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When using any Services provided via the AdShip website, You may elect to upload or otherwise submit materials to the site (collectively, “Materials”). AdShip does not supervise the uploading of any User-provided Materials to this site, although it reserves the right to do so. You agree, represent and warrant that in using the Services, You will not upload, submit or otherwise transmit to AdShip:

(1) Materials that are unlawful, threatening, abusive, defamatory, obscene or which invade another person’s privacy or further the commission or concealment of a crime;

(2) Materials that are not lawfully Yours to transmit;

(3) Materials that are the subject of, or which infringe upon, any patent, trademark, trade name, trade secret, copyright, right of publicity, moral right or other intellectual property right of another person or entity;

(4) Materials containing software viruses or other harmful computer code; or

(5) Materials that in any way interfere with or disrupt the Services or any servers or networks connected to or used with the Services (any of the foregoing, “Unauthorized Materials”).

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You also warrant and confirm that You own the copyright or have permission to copy any documents or Materials You submit online for printing or processing, and agree to defend, indemnify and hold AdShip, its parent and its parent's subsidiary companies and their respective officers, directors, agents and employees, harmless from any suit, demand, or claim arising out of any breach of this warranty and agree to pay any judgment or reasonable settlement offer resulting from any such suit, demand or claim, and to pay any attorney’s fees incurred by AdShip in defending against such suit, demand or claim.

## **Termination**

The Terms will continue to apply until terminated by either you or AdShip as set out below.

If you want to terminate your legal agreement with AdShip, you may do so by (a) notifying AdShip at any time and (b) closing your accounts for all of the services, which you use, where AdShip has made this option available to you. Your notice should be sent, in writing, to AdShip's address, which is set out at the beginning of these Terms.

AdShip may at any time, terminate its legal agreement with you if:

(A) You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) AdShip is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) The partner with whom AdShip offered the AdShip services to you has terminated its relationship with AdShip or ceased to offer the Services to you; or

(D) AdShip is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) The provision of the AdShip services to you by AdShip is, in AdShip's opinion, no longer commercially viable.

Nothing in this Section shall affect AdShip's rights regarding provision of Services under this Terms of Use Agreement.

When these Terms come to an end, all of the legal rights, obligations and liabilities that you and AdShip have benefitted from, have been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of the paragraph regarding A governing law@ (infra) shall continue to apply to such rights, obligations and liabilities indefinitely.

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## **Ownership**

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## **Representations and Warranties.**

You represent and warrant that (a) all of the information provided by You to AdShip to enroll in the Program is correct and current; (b) You are the owner or are legally authorized to act on behalf of the owner of such trademark, copyright or other intellectual property(ies) for the purposes of this Agreement and the Program; (c) You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder; and (d) You have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation the CAN-SPAM Act of 2003 and any relevant data protection or privacy laws) in Your performance of any acts hereunder. In addition, to the extent that Your Site is a media player (1) You represent and warrant that You have a valid license to use and distribute such media player (including all content therein, including without limitation any Ads or Ad Units) for the purposes of this Agreement and the Program; and (2) You shall ensure that any media player(s) that constitute the Site shall comply with the terms and conditions set forth herein. You further represent and warrant that each Property and any material displayed therein: (i) comply with all applicable laws, statutes, ordinances, and regulations; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) are not pornographic, hate-related or otherwise violent in content.

### **1.0 EXCLUSION OF WARRANTIES**

**1.1 NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT ADSHIP'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR**

EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS, WHICH ARE LAWFUL IN, YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

1.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED AS IS AND AS AVAILABLE.

