

Terms & Conditions

This Agreement contains all of the terms and conditions between RtbPort.com and its wholly owned subsidiaries ("RtbPort"), and the individual or organization (the "Publisher") participating in the RtbPort.com Publishers Program (the "Program"). In this Agreement, "we" and "us" means RtbPort.com, and "you" means the Publisher participating in the Program. "RtbPort.com Web Site" or "Our Site" means the web sites operated by RtbPort.com, and "Your Site" means the web site(s) you submitted to be part of this Program.

1. Enrollment in the Program

To begin the enrollment process, you must submit a properly completed Program application via Our Site. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine, in our sole discretion, that Your Site is unsuitable for the Program. Your Site may be deemed by us to be unsuitable if, in our view, it:

- a. contains, promotes or links to sexually explicit or violent material;
- b. promotes, depicts or links to material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age;
- c. contains unlawful material, including but not limited to materials that may violate another's intellectual property rights, or links to a site that contains such material;
- d. contains information regarding, promotes or links to a site that provides information or promotes illegal activity; or
- e. for any other reason that is deemed by us to be unsuitable.

In this regard, you understand that we reserve the right to conclude that Your Site is unsuitable in accordance with our standards, and we may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded or if others sites have been accepted despite having the same or similar characteristics as Your Site. You also understand that if we accept your application, such acceptance shall not imply that Your Site does not meet one or more of the criteria that would have permitted us to reject your application. If we reject your application, you are welcome to reapply to the Program at any time.

By enrolling in the Program, You represent that You are at least 18 years of age and agree that RtbPort.com may serve third party and/or RtbPort.com provided advertisements (collectively, "Ads") using RtbPort.com bidding-based advertising serving technology. Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by RtbPort.com.

2. Promotion of Our Program Relationship

As a Publisher, we will make available to you the code necessary to display the RtbPort.com Ads, which, subject to the terms and conditions hereof, you may display as often and in as many areas on Your Site as you desire. The Code will serve to identify Your Site as a member of our Program.

a. RtbPort.com Code

Subject to the terms of clause (b) below, the RtbPort.com Code will consist of a JavaScript code provided by us (and subject to change from time to time in our sole discretion) which will enable Your Site to display the RtbPort.com Ads.

b. Agreements Regarding The RtbPort.com Code

In utilizing the Code referenced in clause (a) above, you agree that you will cooperate fully with us in order to establish and maintain such Code on Your Site. You also agree that you will substitute such Code with any new Code provided by us from time to time throughout the term of this Agreement. The Code may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. In addition, for the term of this Agreement, You agree to comply with the technical specifications provided by RtbPort.com to enable proper display of the Code in connection with Your Site, including without limitation by not modifying the JavaScript or other programming provided to You by RtbPort.com in any way.

3. Responsibilities and Opportunities of Publishers

- a. If you qualify and agree to participate as an Publisher, you shall display the Code set forth above prominently throughout Your Site as you see fit and with our prior consent.
- b. As an Publisher, you may become entitled to earn payments as set forth in Article 4.
- c. Compliance with this Agreement: We have the right in our sole discretion to monitor Your Site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

4. Payments

- a. Subject to clause (b) below, You shall receive a payment based on the number of valid impressions on the RtbPort.com Ads displayed in connection with Your Site, as determined by RtbPort.com for its participants in the Program. All commissions due and payable hereunder shall be payable in United States Dollars and shall survive termination of this Agreement. Unless otherwise agreed to by the parties in writing, payments to you shall be sent by RtbPort.com within 7 days after the request, but in no event shall RtbPort.com make payments for any earned balance amounting to less than 10 dollars (\$10), in case You have chosen to be paid by PayPal. Notwithstanding the foregoing, RtbPort.com shall not be liable for any payment based on:
 - Any fraudulent impressions generated by any person, bot, automated program or similar device or for fraudulent clicks similarly generated on any ads, as reasonably determined by RtbPort.com;
 - Ads delivered to end users whose browsers are unable to see and/or hear the Ads properly displayed;
 - Ads benefiting charitable organizations and other placeholder or transparent Ads that RtbPort.com may deliver in the event that a site is improperly configured to comply with RtbPort.com technical requirements;
 - RtbPort.com advertisements for its own products and/or services;
 - Impressions co-mingled with a significant number of fraudulent impressions or fraudulent clicks described above, or as a result of other breach of this Agreement by You for any applicable pay period;
 - All clicks on a site where users are asked, directly or indirectly, to click on Ads, encouraged, directly or indirectly, to click on Ads, or compensated, directly or indirectly, for clicking on Ads; or
 - Any other activity that RtbPort.com determines, in its sole discretion, to be fraudulent. In order to determine fraudulent use, RtbPort.com will consider the content of your site, your marketing tactics, or any other information that RtbPort.com deems appropriate, based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded.RtbPort.com reserves the right to withhold payment or charge back your account due to any of the foregoing, any breach of this Agreement by You, pending RtbPort.com 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 on Your Site defaults on payment for such ads to RtbPort.com. In addition, if You are past due on any payment to RtbPort.com in connection with the RtbPort.com Program, RtbPort.com reserves the right to withhold payment until all outstanding payments have been made. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your account. RtbPort.com may deduct any bank fees related to returned or cancelled checks due to a contact or payment information error or omission from the newly issued payment to You. You agree to pay all applicable taxes or charges imposed by any government entity in connection with your participation in the Program. RtbPort.com reserves the right, in its sole and exclusive discretion, at any time to alter or modify the Program including the method and terms of all payment benefits to Participants. Upon notice of any change in benefits under the RtbPort.com Program, You shall have the right to withdraw or terminate Your participation in the Program. If you dispute any payment made under the Program, you must notify RtbPort.com in writing within 45 days of any such payment; failure to so notify RtbPort.com shall result in the waiver by you of any claim relating to any such disputed payment. Payment shall be calculated solely based on records and RtbPort.com Data maintained by RtbPort.com. No other measurements or statistics of any kind shall be accepted by RtbPort.com 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 (i.e., distributed to Sites managed by you that require separate payments) unless expressly authorized in writing by RtbPort.com (including electronic mail). The Program is intended for commercial use only, and registrations you apply through the Program for your own use will not qualify for payments. You agree that violation of this requirement may result in immediate termination of this Agreement by us.

