting format. Advertiser warrants that it is authorized to act on behalf of, and has bound to these Terms, third parties, if any, for which Advertiser advertises in connection with these Terms ("**Advertiser**"). Advertiser will be liable for Advertiser's obligations under and breach of these Terms. Massivecrazyclicks may, upon request of an Advertiser, share Advertiser-specific information with Advertiser. If Advertiser is using a Program on its own behalf to advertise and not on behalf of an Advertiser, for that use Advertiser will be deemed to be both Advertiser and Advertiser.

6. **Payment.** Advertiser will pay all charges incurred in connection with the Ad Program, in immediately available funds or as otherwise approved by Massivecrazyclicks, . Should Massivecrazyclicks grant credit to advertisers Late payments bear interest at the rate of 10.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Advertiser will pay (i) all taxes and other government charges and (ii) reasonable expenses and attorneys' fees Massivecrazyclicks incurs in collecting late payments that are not disputed in good faith. Charges are solely based on Massivecrazyclicks measurements for the Programs and the applicable billing metrics (e.g., clicks or impressions), including without limitation, where applicable, measurements resulting from Massivecrazyclicks automated retrieval of data (including, without limitation, revenue and impression figures) from Advertiser's systems account. Any portion of a charge not disputed in good faith must be paid in full. Advertiser may not offset any payment due under these Terms against any other payment to be made under these Terms. Massivecrazyclicks may offset any charges invoiced in the immediately subsequent invoice, to account for adjustments in revenue and impression figures retrieved from Advertiser's system account. Massivecrazyclicks may, in its sole discretion, extend, revise or revoke credit at any time. Massivecrazyclicks is not obligated to deliver any Ads in excess of any credit limit. If Massivecrazyclicks does not deliver Ads to the selected Targets, then Advertiser's sole remedy is to make a claim for advertising credits within 60 days after the invoice date ("**Claim Period**"), after which Massivecrazyclicks will issue the credits following claim validation. Advertiser understands that third parties may generate impressions or clicks on Advertiser's Ads for prohibited or improper purposes and that its sole remedy is to make a claim for advertising credits within the Claim Period, after which Massivecrazyclicks will issue the credits following claim validation. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) ADVERTISER WAIVES ALL CLAIMS RELATING TO ANY PROGRAM CHARGES UNLESS A CLAIM IS MADE WITHIN THE CLAIM PERIOD AND (B) THE ISSUANCE OF ADVERTISING CREDITS (IF ANY) IS AT MASSIVECRAZYCLICKS'S REASONABLE DISCRETION.
7. **Privacy.** (a) Advertiser must maintain and will require that all third parties that collect data through Ads maintain a publicly available online privacy policy that provides notice of data collection practices related to its Ad campaigns booked through the Program, including without limitation use of a cookie, web beacon or other tracking mechanisms. (b) Where requested in the Program UI, Advertiser will identify those third parties that act as Ad servers, research vendors or otherwise collect data through the relevant Ad campaign, ensuring that this list is at all times complete, correct and current. (c) Advertiser will not alter, and will prohibit third parties from altering, any Ad tags to pass information to Massivecrazyclicks that Massivecrazyclicks could use or recognize as personally identifiable information. (d) Massivecrazyclicks will take reasonable steps to ensure that an end user is provided with clear and comprehensive information about, and gives consent to, the storing and accessing of cookies and other information on the end user's device where such activity occurs in connection with the Programs and where providing such information and obtaining such consent is required by law. (e) The parties agree to the additional terms and conditions available at the following url <https://privacy.Massivecrazyclicks.com> (which may be updated from time to time).
8. **Disclaimers.** EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAMS AND MASSIVECRAZYCLICKS AND PARTNER PROPERTIES ARE PROVIDED "AS IS" AND AT ADVERTISER'S OPTION AND RISK AND NONE OF MASSIVECRAZYCLICKS, ITS AFFILIATES OR MASSIVECRAZYCLICKS'S PARTNERS MAKE ANY GUARANTEE IN CONNECTION WITH THE PROGRAMS OR PROGRAM RESULTS.

**Limitation of Liability.** EXCEPT FOR SECTION 10 AND ADVERTISER'S BREACHES OF SECTIONS 3(A), 12(D) OR THE LAST SENTENCE OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (a) NO PARTY OR ITS AFFILIATES MAY BE HELD LIABLE UNDER THESE TERMS OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THESE TERMS FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY; AND (b) OTHER THAN ADVERTISER'S PAYMENT OBLIGATIONS UNDER THESE TERMS, NO PARTY OR ITS AFFILIATES MAY BE HELD LIABLE FOR DAMAGES UNDER THESE TERMS ARISING FROM ANY GIVEN EVENT OR SERIES OF CONNECTED EVENTS IN THE AGGREGATE OF MORE THAN THE AMOUNT PAYABLE TO MASSIVECRAZYCLICKS BY ADVERTISER UNDER THE TERMS IN THE THIRTY DAYS BEFORE THE DATE OF THE ACTIVITY FIRST

GIVING RISE TO THE CLAIM.