1.3 IN PARTICULAR, ADSHIP, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

1.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE AND WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE AND/OR FOR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

1.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ADSHIP OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

1.6 ADSHIP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 2.0 LIMITATION OF LIABILITY

2.1 SUBJECT TO THE OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ADSHIP, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF

DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES; ANY CHANGES WHICH ADSHIP MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (III) YOUR FAILURE TO PROVIDE ADSHIP WITH ACCURATE ACCOUNT INFORMATION; (IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

2.2 THE LIMITATIONS ON ADSHIP'S LIABILITY TO YOU IN PARAGRAPH

2.1 ABOVE SHALL APPLY WHETHER OR NOT ADSHIP HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

**Limitations of Liability; Force Majeure.**

EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR PROPRIETARY INTERESTS RELATING TO THE PROGRAM, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (ii) ADSHIP'S AGGREGATE LIABILITY TO PUBLISHER UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE NET AMOUNT PAID BY ADVERTISER TO ADSHIP OR THE NET AMOUNT PAID BY ADSHIP TO SHIPPER DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such





WITH NON-ADSHIP CONTENT, ADSHIP SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE DISPLAY OF SUCH ADS, LINKS, AND SEARCH RESULTS.

### **No Guarantee**

AdShip makes no guarantee regarding the level of impressions of Ads or clicks on any Ad or the inclusion of inserted print ads, the timing of delivery of such impressions and/or clicks, or the amount of any payment to be made to You under this Agreement. In addition, for the avoidance of doubt, AdShip does not guarantee the Program will be operable at all times or during any down time (I) caused by outages to any public Internet backbones, networks or servers, (ii) caused by any failures of Your equipment, systems or local access services, (iii) for previously scheduled maintenance or (iv) relating to events beyond AdShip's (or its wholly owned subsidiaries') control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where AdShip (or its wholly owned subsidiaries') or Your servers are located or co-located.

### **Order Acceptance**

The completion and submission of a shipping label does not constitute the acceptance of a shipment. AdShip reserves the right, without prior notification, to refuse service to any customer. Verification of information may be required prior to the acceptance of any order. No obligation to provide services exists between You and AdShip until AdShip exercises the authorization to charge Your credit card, and the charge is validated and accepted by Your credit card company.

### **AdShip Rights**

You acknowledge that AdShip owns all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), in and to the Program (including AdShip's ad serving technology, and Brand Features, including implied licenses, and excluding items licensed by AdShip from third parties and excluding any third party media player that may comprise the Property), and that You will not acquire any right, title, or interest in or to the Program except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any AdShip services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto. You will not remove, obscure, or alter AdShip's copyright notice, Brand Features, or other proprietary rights notices affixed to or contained within any AdShip services, software, or documentation (including without limitation the display of AdShip's Brand Features



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You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by an authorized representative of AdShip, in writing.

Unless AdShip has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

#### **Content license from you**

You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give AdShip a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the AdShip services. This license is for the sole purpose of enabling AdShip to display, distribute and promote the AdShip service and may be revoked by You by terminating your use of the AdShip services and by providing written notice to AdShip.

You understand that AdShip, in performing the required technical steps to provide its services to its users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit AdShip to take these actions.

You confirm and warrant to AdShip that you have all the rights, power and authority necessary to grant the above license.

#### **Advertiser Policies**

The AdShip Service provides advertisers the opportunity to deliver advertisements in connection with shipping labels and/or invoices and/or an insert generated through the AdShip System; Advertisers may generate their advertisements within

the AdShip System or may upload their advertisement to the AdShip System. AdShip's Advertiser Policies, which can be found at [www.AdShip.com/advertiserpolicies.htm](http://www.AdShip.com/advertiserpolicies.htm) set forth those additional terms of service applicable to advertisers who use the AdShip Services.

### **Copyright and trade mark policies**

It is AdShip's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. AdShip will establish and operate a trade mark complaints procedure in respect of AdShip's advertising business, details of which will be available upon request.

### **Payment**

You shall receive a payment, credit or discount related to the number of valid Ads, the number of valid impressions of Ads displayed in connection with the delivery of our shipments and those emails associated with your shipments.

