**Insertion Order #:**

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| **Advertiser Information:** | |
| **Client Name (“Advertiser”):** |  |
| **Billing Address:** |  |
| **Contact Name/Email:** |  |
| **Contact Telephone:** |  |
| **Contact Fax:** |  |
| **Accounting Email:** |  |
| **Accounting Telephone:** |  |
|  | |

|  |  |
| --- | --- |
| **Campaign Information:** | |
| **Campaign Summary:** | |
| **Campaign Name:** |  |
| **Preview Link:** |  |
| **Action (CPI, CPA, CPM, CPC):** |  |
| **Targted Geo/Cities:** |  |
| **Flight Date (Start/End):** | ASAP/TBD via email |
| **OS/Device Type(s):** |  |
| **Traffic Details & Guidelines:**  **CTIT:**  **CVR:**  **Other Restrictions:** | **25 sec**  **.05%**  **No Adult, no social, no sms, no bot** |
| **Payment Details:** | |
| **Payment Terms:** | Invoices to be sent monthly and payable on Net 30 basis |
| **Budget:** | $4,000 test budget with option to increase via email authorization |
| **Spend Limits (Daily, etc.):** | Open |
| **Additional Notes:** | |
| KPI’s: | |

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| **Terms & Conditions:** |
| |  | | --- | | The Standard Terms and Conditions (“Standard Terms”) are IAB standard terms for this Insertion Order (“IO,”): <https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf>  By signing below, each party agrees to be bound by the Agreement. To the extent that anything in or associated with this IO is in conflict or inconsistent with the agreed upon, this IO shall take precedence unless otherwise stated. Any capitalized terms not defined herein shall have the meaning set forth in the Standard Terms. | |

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| **Advertiser:** | | | **Mooko Media, LLC:** | |
| **Name:** |  | | **Name:** | Scott Park |
| **Title:** |  | | **Title:** | CEO |
| **Advertiser Signature:** |  | | **Mooko Media Signature:** |  |
| **Date (YYYY/MM/DD):** |  | | **Date (YYYY/MM/DD):** |  |
| *Authorized Signature* | | *Authorized Signature* | | |

**APPENDIX 1**

**STANDARD TERMS AND CONDITIONS**

1. **GENERAL**

These Standard Terms and Conditions (“Standard Terms”), entered into on this the agreed upon date (“Effective Date”), by and between Mooko Media, LLC (“Mooko”), and Client (“Advertiser”), sets forth the parties’ respective rights and obligations with respect to the advertising campaign(s) specified under the subheading “Campaign Details” in the applicable IO(s) (each, an “Advertising Campaign”). Advertiser acknowledges and agrees that the sole obligation of Mooko is to conduct the Advertising Campaign as of the Start Date in the applicable IO. In connection with the Advertising Campaigns, Mooko will distribute Advertiser’s proprietary advertising materials including, without limitation, banners, buttons, text-links, clicks, co-registrations, pop-ups, pop-unders, e-mails, graphic files and similar online media (collectively, “Advertiser Materials”) and/or, where applicable and permitted in the applicable IO, Mooko Material (as defined below). Advertiser shall pay Mooko fees depending on the number of valid clicks, impressions (“CPM”), sales/actions (“CPA”), software installations, leads (“Leads”) or such other compensable activities generated on behalf of Advertiser as set forth in the subject IO (collectively, “Actions”). The applicable Actions, the fees due to Mooko for each Action and other terms and conditions applicable to the Campaigns, including permitted marketing methods associated therewith, shall be specified in each IO. The number of payable Actions delivered by Mooko hereunder during each Advertising Campaign shall be measured by Mooko’s tracking postback and/or pixel service/system (“Postback”).

1. **PAYMENT TERMS; INVOICING**

Advertiser shall pay Mooko for all Actions generated, including all applicable taxes, as specified in each IO.  Advertiser is solely liable for payment to Mooko and will furnish payment on all invoices, notwithstanding any non-payment to Advertiser by any third party (e.g. Advertiser’s client(s) or customer(s)).

