

FORTUNEDATA TERMS AND CONDITIONS

Effective Date: Sep 1st, 2013

These Terms and Conditions (the “**Terms and Conditions**”) are entered into between FortuneData (www.bigfortunedata.com) and the entity specified in the applicable Insertion Order (the “**IO**”, and together with the Terms and Conditions, the “**Agreement**”) with offices at the address specified in the IO. FortuneData reserves the right to update and change these Terms and Conditions from time to time without notice to Advertiser.

1. DEFINITIONS

For the purposes of this Agreement, the following terms are defined as follows:

- (a) “**Ad**” means any advertisement provided by Agency on behalf of an Advertiser.
- (b) “**Advertising Materials**” means artwork, copy, or active URLs for Ads.
- (c) “**IO**” means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser.
- (d) “**Deliverable**” or “**Deliverables**” means the inventory delivered by Media Company (e.g., impressions, clicks, or other desired actions).
- (e) “**Ad Exchange**” shall mean any exchange where Ad Inventory can be purchased can be purchased through an Auction.
- (f) “**Ad Inventory**” shall mean any digital advertising inventory made available for sale through an Ad Exchange, including, but not limited to, web display, mobile, application and/or widget-based advertising inventory.
- (g) “**Advertiser**” shall mean the Advertiser set forth in the IO and shall, for purposes of Advertiser’s obligations under these Terms and Conditions, include Client (as set forth in the IO). The obligations of Advertiser and Client under this Agreement shall be joint and several.
- (h) “**Auction**” means the real-time bidding process for Ad Inventory offered through Ad Exchanges.
- (i) “**Campaign**” means the advertisement campaign described in the IO for which FortuneData has been retained by Advertiser.
- (j) “**Policies**” means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

For clarity, all capitalized terms used in these Terms and Conditions but not otherwise defined herein shall have the meaning ascribed to them in the IO.

2. FORTUNEDATA OBLIGATIONS

Subject to the terms hereof, FortuneData hereby agrees, for and on behalf of Advertiser to:

- (a) store and catalogue your display ads; track the results of your various campaigns strictly subject to, and in accordance with, this agreement.

- (b) bid on, and purchase, Ad Inventory made available in Auctions through Ad Exchanges, for the purposes of distributing and displaying Ads, all in accordance with the Campaign (the “**Services**”);
- (c) deliver and transmit the Ads in connection with fulfilling the Ad Inventory purchased by FortuneData for Advertiser hereunder. For clarity, subject to any restrictions or limitations set forth in the IO and the requirement to use good business judgment, FortuneData shall have the sole and exclusive discretion as to how to provide the Services.

3. ADVERTISER OBLIGATIONS

Advertiser shall hereby grant to FortuneData a non-exclusive, worldwide, royalty-free license to reproduce, distribute, display, edit, modify, enhance and otherwise use the Advertisements (and any trademarks, tradenames, service marks, copyrights, URLs or other proprietary rights of Advertiser therein) in connection with its provision of the Service, including, without limitation, copying and distributing Advertisements to Consumers.

Advertiser represents and warrants to FortuneData that each Ad (and any and all content therein) and the distribution thereof in accordance with this Agreement:

- (a) complies, as applicable, with the Interactive Advertising Bureau (“**IAB**”) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less (US), and/or the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less and Late Creative Policy (Canada);
- (b) does not infringe the patents, copyrights, trademarks, rights of publicity, rights of privacy, moral rights, music performance or other music-related rights, or any other right of any third party;
- (c) does not violate any applicable law, statute, ordinance or regulation regarding the creation and marketing of online materials including, without limitation, those governing false and/or deceptive advertising;
- (d) is true, accurate and complete;
- (e) is not unlawful, defamatory or libelous;
- (f) is not pornographic or obscene; and
- (g) does not contain viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines.

Advertiser further represents and warrants that:

- (a) prior to delivery to FortuneData, Advertiser will have obtained all consents, releases, waivers and rights (including, without limitation, all rights in copyright, moral rights, trade-mark and trade name rights and other intellectual property rights) necessary for the grant to

FortuneData, and exploitation by FortuneData, of the rights and licenses granted to FortuneData in the Ads pursuant to this Agreement;

(b) Advertiser has paid, or will have paid prior to delivery of the Ads to FortuneData, to the proper person, firm or corporation when due and payable, all residual, re-use or similar payments, all step-up fees, all music synchronization fees or royalties, all mechanical reproduction fees or royalties, all performance rights fees or royalties and all license payments and all other amounts payable to third parties as a result of, or in connection with, the Use of the Ads hereunder.

FortuneData reserves, in its sole discretion, the right (but not the obligation) to: (i) review any Ads provided by Advertiser hereunder prior to Use; and/or (ii) to reject or refuse to serve any Ad that is, in its sole discretion, objectionable or which may expose FortuneData, its suppliers and each of their affiliates, or its other clients to any harm or liability of any type.

4. SERVICE PURCHASE AND REFUND

Advertiser agrees that by submitting bidding on ad inventory through FortuneData RTB platform, you are making a programmatic offer to purchase such ad inventory. If your offer is accepted, you have purchased such inventory. Purchases are non-refundable.

You can delete your account at any time by providing FortuneData with written notice. FortuneData will refund the unused balance in your account (if any), minus an administrative fee of 15%, within 30 days.