Payments to You shall be sent by AdShip within approximately thirty (30) days after the end of each calendar month that you are serving Ads with Your shipments, if Your earned balance is \$50 or more and if the Agreement is terminated, AdShip shall pay Your earned balance to You within approximately ninety (90) days after the end of the calendar month in which the Agreement is terminated by You (following AdShip's receipt of Your written request, including by email, to terminate the Agreement) or by AdShip. In no event, however, shall AdShip make payments for any earned balance less than \$10.

Notwithstanding the foregoing, AdShip shall not be liable for any payment based on: (a) any amounts which result from Ads not actually included either on an insert basis in the subject package for which a shipping label and advertisement has been created through the AdShip website, or for Ads for which an invalid or improper email address was entered into the AdShip system which is not the primary email address of the intended recipient of the subject package, or should the shipper misrepresent the audience, for Ad selection purposes, to whom the subject package is destined or as a result of any breach of this Agreement by You for any applicable pay period. AdShip reserves the right to withhold payment or charge back Your account due to any of the foregoing or any breach of this Agreement by You, pending AdShip's reasonable investigation of any of the foregoing or any breach of this Agreement by You, or in the event that an advertiser whose Ads are displayed in connection with Your shipping package(s) defaults on payment for such Ads to AdShip. In addition, if You are past due on any payment to AdShip, AdShip reserves the right to withhold payment until all outstanding payments have been made or to

offset amounts owed to You in connection with the AdShip service by amounts owed by You to AdShip. To ensure proper payment, You are solely responsible for providing and maintaining accurate address and other contact information as well as payment information associated with Your account. For U.S. taxpayers, this information includes without limitation a valid U.S. tax identification number and a fully completed IRS Form W-9. For non-U.S. taxpayers, this information includes without limitation either a signed certification that the taxpayer does not have U.S. Activities or a fully-completed IRS Form W-8 or other form, which may require a valid U.S. tax identification number, as required by the U.S. tax authorities. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment. You agree to pay all applicable taxes or charges imposed by any government entity in connection with Your participation in the AdShip Service. AdShip may change its pricing and/or payment structure at any time. If You dispute any payment made under the Program, You must notify AdShip in writing within thirty (30) days of any such payment. Failure to so notify AdShip shall result in the waiver by You of any claim relating to any such disputed payment. Payment shall be calculated solely based on records maintained by AdShip. No other measurements or statistics of any kind shall be accepted by AdShip or have any effect under this Agreement. The payments made under this Agreement are for use by You only and may not be transferred or in any manner passed on to any third party unless expressly authorized in writing by AdShip (including by electronic mail). From time to time AdShip may be holding funds, payments and other amounts due to You in connection with the AdShip service. You acknowledge and agree that AdShip may, without further notice to You, contribute to a charitable organization selected by AdShip all funds, payments and other amounts related to the AdShip service that are held by AdShip and that are due to you (if any), but which AdShip is unable to pay or deliver to You because Your account is Inactive. Inactive@ means that, based on AdShip's records: (a) for a period of two (2) years or more You have not logged into your account or accepted funds, payments or other amounts that AdShip has attempted to pay or deliver to You, and (b) AdShip has been unable to reach You, or has not received adequate payment instructions from You, after contacting You at the address shown in AdShip's records.

Because this site is viewable internationally, not all products and services mentioned will be available in Your country. If You have any questions about international service, email AdShip's Customer Relations at: [support@AdShip.com](mailto:support@AdShip.com).

### **Claims**

When the shipping company to whom you are submitting a claim for a lost, damaged, late, missing shipment requires that a claim be originated by AdShip, AdShip will use commercially reasonable efforts to assist you in the filing of said claim. However, you acknowledge and agree that any such claim must be submitted in the complete form and substance prescribed by the actual service

provider/shipping company. Please review the claims process and policies of the service provider that you selected when you generated your shipping label with the AdShip system.

Claims must be submitted to AdShip in the complete form and substance as required by the shipping service provider within 7 days of your shipment to provide us with ample time to submit the claim to the respective carrier on your behalf.