Mooko will invoice Advertiser for amounts generated by Mooko at the frequency specified in each applicable IO or, if no frequency is specified, on a monthly basis. All amounts owing to Mooko hereunder are due and payable within the time period expressly specified in the subject IO or, if no timeline is specified, within sixty (60) days of the date of the applicable invoice (“Invoice Due Date”). Any overdue payments will accrue interest at the rate of one-half percent (0.5%) per month (or the highest rate permitted by law, if less). Advertiser further acknowledges and agrees that notwithstanding anything to the contrary herein, in the event of any overdue payment: (a) Mooko may suspend the Advertising Campaign until such time as Mooko has received all payments owing hereunder; and/or (b) terminate the Agreement. In either event, Advertiser will remain liable for all amounts due and owing to Mooko hereunder. In addition, Advertiser will be responsible for, and Mooko is entitled to recover from Advertiser and Advertiser will immediately pay to Mooko, all costs associated with collecting any fees or other amounts due and owing to Mooko from Advertiser including, but not limited to, legal costs, lawyer’s fees, court costs and collection agency fees. Time is of the essence with respect to all payment terms contained in the Agreement.

In conformance with the criteria set forth above, Advertiser may, in good faith, dispute the validity of an invoice within seven (7) calendar days from the receipt of the applicable invoice. An invoice that is not disputed in accordance with this paragraph shall be deemed valid and final, and Advertiser shall be obligated to pay for it in accordance with the terms of the Agreement. The parties expressly agree that, notwithstanding the previous sentence, payable Actions tracked with Mooko’s Postback may not be disputed and shall in all instances be deemed valid and payment therefor shall be due in accordance with the terms of the Agreement**.** If Advertiser in good faith disputes all or any portion of an invoice, then Advertiser shall notify Mooko of such dispute in writing and shall include in such written notice the amount that Advertiser so disputes and its reason(s) for disputing same in detail. Advertiser shall pay that portion (if any) of any such invoice that it does not dispute and shall do so by the applicable Invoice Due Date. Upon receipt of a valid and timely dispute notice, Mooko and Advertiser will work together in good faith to resolve such dispute in a prompt and mutually acceptable manner; *provided, however,* that, as stated above, payable Actions tracked with Mooko’s Postback may not be disputed. Where the parties are unable to resolve the matter in a mutually acceptable way, Mooko’s determination shall be final and binding on the parties hereto. Advertiser will immediately pay the remaining amount on any disputed invoice after a final determination has been made.