10. **Indemnification.** Advertiser will defend, indemnify and hold harmless Massivecrazyclicks, its Partners, agents, affiliates and licensors from any third party claim or liability arising out of or related to Targets, Creative, Destinations, Services and Use and breach of these Terms by (i) Advertiser, (ii) Advertisers, (iii) creators of content for Advertisers and (iv) Ad servers and research vendors (other than Massivecrazyclicks) used by Advertiser and Advertisers in connection with the Programs. Advertiser will also ensure compliance with the obligations set forth in Section 7(b). Partners are intended third party beneficiaries of this Section.
11. **Term.** Massivecrazyclicks may modify these Terms at any time without liability. The modified Terms will be at <https://Massivecrazyclicks.com/terms/conditions.html> Advertiser should look at these Terms regularly. The changes to the Terms will not apply retroactively and will become effective seven (7) days after posting. However, changes specific to new functionality or changes made for legal reasons will be effective immediately upon notice. Either party may terminate these Terms at any time with notice to the other party, but (i) campaigns not cancelled under Section 4 and new campaigns may be run and reserved and (ii) continued Ad Program Use is, in each case subject to Massivecrazyclicks then standard terms and conditions for the Program available at <https://Massivecrazyclicks.com/terms/conditions.html> Massivecrazyclicks may suspend Advertiser's ability to participate in the Programs at any time with notice to Advertiser. In all cases, the running of any Advertiser campaigns after termination is in Massivecrazyclicks sole discretion.

**Miscellaneous.** (a) GEORGIA LAW, WILL GOVERN ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF COBB COUNTY, GEORGIA, USA, AND THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

(b) Nothing in these Terms will limit a party's ability to seek equitable relief. (c) These Terms are the parties' entire Agreement relating to its subject and supersede any prior or contemporaneous agreements on that subject, including Without limitation, (d) No party may make any public statement regarding the relationship contemplated by these Terms. (e) All notices of termination or breach must be in writing and addressed to the other party's Legal Department. The email address for notices being sent to Massivecrazyclicks Legal Department [legalnotices@Massivecrazyclicks.com](mailto:legalnotices@Massivecrazyclicks.com) All other notices must be in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). These notice requirements do not apply to legal service of process, which is instead governed by applicable law. (f) Except for modifications to these Terms by Massivecrazyclicks under Section 11, all amendments must be agreed to by both parties and expressly state that they are amending these Terms. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms. If any provision of these Terms is found unenforceable, the balance of the Terms will remain in full force and effect. (g) Neither party may assign any part of these Terms without the written consent of the other party, except to an affiliate but only where (I) the assignee agrees in writing to be bound by these Terms, (II) the assigning party remains liable for obligations under these Terms if the assignee defaults on them, and (III) the assigning party has notified the other party of the assignment. Any other attempt to transfer or assign is void. (h) Except as expressly listed in Section 10, there are no third-party beneficiaries to these Terms. (i) These Terms do not create, partnership or joint venture among the parties. (j) Sections 1 (last sentence only), 6, 8, 9, 10, 11 and 12 will survive expiration or termination of these Terms. (k) Except for payment obligations, no party or its affiliates is liable for inadequate performance to the extent caused by a condition that was beyond its reasonable control.

## **MONEYBACK GUARANTEE**

### ***Refunds & Exchange***

Massivecrazyclick target audience by interests, location and other criterias. We guarantee to send Ads to targeted audience only on mobile and desktop. We give a 100% guarantee to deliver all clicks promised in yr subscription. We do everythin to ensure we meet all of our commitment to you and warranty delivery of your purchased clicks to the targeted audience.

In the event you are unhappy with result of your order you must notify us within 15 days. If your dissatisfaction is found to be valid we promise to rerun your campaign at no cost to you. If after a second run of your campaign you remain dissatisfied and we find those reasons to be valid we will refund 100% of your money no questions asked. We cannot cancel your order just because you change your mind once the order is started. We use 3<sup>rd</sup> party traffic source to ensure the authenticity of the data and audience provided to you. If any amount of traffic is not returned promised we warrant to issue immediate refund for the difference. We equally encourage that Google analytics be installed on your server so you may authenticated the reports generated by us. You are provided access to a proprietary dashboard to help you monitor the performance of your Ad, we guarantee the authenticity of the report and will match it with the Google analytics for cross reference.

Any refunds approved will be issued within 10 business days