(1) FedEx Claims Procedure and Documentation:

<http://www.fedex.com/us/demo/claimsonline/start.html>

(2) UPS Claims Procedures and Documentation:

[http://www.ups.com/media/en/terms\\_service\\_12312007.pdf](http://www.ups.com/media/en/terms_service_12312007.pdf)

(3) USPS Claims Procedures and Documentation:

<http://www.usps.com/insuranceclaims/online/welcome.html>

ADSHIP DOES NOT SELL INSURANCE OF ANY KIND, AND DOES NOT INSURE THE CONTENTS OF ANY PACKAGE.

Packages sent by generating shipping labels through the AdShip Service are not insured by AdShip. Moreover, each shipping provider, e.g. FedEx, UPS, USPS and DHL, limits the amount you may claim, for lost, stolen, missing and or damaged products. Each company's service guides govern the procedure to file claims and the monetary limits and exclusions associated with your claims.

### **Software updates**

The AdShip website and online shipping platform, in addition to the AdShip software which you use, may, from time to time, automatically download and install updates from AdShip. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit AdShip to deliver these to you) as part of your use of the AdShip services.

### **Submissions to AdShip**

AdShip does not accept ideas, concepts, or techniques for new services or products through AdShip.com. If such information is received, it will not be considered confidential and AdShip will be deemed free to use, communicate and exploit such information in any manner it chooses, without any compensation to you.

The Terms, and your relationship with AdShip under the Terms, shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions. You and AdShip agree to submit to the exclusive jurisdiction of the courts of Miami-Dade County, Florida, or to the dispute resolution procedures of the American Arbitration Association (within Miami-Dade County, Florida) to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that AdShip shall still be allowed to apply for injunctive relief and remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

Any modifications to this Agreement must be made in a writing executed by both parties, by Your online acceptance of updated terms, or after Your continued participation in the Program after such terms have been updated by AdShip.

The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect.

You may not resell, assign, or transfer any of Your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to AdShip. Notwithstanding the foregoing, AdShip may assign this Agreement to any affiliate at any time without notice.

The relationship between AdShip and You is not one of a legal partnership relationship, but is one of independent contractors.

### **Advertiser Policies**

Please review all the policies described in these pages and make sure that your ads and your account comply with them.

The ultimate goal of the AdShip program is your success, and we believe that providing a great user experience is the first step towards your success.

Our advertising policies will help you meet this goal and ensure the effectiveness of your advertising.

As an overarching rule, all AdShip advertising should follow the same fundamental principles. Ads should:



- (1) Clearly and accurately represent your business and/or product offering.
- (2) Emphasize the unique benefits of your product or service.

Our policies will help you achieve these goals and ensure the effectiveness of your AdShip advertisement.

We reserve the right to disapprove any ad for any reason and to modify or amend our policies at any time. Format requirements are subject to change.

- (1) Text ads
- (2) Editorial & Format
- (3) Accurate Ad Text
- (4) Accurately representing your product or service

Your ads and keywords must directly relate to your specific product or service. When users see your ad, they should be able to understand what kind of product, service, or other content you are marketing. Products or services promoted in your ad must relate to actual products or services offered by you; ads can be disapproved if a promoted product is not offered or available for sale as promised.

As a basic rule, use clear, descriptive, and specific ad content that highlights the differentiating characteristics of your product/service. You can distinguish your ad by including your company name, line of business, or by highlighting one specific product. If you offer a local service or product, you might want to indicate your location in your ad.

Example: If your food services business operates only in New York, you might include 'New York' in your ad text, mention your company's particular specialty (such as 'all organic'), and link to a webpage which your business maintains.

### **Character Limits**

Stay within the ad character limits.

Your intended headline, text, and URL must fit within the limits below and not be cut off.

Please keep these ad text limits in mind when planning your ads: Ad titles are limited to 84 characters.

For an ad built using AdShip's ad creation tool:

The Headline is limited to 84 characters. The headline, ad content and display URL must together fit within the defined display area of the ad creation tool, which will fit within the top 2/3 of an 8 1/2 A by 11@ sheet of paper.