1. **ADVERTISING MATERIALS; STANDARDS; REJECTION**
   1. Except as otherwise expressly provided in the IO, Advertiser will provide all Advertiser Materials to be used in connection with the Advertising Campaigns. Advertiser shall ensure that the Advertiser Materials comply withMooko's policies and specifications as in effect from time to time (the “Specifications”) including, without limitation, the manner of transmission of same to Mooko and the amount of time in advance that such Advertiser Materials must be provided to Mooko prior to publication of same. Advertiser hereby grants to Mooko and its marketing partners (“Publishers”) a non-exclusive, royalty-free, worldwide, fully paid license to store, use, reproduce, modify (for formatting purposes and for any other purpose required to provide services hereunder), distribute, publish and display the Advertiser Materials pursuant to the Agreement.
   2. Advertiser represents and warrants to Mooko that: (i) it holds and will maintain the necessary rights to permit the use by Mooko and its Publishers of all Advertiser Materials; and (ii) none of the Advertiser Materials will: (A) infringe upon, misappropriate or otherwise violate any intellectual property, confidentiality, privacy, publicity or other right of any third party; (B) violate any foreign, federal state or local law, statute, ordinance or regulation including, without limitation, the CAN-SPAM Act of 2003, as amended (“CAN-SPAM”), the EU General Data Protection Regulation (“GDPR”), Canada’s Anti-Spam Legislation (“CASL”), the Michigan Children's Protection Registry (https://www.protectmichild.com/senders/), the Utah Child Protection Registry (https://www.registrycompliance.com/apply.html), the Children’s Online Privacy Protection Act, the Federal Trade Commission’s report entitled, “Protecting Consumer Privacy in an Era of Rapid Change: Recommendations for Businesses and Policymakers,” as amended, the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time (the “TCPA”), the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time (the “TCPA”) (collectively, “Applicable Law”); (C) be discriminatory, hateful, threatening, abusive, harassing, defamatory, libelous, obscene, deceptive or fraudulent; (D) contain viruses, Trojan horses, worms, time bombs or other similar harmful or deleterious programming routines; (E) constitute false or deceptive advertising or sales practices; (F) contain any content or material that is misleading, inacMooko or that makes fraudulent or unfair competitive claims; (G) make insufficiently supported claims or claims that distort the true meaning or practical application of statements made by Advertiser; and/or (H) violate any applicable industry standard (e.g. Mobile Marketing Association’s Best Practices, CTIA’s Wireless Content Standards, etc.).
   3. Mooko reserves the right to reject or cancel any Advertiser Material and/or any Advertiser position commitment, at any time, for any reason whatsoever (including, but not limited to, the belief by Mooko that placement of Advertiser Material may subject Mooko to criminal or civil liability or be adverse to Mooko's business interests). The applicable IO may set forth the particular place(s) where Advertiser Material may appear and/or be distributed. Advertiser agrees that in a case where no points of placement or distributions are set forth in the applicable IO, the Advertiser Material may appear at any point of placement and/or distribution that Mooko may determine, in its sole discretion. The fact that Mooko has not rejected any Advertiser Material shall not in any way reduce, limit or otherwise affect Advertiser’s responsibility and obligations under the Agreement. In addition, Mooko shall not be required to publish any Advertiser Material that is not received in accordance with the requirements of this Section 3. Mooko reserves the right to charge Advertiser, at a rate specified in the IO, for inventory held by Mooko pending receipt of acceptable Advertiser Material from Advertiser which are past due.
   4. Advertiser agrees to cooperate in promptly editing, changing or discontinuing, any Advertiser Materials that Mooko in good faith believes violates this Section 3.
2. **E-MAIL MARKETING**

The following terms apply to all e-mail Advertising Campaigns transmitted by Mooko on behalf of Advertiser, if any. Advertiser shall cause a valid physical postal address for Advertiser to appear in all Advertiser Materials sent via e-mail, along with a functioning unsubscribe link (such unsubscribe link must remain active for at least thirty (30) days after e-mail delivery). Mooko may make available, at an Mooko-designated FTP site (“FTP Site”), a suppression list (and associated login information), updated on a regular basis, generated from e-mail Advertising Campaigns transmitted by Mooko for Advertiser under the applicable IO. Advertiser shall upload its own list of suppressed e-mail addresses to the FTP Site, if one is provided by Mooko, or send its suppressed e-mail addresses to Mooko via e-mail no less frequently than on a daily basis. If no such suppressed e-mail addresses are supplied by Advertiser, then Mooko may conclude that no such addresses exist. The suppression list and login provided by Mooko are deemed to be Confidential Information of Mooko, as defined hereinbelow. Suppression lists may not be used by Advertiser for any purpose other than to comply with applicable laws regulating e-mail transmissions. Advertiser agrees to process any unsubscribe requests within five (5) days of their being posted at the FTP site.

1. **REPRESENTATIONS AND WARRANTIES**

Advertiser represents and warrants that: (a) it has the power and authority to enter into and perform its obligations under the Agreement; (b) at all times, the Advertiser Materials, the products and/or services featured in the Advertiser Materials (collectively, “Advertiser Products”), any Advertiser website linked to from the Advertiser Materials and Advertiser’s marketing activities will: (i) comply with all Applicable Laws; and (ii) not violate any applicable rights of any third party including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary, property or other intellectual property right; (c) for CPA and Lead-generation Advertising Campaigns, the Advertiser Materials and/or the landing page associated with the Advertiser Materials where an action is completed (for example, Advertiser’s website page where an end-user is directed when such end-user clicks on the Advertiser Materials, fills in a registration form or takes a similar action in connection with the Advertiser Materials) will contain a prominent link to Advertiser’s privacy policy, which policy will provide, at a minimum, adequate notice, disclosure and choices for/to end-users regarding Advertiser’s use, collection and disclosure of their personal information; (d) Advertiser shall fulfill all commitments made in the Advertiser Materials; (e) no Advertiser Materials are targeted to end-users under the age of eighteen (18); (f) Advertiser is not, nor is Advertiser acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control (“OFAC”); and (g) Advertiser is not, nor is Advertiser acting on behalf of any person or entity that is, a Specially Designated National (“SDN”), as OFAC may so designate from time to time.

