



# I Huntz Media

This **I Huntz Media** Advertiser Agreement ("Advertiser Agreement"), sets out the terms and conditions which shall govern the relationship between **I Huntz Media** which is a Private Limited Company registered in India under Company's Act, and the Advertiser ("Advertiser"), whereby Advertiser may obtain access to the **I Huntz Media** and related technology and software ("I Huntz Media Ad Server"), to market customized advertisements and links provided by Advertiser and/or **I Huntz Media** ("Ads," as further defined below).

## 1) Network/Services and Insertion Order: -

The **I Huntz Media** agrees to provide the Services recognized and laid out in the Agreement for which the Advertiser, agrees to accept and pay for such **I Huntz Media** Services in the manner prescribed in the Agreement and the applicable IO(s). In connection with the Services, **I Huntz Media** shall undertake marketing campaigns with Advertiser (each an "Ad Campaign") whereby **I Huntz Media** will distribute Advertiser's proprietary advertising materials including, without limitation, banners, buttons, text-links, clicks, co-registrations, pop-ups, pop-under, e-mail, graphic files and similar online media (collectively, "Advertiser Ads") and/or, where applicable, **I Huntz Media** Ads (as defined below) through the **I Huntz Media**.

All the details related to campaign shall be confirmed by via mail or IO. After the confirmation once campaign run by **I Huntz Media**, Advertiser shall pay **I Huntz Media** commissions depending upon the number of CPA basis, leads and any other compensable activity as per the IO.

## 2) Independent Contractor: -

The parties would remain in the relationship of independent contractors and there is no relation of partnership, employee, franchise or joint venture between the parties. However, **I Huntz Media** acts as a limited agent of Advertiser for the sole purpose of performing the Services set forth in applicable IO(s).

## 3) AD Placement and Positioning: -

a) The Advertiser must create an account on the **I Huntz Media** Website and create his unique user id and password. Security and confidentiality of the credentials and material related to such account is the sole responsibility of the Advertiser and in no case **I Huntz Media** is responsible for any action under Advertiser's account. Any unauthorized use of Advertiser's Account must be immediately notified to **I Huntz Media**. Advertiser acknowledges and agrees that **I Huntz Media** disclaims all liability and responsibility for such matters.

b) All aspects of the Advertiser ad are the sole responsibility of the Advertiser. Advertiser shall provide all the material, specification, aspects and other material related to Advertiser's ad to **I Huntz Media**. **I Huntz Media** will not create any aspect of Advertiser's Ad until and unless agreed and confirmed by Advertiser. However, **I Huntz Media** shall only assist in the development of Ads. All Advertiser Ads shall be submitted



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to **I Huntz Media** for approval prior to the commencement of the subject Ad Campaign set forth in the applicable IO.

- c) Once a Campaign is live any changes to the Campaign Creative shall be chargeable. Regular updates to the Campaign Creative once the Campaign is live shall be agreed in advance and any Advertising Materials required for these updates shall be supplied by the Agency at least 3 working days in advance of the required update.
- d) **I Huntz Media** reserves the right, with subsequent notice to the Advertiser, to change any of its Ad Guidelines at any time.
- e) For Each new ad a separate IO will be issued and all the related work shall be done in accordance with such IO.

#### 4) Terms of Payments: -

Payment shall be made by the Advertiser within 30 days from the Invoice date, unless **I Huntz Media** expressly agrees otherwise in the Insertion Order. Payment not made within five (5) business days of the due date shall interest at the rate of 1.5% per month will be applicable. All costs of collection, including reasonable legal fees and expenses, incurred by **I Huntz Media** shall be borne by the Advertiser.

If there arises any issue regarding the specifications of the Actions, the same has to be informed to the **I Huntz Media** within 6 days along with reports of such issue and the same would be settled within a reasonable period of time and no extra fees would be chargeable for resolving any such issue until and unless, the same has been specifically charged by the Publisher. If not intimated by the advertiser within the specified time frame i.e., once the campaign pose within six working days or by the first week of the next month, then Advertiser is bound to pay full fee to **I Huntz Media** without any deduction as per IO.