For an ad created offline and uploaded into the ad creation tool:

The files must be either JPEG or GIF formats. The dimensions must be: 728px x 90px, 468px x 60px, or 120px x 600px. The maximum file size is 40K.

Languages using double-byte characters (such as Chinese, Japanese, Korean, Hebrew, Arabic, Greek and Russian) are not currently supported and cannot be used.

Note that if you run out of characters, the display URL field cannot be used as another line of ad text. Similarly, the ad text must fit completely within the character limit and cannot lead into the display URL with phrases such as ASee this site:@

#### **Support competitive claims.**

Competitive claims are statements implying that your product/service is better than a competitor's. If your ad text contains competitive language regarding other companies, specific support for this claim must be displayed on the web page to which you are seeking to drive traffic.

You can offer support for your claim in a variety of ways such as a chart or table that compares the features and/or prices of your product versus your competitor's product or a competitive analysis discussing why your product is superior.

For example, ad text that states 'Better than AdShip' would be considered a competitive claim and would require support on the website. If the landing page includes a competitive analysis of the advertised service versus AdShip, this claim would be acceptable and the ad could be approved.

#### **Use correct grammar and spelling.**

Your ad text must be in logical sentence or phrase form. This includes using grammatically correct spacing between words and around punctuation.

Ads must contain correct spelling. The only exceptions are commonly misspelled words or spelling variations that the majority of users would recognize and understand.

**Don't imply inaccurate affiliation or partnership.**

Your ads may not imply an affiliation, partnership, or any special relationship with AdShip. Ads and sites cannot contain language that is likely to cause confusion as to the association between AdShip's services and your services.

Examples of inaccurate affiliation:

- (1) 'AdShip special offer!'
- (2) 'Recommended by AdShip'
- (3) 'Sponsored AdShip site'
- (4) Your ads also may not imply an affiliation with any unrelated third party or a third party's website, without their approval

**Don't use inappropriate language.**

Your ad (including your URL) cannot contain offensive or inappropriate language. This also applies to misspellings or other variations of inappropriate language.

**Support advertised prices, discounts, and free offers.**

If your ad includes a price, special discount, or 'free offer, it must be clearly and accurately displayed on your website within 1 to 2 clicks of your ad's landing page.

Prices in your ad text must be accurate. Prices can also apply to bulk purchases. For free offers, it is acceptable if the user can infer that the product is indeed free, even if the word 'free' does not appear along with that product or service.

Examples:

If you mention that you are selling swimsuits for 20% off in your ad text, your destination URL should link to a page that clearly displays swim suits at the discounted price.

Other examples that must be supported include 'Save \$20 on first purchase,' 'free soda with purchase,' and 'visors for \$5 each.'

**Don't use proper names as keywords.**

Businesses that promote people-finder services, detective agencies, or other similar services are not permitted to use proper names in ad text or as keywords. Use standard punctuation and symbols.

Don't use repeated, unnecessary, or gimmicky punctuation or symbols.

Your title may not contain an exclamation point.

Your entire ad may only contain one exclamation point in total.

The use of symbols, numbers, and letters must adhere to the true meaning of the symbol. Avoid using generic superlatives. If your ad contains the comparative or subjective phrases 'best' or '#1,' verification by a third party must be clearly displayed on your website. Third-party verification must come from someone or some group unrelated to your site; customer testimonials do not constitute third-party verification.

For example, if an ad claims to be the 'Best of the Web,' the site must display third party verification of the claim. A Forbes Magazine seal indicating this site received a 'best of the web' award would be acceptable, and the ad would then comply with this policy.

Target relevant and specific keywords.

Use specific keywords that accurately reflect your products, services, or the site you're promoting.

If you offer a location-specific product or service, you might consider using keywords that reflect your location.

Example: A Miami Beach apartment rental agency would not be allowed to run on only the overly general keyword 'rentals.' The agency should instead use keywords such as 'Miami Beach rental agency' or 'find Miami Beach apartments.'