1. **TERM; TERMINATION**

The initial term of the Agreement shall be effective as of the Effective Date of these Standard Terms and shall continue for a period of twelve (12) months. Thereafter, the Agreement shall automatically renew for successive periods that are each equal to the time length of the initial term.

Either party may terminate the Agreement for any reason or for no reason by providing the other party with seventy-two (72) hours’ prior written notice. Either party may terminate the Agreement at any time if the other party is in material breach of its obligations under the Agreement and such breach is not cured within forty-eight (48) hours after written notice thereof from the non-breaching party. In the event of termination of the Agreement, Mooko shall cease distribution of the Advertising Campaign. Termination of the Agreement shall not relieve Advertiser of the obligation to pay any fees accrued or payable to Mooko prior to the effective date of termination.

1. **INDEMNIFICATION**

Advertiser shall defend Mooko, its parents, subsidiaries, and affiliates, and their respective shareholders, agents, employees, directors and officers (collectively, the “Mooko Indemnitees”), from and against any and all claims, demands, suits, actions or proceedings, and indemnify and hold harmless the Mooko Indemnities from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) suffered or incurred by any of them, due to, arising from, or in connection with: (a) any breach by Advertiser of the Agreement; (b) Advertiser’s negligence, fraud or misconduct; (c) any investigation or claim by a governmental authority; and/or (d) the Advertiser Products, Advertiser Materials or publication or distribution thereof.

1. **CONFIDENTIALITY**

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Mooko Confidential Information includes, without limitation, any non-public information of Mooko including, but not limited to, business information, financial information, customer and client lists, vendor lists, supplier lists, suppression lists and the existence and terms of the Agreement. Each Receiving Party acknowledges and agrees that (a) the Disclosing Party owns all right, title and interest in and to all of such Disclosing Party’s Confidential Information; and (b) the Receiving Party has no right to use or retain the Confidential Information for any purpose other than to carry out its obligations pursuant to the Agreement.

Each Receiving Party will: (i) safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the procedures that Receiving Party uses to protect its own confidential information, but in no event less than a reasonable degree of care; and (ii) ensure that any Confidential Information obtained from the Disclosing Party will be disclosed only to the Receiving Party's employees, contractors and agents (and, with respect to Mooko, its vendors and suppliers) on a "need-to-know" basis, and that such individuals and/or entities shall be bound by an obligation of confidentiality consistent with the obligations of the parties set forth in this Section 10.

These confidentiality obligations do not apply to any information that is: (A) already known to the Receiving Party at the time of disclosure other than through disclosure by the Disclosing Party; (B) in the public domain at the time of, or following, disclosure through no action or inaction of the Receiving Party; (C) disclosed to the Receiving Party by a third party that is known not to be prohibited by law or agreement from disclosing same; or (D) subsequently and independently developed by the Receiving Party without reference to the Confidential Information disclosed under the Agreement. If Confidential Information is required to be disclosed pursuant to a requirement of a governmental authority, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the other party with timely prior notice of such requirement and coordinates with the other party in an effort to limit the nature and scope of such required disclosure.

