

## Ad-ID User Agreement

This agreement describes the terms and conditions by which Advertising Digital Identification, LLC (“Ad-ID,” “we” or “us”) offers an Administrator and User access over the internet to the Advertising Digital Identification system and describes the rights and responsibilities of all Administrators and Users and of Ad-ID. By typing your initials and clicking “I Agree” on the Website (as defined below), or by accessing or using the service thereafter, you accept this agreement and agree to be bound by each of its terms.

1. From time to time Ad-ID may make changes to the service due to product enhancements. Administrators and Users will be notified of any changes through a posting on the Website a minimum of ten days prior to the changes being implemented.
2. System changes and/or new regulations may require periodic changes to this user agreement. Administrators and Users will be notified of any changes to this agreement through a posting on the Ad-ID website ([www.ad-id.org](http://www.ad-id.org)) (the “Website”). The changes will become effective five days after they are posted on the Website. Your continued use of the service after any modification indicates your agreement to the new terms.
3. Ad-ID may give notice to Administrators and/or Users by posting notices on the Ad-ID Website or by electronic mail to Administrator’s and/or User’s email address on record at Ad-ID. Ad-ID may send to you e-mails regarding service maintenance or modifications to the functionality or delivery of the services.
4. Ad-ID may terminate this agreement at any time in the event of a breach of this agreement by you. Either party can terminate this User Agreement for convenience at any time upon twenty days prior written notice to the other party.
5. In the event of termination of this agreement by either party, Ad-ID shall provide Administrator and/or User an export of the data provided to Ad-ID in connection with the service as reasonably requested by the Administrator and/or User. Note: This does not remove the data from the Ad-ID system.
6. You understand that from time to time the service may be inaccessible or inoperable for any reason such as periodic maintenance procedures and/or causes beyond the control of Ad-ID. In cases where Ad-ID is performing scheduled system maintenance, updates, and similar functions, a notice will be posted on the Ad-ID Website to inform Administrators and Users of any interruption in their use of the system five days prior to the interruption.
7. You agree to be solely responsible for the use of your account and your user ID and password (together, the “Log In”). In addition, you are responsible for all activity (including your activity and that of third parties) occurring under your Log In

Information, and any and all damages and losses Ad-ID suffers as a result of or arising out of any such activity. Ad-ID has no obligation or responsibility with regard to your use, distribution, disclosure or management of your Log In Information.

8. You agree to provide true, accurate, current and complete information about yourself and, if applicable, any party on whose behalf you may be acting, in the online registration form and agree to maintain the registration data to keep it accurate and current. You represent and warrant that you have all necessary right, power and authority to enter into this agreement.
9. By accepting this agreement, you confirm that you have reviewed the Ad-ID Privacy Policy located at <https://www.ad-id.org/help/privacy.cfm>, which is part of this User Agreement and describes how Ad-ID handles personally identifying information collected from Administrators and Users.
10. Each party will use its reasonable best efforts to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind. “Confidential Information” includes information and materials that are identified in writing as CONFIDENTIAL and any other information or materials which the parties treat as confidential and are proprietary in nature. “Confidential Information” shall not include information that falls into the public domain other than as a result of a breach of this agreement, is disclosed to the receiving party by a third party which, to the receiving party’s knowledge, is not under an obligation of confidentiality to the disclosing party, was already known to the receiving party and/or is independently developed by the receiving party without reference to the Confidential Information. The receiving party shall only provide Confidential Information to a third party when legally compelled to do so after notice to the disclosing party and providing the disclosing party with sufficient time to seek a protective order.
11. Administrators and Users agree that they will not knowingly introduce a virus, worm, Trojan horse, time bomb, cancelbot or any other thing that may damage or interfere with the proper working of the Ad-ID Website. Administrators and Users also agree not to (and agree to cause third parties not to) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from our application, or to extract significant portions of the applications files for use in other applications. You also agree to not (and agree to cause third parties not to) remove, obscure, or alter Ad-ID’s or any third party’s copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Ad-ID. Further, you will not take any action which imposes an unreasonable or disproportionately large load on the Website’s infrastructure, including but not limited to “spam” or other such unsolicited mass e-mailing techniques, and you

shall not probe, scan or test the vulnerability of the Website or any network connected to the Website, or breach the security or authentication measures on the Website or any network connected to the Website. You acknowledge that the advertising digital identification system, configurations, displays, screens, and all information appearing on or displayed in connection with or contained by Ad-ID on its Website, all know how in connection with the foregoing, Ad-ID's domain name, the Ad-ID logo, and the mark and trade name "the Advertising Digital Identification, LLC" (collectively, "Ad-ID Proprietary Properties") are exclusively the property of Ad-ID and are covered by various intellectual property right protections, including domestic and international copyright, trademark, and trade secrecy law. You agree that you will not infringe upon or otherwise take any adverse action with respect to any of the Ad-ID Proprietary Properties.

12. Fees for use of the Ad-ID Service include the initial prefix fee and annual charges in the amounts set forth on the Website applicable to the account level chosen by the Advertiser. Ad-ID expressly reserves the right to change the fees at any time, upon notice to you. Accounts can be terminated due to non-payment. The fees do not include payment for any equipment or services required to access and use the Service. Ad-ID is not responsible for any taxes, duties or levies of any governmental authority relating to the transactions of this Agreement, exclusive of taxes on Ad-ID's net income.
13. THE Ad-ID SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. NEITHER Ad-ID NOR ANY OF ITS AGENTS, AFFILIATES, CONTENT PROVIDERS, BOARD MEMBERS, CONTRACTORS OR EMPLOYEES SHALL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES. ADMINISTRATORS AND USERS RELEASE SUCH PERSONS FROM ANY LIABILITY FOR ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT ADMINISTRATOR AND/OR USER MAY SUFFER (OR ANY OTHER PERSON CLAIMING BY OR THROUGH ADMINISTRATOR AND/OR USER) FROM USE OF THE Ad-ID SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF A USER OR ADMINISTRATOR BECOMES ENTITLED TO ANY RECOVERY, EACH USER AND ADMINISTRATOR AGREES THAT ITS RECOVERY SHALL BE LIMITED TO THE AMOUNT OF ANY FEES OR PAYMENTS PAID TO Ad-ID BY REASON OF SUCH USER'S OR ADMINISTRATOR'S USE OF THE SERVICE PURSUANT TO THIS AGREEMENT.
14. Ad-ID employees may provide customer support on use of the system as reasonably requested by you, but are not responsible for providing advice on use of the Ad-ID codes, industry processes, media requirements, etc. You acknowledge that Ad-ID is not involved in the actual advertising transactions between

Administrators, Users and third parties. We do not verify to anyone that the information provided by Administrators or Users is accurate and assume no responsibility with respect to the accuracy of any such information. You acknowledge and agree that Ad-ID is merely a generator of an advertising standard identifier for advertising assets and repository for accompanying information and not responsible for any errors contained therein.

15. This agreement will be governed by the laws of the State of New York without regard to the choice of law provisions of the laws of such state.
16. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this User Agreement.
17. The term of this agreement shall begin on the date you click to accept this agreement and shall continue until terminated in accordance with the terms hereof.