#### **Adhere to our trademark policies.**

AdShip recognizes the importance of trademarks. As a courtesy to trademark owners, we will create trademark complaint procedures with respect to use of trademarked terms in AdShip campaigns.

Trademarks are territorial and apply only to certain goods or services of the trademark owner. Therefore, different parties can own the same mark in different countries or different industries. Accordingly, in processing complaints, AdShip will ask the trademark owner for information regarding where the mark is valid and for what goods or services.

Trademark Complaints As a provider of space for advertisements, AdShip is not in a position to arbitrate trademark disputes between advertisers and trademark

owners. Accordingly, AdShip encourages trademark owners to resolve their disputes directly with the advertiser, particularly because the advertiser may also be using your trademark on similar ads in other programs.

If an advertiser has been restricted from using a trademark and disagrees with the owner's assertion of exclusive rights or believes he has a right to use the mark, we encourage the advertiser to contact the trademark owner directly and request permission to use the trademark.

## **Content**

Don't promote unacceptable academic aids.

Advertising is not permitted for academic aids. This includes 'test-taking' services in which someone takes an exam for someone else and academic paper-writing services providing custom/pre-written theses, dissertations, etc.

Don't promote aids to falsely pass drug tests. Advertising is not permitted for the promotion of products designed to help someone pass a drug test. This includes products such as drug cleansing shakes and urine test additives.

Don't promote unacceptable alcohol products. Restrictions on the promotion of alcohol vary based on local regulations and type of alcoholic product:

- (1) Ads may not be permitted to directly promote hard alcohol and liqueurs.
- (2) Advertisements for beer may target countries where such ads comply with local regulations. However, beer ads may not target India, Pakistan, Sri Lanka, Thailand, and Malaysia.
- (3) Advertisements for champagne and wine are allowed where such advertisements comply with local regulations.
- (4) Beer, wine, liquor and champagne are products intended for the sale and consumption by adults. Ads promoting these products will be given a Non-Family Safe status.
- (5) Note that some jurisdictions may enforce any or all of these additional regulations:
  - (5.1) Require government permits for the advertisement of alcoholic beverages;
  - (5.2) Prohibit advertisements for beverages with a certain level of alcohol content, and/or;

(5.3) Certain disclaimers in advertisements for alcohol beverages. It is the advertiser's responsibility to comply with all local laws.

Don't promote anabolic steroids.

Advertising is not permitted for anabolic steroids, muscle-enhancing stacks and cycles, bodybuilding steroid supplements, and related content, irrespective of an advertiser's claims of legality.

Don't promote violence or advocate against a protected group.

Ad text advocating against any organization, person, or group of people is not permitted. Advertisements and associated websites may not promote violence or advocate against a protected group. A protected group is distinguished by their:

- (1) Race or ethnic origin
- (2) Color
- (3) National origin
- (4) Religion
- (5) Disability
- (6) Sex
- (7) Age
- (8) Veteran status
- (9) Sexual orientation/Gender identity

Don't promote bulk-marketing products.

Advertising of bulk marketing products is not permitted if the stated or implied use of the following products is unsolicited spam. The following are not permitted:

- (1) Email lists that are not opt-in
- (2) Bulk email software
- (3) Bulk messaging

Don't promote another person's or entity's copyrighted content without their permission.

Copyrights are important business assets in which the copyright holder maintains exclusive rights. You must not use AdShip to promote the copying or distribution of copyrighted content for which you don't have consent from the copyright holder and which is not otherwise permitted by law.

To learn more about how we handle copyright issues within the AdShip program, view the Digital Millennium Copyright Act.

Don't advertise counterfeit designer goods.

Advertising is not permitted for products that are replicas or imitations of designer goods. A replica good contains the trademarked name or logo of a designer brand but is not made by that brand.

Don't promote dialer-related products.

A dialer is a program that will cut your chosen Internet connection and establish a new connection to a premium rate number. In order to protect our users and maintain the quality of advertising we display, we don't allow ads and sites that require or solicit the use of a dialer program.