1. **DISCLAIMERS**

ADVERTISER’S USE AND RECEIPT OF THE SERVICES AND TECHNOLOGY PROVIDED BY MOOKO AND ITS PUBLISHERS, THE ACTIONS AND THE ADVERTISING CAMPAIGNS IS AT ADVERTISER’S SOLE RISK. THE SERVICES AND TECHNOLOGY PROVIDED BY MOOKO AND ITS PUBLISHERS, THE ACTIONS AND THE ADVERTISING CAMPAIGNS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO REPRESENTATIONS OR WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS OR OTHER INDUCEMENTS, EXPRESS OR IMPLIED (WHETHER ARISING UNDER COMMON LAW, STATUTE, COURSE OF DEALING OR TRADE, OR OTHERWISE) RELATING TO SAME INCLUDING, BUT NOT LIMITED TO: (A) ANY WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POSITIONING, NON-INFRINGEMENT, CURRENCY, ACCURACY, RELIABILITY, OR AVAILABILITY; AND (B) THAT THE SERVICES AND TECHNOLOGY PROVIDED BY MOOKO AND ITS PUBLISHERS, THE ACTIONS, THE ADVERTISING CAMPAIGNS OR THE RESULTS ASSOCIATED THEREWITH WILL MEET ANY OR ALL OF ADVERTISER’S OR ANY THIRD PARTY’S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ADVERTISER FROM MOOKO OR ANY OF ITS PUBLISHERS SHALL CREATE ANY REPRESENTATION, WARRANTY OR CONDITION.

1. **LIABILITY**
   1. MOOKO’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE LESSER OF THE REVENUES ASSOCIATED WITH THE SPECIFIC ADVERTISING CAMPAIGN IN QUESTION.
   2. IN NO EVENT WILL MOOKO AND ADVERTISER BE LIABLE FOR: (i) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY OR PUNITIVE DAMAGES; OR (ii) FOR ANY LOSSES (INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST SALES, LOST REVENUE, LOST PROFITS, LOST DATA, OR LOST CONTENT) WHATSOEVER ARISING FROM OR IN CONNECTION WITH THE AGREEMENT.
   3. WITHOUT LIMITING SECTIONS 12(a) AND 12(b), MOOKO WILL IN NO EVENT BE LIABLE HEREUNDER FOR ANY DELAY IN PERFORMANCE OR FAILURE TO PERFORM DUE TO ANY OCCURRENCE BEYOND ITS OR ITS SOURCES REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, DISASTERS, FIRES, FLOODS, EARTHQUAKES, EXPLOSIONS, RIOTS, WAR, TERRORISM, SABOTAGE, NUCLEAR INCIDENTS, ACT OF GOVERNMENT, INTERNET OR TELECOMMUNICATION SERVICE PROVIDER FAILURES OR DELAYS, COMMUNICATIONS LINE OR POWER FAILURES, OR FAILURE, INOPERABILITY OR DESTRUCTION OF ANY COMPUTER EQUIPMENT OR SOFTWARE.
   4. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY CONTAINED IN THIS SECTION 12 APPLY: (i) TO ALL CAUSES OF ACTION; (ii) WHETHER BASED IN CONTRACT, TORT OR OTHERWISE INCLUDING, WITHOUT LIMITATION, FOR FUNDAMENTAL BREACH, HOWEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY; (iii) EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS ITS ESSENTIAL PURPOSE; AND (iv) EVEN IF MOOKO IS ADVISED IN ADVANCE OF THE DAMAGES IN QUESTION OR EVEN IF SUCH DAMAGES WERE FORESEEABLE. If applicable law limits the application of the provisions of this Section 12, Mooko’s liability will be limited to the maximum extent permissible.
   5. THE PARTIES HAVE FREELY AND OPENLY NEGOTIATED THE AGREEMENT, INCLUDING THE PRICING, IN THE KNOWLEDGE THAT THE LIABILITY OF THE PARTIES IS TO BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT.
2. **GOVERNING LAW; VENUE**

The Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event that any suit, action or other legal proceeding shall be instituted against either party in connection with the Agreement, each hereby submits to the jurisdiction of either the United States District Court for Los Angeles County and further agrees to comply with all the requirements necessary to give such court jurisdiction. If any litigation, action or other proceeding is threatened and/or commenced between the parties or their personal representatives arising out of and/or concerning and/or related to any provision of this Agreement, or the assertion and/or protection of any issue, interest, right and/or duty of any person in relation thereto, whether or not litigation is actually initiated, the prevailing party shall be entitled to recover from the non-prevailing or defaulting party, in addition to other relief as may be granted, its reasonable attorneys’ fees in either prosecuting and/or defending such threat, actual litigation, mediation and/or settlement efforts, including, but not limited to, pre-litigation, litigation, trial, post judgment collection, appellate and bankruptcy-related legal fees and costs.