5. Your Responsibilities You are solely responsible for ensuring that the content of Your Site and your products and services that you offer from Your Site comply with all applicable copyright and other laws. You must have express permission to use another party's copyrighted or other proprietary material. We will not be responsible if you use another party's copyrighted or other proprietary material on Your Site in violation of the law or any agreement, and your indemnity, below, will protect us if you do so.

6. Publicity You agree that RtbPort.com may use Your name and logo in presentations, marketing materials, customer lists, financial reports and Web site listings of customers. You shall not create, publish, distribute, or permit any written material that makes reference to RtbPort.com without first submitting such material to us and receiving our prior written consent, which we agree shall not be unreasonably withheld.

7. Term of this Agreement and Termination You may cancel the participation of any Site in the Program and/or terminate this Agreement with or without cause at any time by removing the JavaScript or similar programming from Your Sites. RtbPort.com may at any time, in its sole discretion, terminate the Program, terminate this Agreement, or suspend or terminate the participation of any Site in the Program for any reason. In addition, RtbPort.com reserves the right to terminate without notice any account that has not generated any clicks on Ads (as measured by RtbPort.com) for a period of two (2) months or more.

8. Modification We may modify any of the terms and conditions contained in this Agreement at any time and in our sole discretion. A change notice will be posted on Our Site. Modifications may include, but are not limited to, changes in the scope of available payments, payments schedules, payment procedures and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement as provided in Article 7; should you so terminate, the changes we have announced shall nevertheless become effective unless we agree, in writing, to the

contrary. Your continued participation in the Program following our posting of a change notice or new Agreement on Our Site will constitute binding acceptance of the change.

9. Relationship of Parties You and RtbPort.com are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this Article.

10. Confidentiality You agree not to disclose RtbPort.com Confidential Information without RtbPort.com prior written consent. "RtbPort.com Confidential Information" includes without limitation: (a) all RtbPort.com software, technology, programming, technical specifications, materials, guidelines and documentation relating to the Program; (b) click-through rates or other statistics relating to Site performance in the Program provided to You by RtbPort.com; and (c) any other information designated in writing by RtbPort.com as "Confidential" or an equivalent designation. It does not include information that has become publicly known through no breach by You or RtbPort.com, or information that has been (i) independently developed without access to RtbPort.com Confidential Information, as evidenced in writing; (ii) rightfully received by You from a third party; or (iii) required to be disclosed by law or by a governmental authority.

11. Limitation of Liability We will not be liable for indirect, special, incidental, exemplary, punitive or consequential damages, or for any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total payments paid or payable to you under this Agreement.

12. Indemnification You hereby agree to indemnify and hold harmless RtbPort.com, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses (including reasonable attorneys fees), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, (iii) the development, operation, maintenance and content of Your Site and products and services offered from Your Site, or (iv) any claim related to Your Site, including, without limitation, content therein not attributable to us.

13. Notification All necessary notices and requests required or permitted to be given under this agreement will be in writing under the form of fax, email or in writing via registered mail or certified mail return receipt requested. The date of receipt shall be deemed the date on which such notice or request has been given. Until such time as written notice of a change of address is given by either party, any such notice or request shall be deemed sufficiently addressed when directed to the addresses of the parties.

14. Construction If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.

15. No Guarantee RtbPort.com makes no guarantee regarding the level of impressions of or clicks on any Ad, the timing of delivery of such impressions and/or clicks, or the amount of any payment to be made to You under this Agreement.

16. No Warranty RtbPort MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

17. Governing Law This Agreement shall be construed in accordance with the laws of United States, exclusive of its choice-of-law principles. Exclusive jurisdiction of all disputes arising out of or in connection with this agreement shall reside in the federal or state courts located in USA. The parties agree that they will attempt to settle any claim or controversy arising hereunder through consultation and negotiation in the spirit of mutual friendship and cooperation. Any dispute which the parties cannot resolve between themselves in good faith within six (6) months of the date of the initial demand by either party for such resolution will be submitted for final determination by one (1) mutually agreed arbitrator within Israel under the rules of the Israeli Arbitration Association's Commercial Arbitration Rules and Procedures, as amended by this agreement. The arbitration shall be conducted in strict confidence, and the arbitrator's power to award damages shall be limited by the terms of this agreement.

18. Entire Agreement This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous written or oral agreements or representations between the parties. YOU ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS, YOU UNDERSTANDS THAT RtbPort.com MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) ENGAGE IN SIMILAR ARRANGEMENTS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. YOU ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.