Don't falsely claim the treatment or prevention of disease.

When targeting Singapore, advertising is not permitted for the treatment or prevention of certain diseases or conditions, as prohibited by law in Singapore.

When targeting Malaysia, advertising is not permitted for the treatment or prevention of certain diseases or conditions, as prohibited by law in Malaysia.

When targeting Hong Kong, advertising is not permitted for the treatment or prevention of certain diseases or conditions, as prohibited by law in Hong Kong.

Doctors, Lawyers, and Accountants

Advertising is not permitted for the promotion of services provided by doctors, lawyers, or accountants when targeting ads to India.

Dowry

Don't promote dowry.

Advertising is not permitted for the promotion of dowry requests or sales when targeting ads to India.

Don't promote drugs and drug paraphernalia.

Advertising is not permitted for the promotion of illegal drugs and drug paraphernalia. This includes drug accessories, illegal drugs, and herbal drugs such as salvia and magic mushrooms.

Don't promote e-gold or related products.

Advertising is not permitted for e-gold and e-gold related content. This includes, but is not limited to, e-gold exchange, e-gold investment, and e-gold accounts.

Don't promote products obtained from endangered or threatened species. Advertising is not permitted for products obtained from endangered or threatened species. This includes, but is not limited to, the sale of products derived from elephants, sharks, tigers, whales, rhinoceroses, and dolphins.

Don't promote fake documents.

Advertising is not permitted for the promotion of false documents such as fake IDs, passports, social security cards, immigration papers, diplomas, and noble titles.

Don't promote fireworks or pyrotechnic devices.

Advertising is not permitted for the promotion of fireworks and pyrotechnic devices.

Don't promote online gambling or related sites.

Advertising is not permitted for the promotion of online casinos and gambling activities.

This includes, but is not limited to, the following:

- (1) Sports books/sports betting
- (2) Lotteries
- (3) Bingo
- (4) Poker
- (5) Sites that provide tips, odds, and handicapping
- (6) Software facilitating online casinos and gambling
- (7) Gambling tutoring online



(8) Gambling related eBooks

(9) 'Play for fun' gambling or casino games of skill including sites where the primary purpose is 'play for fun' gambling

(10) Affiliate sites with the primary purpose of driving traffic to online gambling sites

Don't promote hacking and cracking sites.

Advertising is not permitted for the promotion of hacking or cracking and tools that aid in copyright infringement. For example, we do not permit:

(1) Sites that provide instructions or equipment to illegally access or tamper with software, servers, or websites

(2) Sites or products that enable illegal access of cell phones and other communications or content delivery systems/devices

(3) Mod chips, such as devices that unlock copyright protection

(4) Products that descramble cable and satellite signals in order to get free cable services

(5) Copied or backed-up version of software, CDs, or DVDs not intended for personal use

(6) Products or services that circumvent digital rights management technologies or technical protection measures for copyrighted works

Don't promote disease treatments prohibited by law in India.

Advertising is not permitted for the cure, treatment, or diagnosis of certain diseases or disorders as prohibited by law in India.

Don't promote infant milk substitutes, feeding bottles, or infant food.

Advertising is not permitted for infant milk substitutes, feeding bottles, or infant food when targeting ads to India.

Don't promote mail-order brides.

Advertising is not permitted for the promotion of mail-order brides in the Philippines, Taiwan, or Vietnam.

Don't promote miracle cures.

Advertising is not permitted for the promotion of so-called miracle cures, such as 'Cure cancer overnight!'

Mobile content services ads are restricted.

We allow the advertisement of mobile content services only upon certain conditions noted below. Mobile content services include, but are not limited to, sites that promote downloading ringtones, wallpaper, or text messages for predictions, love life advice, news, personality quizzes, or other entertainment services. We allow the advertisement of mobile content services only when the promoted website clearly and accurately displays the pricing.

If your site promotes mobile content services and requires users to submit personal information, your site must prominently display the price and billing interval (such as per week or once per month) on the page where users first enter personal information (such as a name or phone number).