#### 5) Limitation of Liability: -

In no circumstance will either parties be liable to the other for any consequential, indirect, special, punitive or incidental damages or lost profits (including without limitation claims for loss of goodwill, use of or reliance on the services provided hereunder stoppage or other work or impairment of other assets) arising out of breach or failure or express or implied warranty, breach of contract misrepresentation, negligence, strict liabilities in tort or otherwise. Without limiting the foregoing, parties will not be liable for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind work slowdown, action or inaction or third party, equipment or software and/or any third party or any other condition affecting, production or delivery in any manner beyond the control of such party.



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## **6) Confidentiality: -**

The parties acknowledges that during their business relationship each party will have access to and become acquainted certain information relating to the business; and marketing plans, strategies and methods which may not be standard industries practice or which are not generally known in the industry; or studies, charts, plans, tales or compilations and business and industrial information acquired or prepared by or on behalf of the other party (all collectively referred to as the “Confidential Information”). The parties thereby agree not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with **I Huntz Media**.

## **7) Cancellation and Termination: -**

The initial terms would be as provided in the IO and, unless terminated by either party by giving five (5) business days' prior written notice.

The termination would be effective upon payment of the rent amount due to be paid to **I Huntz Media** by the Advertiser. Any and all Confidential Information or proprietary information of either party that is in the other party's possession.

## **8) Governing Law, Taxability and Jurisdiction for legal proceedings and Arbitration Clause: -**

- a) This agreement shall be governed by and enforced in accordance with the laws of the India including all taxing liabilities as per Indian Laws. All the taxes would be paid by the Advertisers. The District courts of Ghaziabad, Uttar Pradesh, India or Singapore courts shall have exclusively jurisdictions over any dispute arising out in connection with this Agreements and the performance therefore.
- b) All or any disputes arising out of or in connection with this Agreement, including the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or respective rights and obligations of the Parties shall be settled amicably by mutual discussions, failing which the same shall be settled by Arbitration, in accordance with The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force.
- c) The venue for the arbitration shall be the Ghaziabad or Singapore and the language of the arbitration proceedings shall be English. The arbitration proceedings shall be conducted by a Sole Arbitrator, as mutually appointed by both Parties, whose award shall be reasoned and in writing and shall be final and binding on the Parties. Costs shall be borne equally by the Parties in regard to the arbitration proceedings.

## **9) Enforceability: -**



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- a) No term or condition of this Agreement will be deemed waived and no breach excused, unless mutually agreed by all the parties of this agreement. In the event that any term covenant or condition of this Agreement is declared indefinite, invalid, illegal, or unenforceable by a court having jurisdictions then this Agreement with respect to the remaining terms, covenants or conditions will continue in force.
- b) The Agreement, any exhibits attached hereto and any and all applicable IO(s) represent the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. The Agreement, any exhibits attached hereto and any and all applicable IO(s) may be amended only by a written agreement executed by an authorized representative of each party. To the extent that anything in or associated with any IO is in conflict or inconsistent with the Agreement, the IO shall take precedence.

## 10) Miscellaneous: -

- a) All Ad Campaigns transmitted via e-mail by **I Huntz Media** on behalf of Advertiser shall comply with the provisions of all applicable laws in India or Singapore Laws including, but not limited to, the Indian Penal Code 1960, Information Act 2000, and Constitution of India, IAB Regulations and any implementing regulations and any other commercial law.
- b) If a "Force Majeure" Event (meaning acts of God, fires, explosions, telecommunications, Internet or Network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, acts of terrorism, insurrections, riots, wars, strikes or other labor difficulties) occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that it shall upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this agreement.



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IN WITNESS WHEREOF, **I Huntz Media** and Advertiser have caused this Advertiser Agreement to be executed by their duly authorized representatives: -

Advertiser Authorized representative: -	<b>I Huntz Media</b> Authorized representative:-
Name:-	Name:-
Address: -	Address:-
Billing Address: -	Billing Address:-
E-Mail and Phone Number:-	E-Mail and Phone Number:-
Authorized Representative:-	<b>I Huntz Media</b> Authorized Representative:-
Title & Signature: -	Title & Signature:-