1. **LIMITATIONS ON ACTIONS**
   1. Advertiser acknowledges and agrees that any action (regardless of form) against Mooko arising out of the Agreement may be brought by Advertiser up to, but in no circumstances after, the one (1) year anniversary of the date on which the subject cause of action arose, regardless of any statute or law regarding limitation periods to the contrary.
2. **MISCELLANEOUS**
   1. Neither party shall, without the prior written consent of the other party, assign its rights or delegate its duties under the Agreement, which consent shall not be unreasonably withheld, delayed or conditioned; *provided, however,* that either party may, in the event of a merger, acquisition or sale of substantially all of such party’s assets or business (or any substantially similar transaction), assign the Agreement without the consent of the other party. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
   2. The Agreement is non-exclusive to Mooko and Mooko shall have the right to enter into similar agreements with or provide services to third parties.
   3. These Standard Terms, together with all applicable IOs, constitute the entire agreement between the parties and supersede all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter hereof. The Agreement may not be modified except in a written document signed by the parties. In the event that it is required that Mooko digitally sign or agree to additional terms when using Advertiser’s affiliate marketing web site, both Advertiser and Mooko acknowledge and agree that such digital agreement is inconsequential and in no way binding, that it is the result of a technical requirement, which cannot be promptly altered, in order to view stats and/or access creative or other campaign materials or details. Therefore, any terms which appear on Advertiser’s website are to be disregarded and deemed non-binding, and shall be superseded by the terms of the Agreement as signed by both parties.
   4. No waiver of any provision of the Agreement is binding unless it is in writing and signed by all parties to the Agreement entitled to grant the waiver. If any provision of the Agreement is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the remaining terms and conditions of the Agreement shall be unimpaired and the parties shall substitute a valid, legal and enforceable provision as close in legal and economic consequence as possible to the provision being struck or considered unenforceable. If the limitation of liability set forth in the Agreement is limited by law, then Mooko’s liability will be limited to the greatest extent permitted by law.
   5. The rights and remedies of the parties provided for in the Agreement shall not be exclusive or exhaustive, and are in addition to any other rights and remedies available at law or in equity.
   6. The parties acknowledge and agree that they are independent contractors and will have no power, nor will either party represent that it is has any power, to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name. The Agreement will not be construed as constituting the parties as partners, joint venturers or agents or to create any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.
   7. Each party shall promptly notify the other party in the event it: (i) has a dispute with the other party; or (ii) otherwise is required to provide notice hereunder. Any and all notices required to be delivered hereunder shall be sent: (A) by email to the e-mail address set forth in the IO, with a copy to any individuals with whom the parties typically communicate (“Email Notification”); or (B) by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service to the address set forth in the IO, with a copy to any individuals with whom the parties typically communicate (“Mail Notification”). Any such notification shall be deemed effective: (A) upon transmission when delivered by Email Notification; or (B) when delivered by Mail Notification.
   8. The section and subsection headings used in the Agreement are for reference and convenience only, and shall not affect in any way the meaning or interpretation of the Agreement. The parties acknowledge that they have expressly required that the Agreement and all related documents be drafted in the English language. Les parties reconnaissent avoir expressément exigé que le présent convention et tous les documents connexes soient rédigés en langue anglaise.
   9. The Agreement may be signed in any number of counterparts with the same effect as if the parties had signed the same document. Delivery by electronic transmission in portable document format (PDF) or TIF format of the Agreement is as effective as delivery of an original of the Agreement.
   10. Notwithstanding the termination or expiry of the Agreement, all obligations which either expressly or by their nature are to continue after the termination or expiry of the Agreement shall survive and remain in effect including, without limitation, Sections 4 through 16 of these Standard Terms.