If users sign up to your service by transmitting a code by text message, the price and billing interval must be clearly and prominently displayed beside the code.

If your service is a subscription, you must provide a prominent opt-in checkbox or other clear mechanism indicating that the user knowingly accepts the price and subscription service. This should be on the first page on which users enter personal data, and the user should not be able to proceed without opting in.

All of the items above should be located in a prominent place on your webpage and should be easy to find, read, and understand.

Political advertising is allowed.

We permit political advertisements regardless of the political views they represent. Stating disagreement with or campaigning against a candidate for public office, a political party, or public administration is generally permissible. However, political ads must not include accusations or attacks relating to an individual's personal life, nor can they advocate against a protected group. If you're soliciting political donations, your ad's landing page must clearly state that the donations are non-tax-deductible.

We do not permit political advertisements to run in China.

When targeting Indonesia or the Philippines, advertising is not permitted for the promotion of political parties or candidates.

Advertising is not permitted for the promotion of prenatal gender determination or preconception sex selection when targeting ads to India.

The promotion of prescription drugs and related content is restricted.

Don't promote prostitution.

Advertising is not permitted for the promotion of prostitution.

Advertising is not permitted for the promotion of religious content when targeting ads to Indonesia.

Don't use phishing or other scamming tactics.

Advertising is not permitted for sites collecting sensitive personal information or money with fake forms, false claims, or unauthorized use of AdShip Trademarks. Examples of personal information include email addresses, user names, passwords, and/or payment information. In addition, advertising is not permitted for false claims such as "run your car on water" programs or content.

Sexual & adult content is restricted.

Advertising is not permitted for the promotion of child pornography, any sexually suggestive content involving children, or other non-consensual sexual material. We also do not permit ads promoting teen pornography or other pornography that describes models who might be underage.

Examples include, but are not limited to, advertisements for 'teen xxx', 'teen porn', and 'school girl' pornography. Please note that AdShip does not allow this content regardless of whether or not a site complies with government regulations.

While approvable adult-related ads can show in some countries, certain countries such as Germany, China, Korea, and India will not show any ads categorized as 'Adult Sexual Content' such as ads with any pornographic content.

Advertising is not permitted for the promotion of child pornography, any sexually suggestive content involving children, or other non-consensual sexual material. We also do not permit ads promoting teen pornography or other pornography that describes models who might be underage. Examples include, but are not limited to, advertisements for 'teen xxx', 'teen porn', and 'school girl' pornography.

Please note that AdShip does not allow this content regardless of whether or not a site complies with government regulations permit this kind of advertising.

The solicitation of funds is restricted.

If the solicitation of funds is promoted in ad text or occupies a significant portion of your site, the ad's landing page should clearly display tax-exempt status such as 501(c)(3) status in the United States, and should state whether the donations are tax-deductible in full or in part. Other countries need to have an equivalent status (must be a registered charity or not-for-profit organization).

However, for the solicitation of political donations, the ad's landing page must clearly state that the donations are not tax-deductible.

Don't promote tobacco products.

Advertising is not permitted for the promotion of tobacco or tobacco-related products, including cigarettes, cigars, tobacco pipes, and rolling papers.

Don't promote illegal traffic devices.

Advertising is not permitted for the promotion of radar jammers, license plate covers, traffic signal changers, and related products. In addition, advertising is not permitted for the promotion of radar detectors in Germany, France, Belgium, Luxemburg, Poland, or Switzerland.

The promotion of weapons is restricted.

Advertising is not permitted for the promotion of certain weapons, such as firearms, firearm components, ammunition, balisongs (switchblades), butterfly knives, and brass knuckles.

Don't use pop-up windows on your site.

We do not approve destination URLs that generate pop-ups when users enter or leave your landing page.

We consider a pop-up to be any window, regardless of content, that opens in addition to the original window.

This includes pop-up windows, timed or intermittent pop-ups, mock system warnings, and pages that automatically initiate a download.