5. PAYMENT

- (a) You will pay FortuneData the fees and other compensation set forth in the applicable Campaign(s) established through FortuneData's Site or through the applicable insertion order(s) executed by you and FortuneData ("Insertion Order"). All fees and charges listed on the Site, the Insertion Order or this Agreement are in United States Dollars ("USD").
- (b) Pre-payment. You must maintain a positive cash balance in your Account in order to initiate and maintain a Campaign. All monetary amounts related to the Services are in U.S. dollars. Your Account may be funded via credit card and Paypal. You are responsible for confirming the accuracy of all information that you provide for each payment. Charges in connection with the Service will be deducted from your Account balance until the balance is exhausted. If your Account balance is exhausted, your participation, including the continuation of any ongoing Campaign, will be paused or terminated without notice.
- (c) Taxes. You are responsible for all duties, tariffs and taxes related to your use of the Services, except for taxes on income paid or payable by FortuneData.
- (d) Campaign Charges. All Campaign charges will be calculated solely based upon FortuneData's records. If you dispute any charge made in connection with a Campaign, you must notify FortuneData in writing within fifteen (15) days of any such disputed charge ("Notice"). FortuneData will review and resolve such disputes in its sole discretion. If you fail to provide Notice, you shall waive any claim relating to the disputed charge.

In the event of default relating to the payment of any invoice, FortuneData shall have the right, without penalty or liability, to discontinue the performance of the Services. Furthermore, Advertiser agrees to pay all costs incurred by FortuneData in collecting any delinquent payments, including, but not limited to, collection agency and attorneys' fees and costs.

6. TERM

The term of this Agreement shall be as stated in the IO, unless earlier terminated in accordance with the terms hereof.

7. TERMINATION

Notwithstanding any of the terms of this Agreement, FortuneData reserves the right, without notice and in its sole discretion, to (a) terminate your right to access or use the Site or Service or (b) block or prevent your future access to, and use of the Site or Service. FortuneData may also discontinue the Service at any time, in which case this Agreement shall terminate automatically without notice.

If at any time FortuneData for any reason decides to cease general provision of the Services, FortuneData may cancel the Services by providing not less than five (5) days' notice to Advertiser. If Advertiser has pre-paid any funds, FortuneData shall, without further liability to Advertiser, refund to Advertiser unspent portion of such funds, less any fees properly due and owing to FortuneData.

8. DISCLAIMER OF WARRANTIES

THE SERVICES are provided "AS IS" and FortuneData hereby expressly disclaims all warranties, expressed, statutory or implied, regarding THE services, FORTUNEDATA'S PLATFORM or any portion thereof, including any implied warranty of merchantability, fitness for a particular purpose, NON-INFRINGEMENT or OTHER implied warranties arising IN THE course of dealing or course of performance. Without limiting the generality of the foregoing, FortuneData specifically disclaims, AND MAKES NO REPRESENTATIONS OR WARRANTIES regarding: (1) the number of persons who will view or access the Ads; (2) any benefit Advertiser might obtain from the SERVICES OR A CAMPAIGN; (3) THAT THE SERVICES WILL INCREASE SALES, GOODWILL OR ACHIEVE A SPECIFIC RESULT; OR (4) THAT FORTUNEDATA WILL ACHIEVE THE MEASURABLE GOALS OR ACHIEVE THE MEASURABLE GOALS WITHIN THE BUDGET. FORTUNEDATA DOES NOT WARRANT: (A) THAT THE SERVICES WILL BE AVAILABLE AT ALL TIMES OR ANY GIVEN TIME, OR FROM ANY PARTICULAR LOCATION; (B) WILL BE SECURE OR ERROR-FREE; (C) THAT DEFECTS WILL BE CORRECTED; OR (D) THAT THE SERVICES AND THE PLATFORM ARE FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FORTUNEDATA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

ADVERTISER FURTHER ACKNOWLEDGES AND AGREES: (1) THAT THE performance of the SERVICES is contingent upon SUCCESSFUL PERFORMANCE AND OPERATION OF the internet, AD EXCHANGES AND AUCTIONS AND, ACCORDINGLY, FORTUNEDATA SHALL NOT BE RESPONSIBLE FOR ANY FAILURES, DELAYS OR DAMAGES CAUSED BY THE MALFUNCTIONING OR DEFAULT OF same that are reasonably beyond the control of FortuneData; AND (2) All numbers and amounts contained in the IO relating to impressions, actionS, acquisitionS or applicationS are estimates only and are not guaranteed by FortuneData. FortuneData shall follow a uniform policy to avoid discrimination in its dealings with Advertiser and agencies. Although FORTUNEDATA makes every effort to uphold the highest standards of online marketing conduct, it will not be liable to Advertiser for any losses OR DAMAGES incurred by Advertiser through promotional activity engaged in by FORTUNEDATA on behalf of Advertiser pursuant to this AGREEMENT.

9. LIMITATIONS ON LIABILITY

NEITHER FORTUNEDATA NOR ITS AFFILIATES WILL BE LIABLE, UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH IN THIS PARAGRAPH ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ADVERTISER AND FORTUNEDATA. FORTUNEDATA'S SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FORTUNEDATA'S MAXIMUM AGGREGATE LIABILITY TO ADVERTISER (OR ITS CLIENTS) FOR ANY CAUSES OF ACTION WHATSOEVER, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, WILL BE THE GREATER OF: (i) ONE HUNDRED DOLLARS (\$100.00); OR (ii) TWENTY-FIVE PERCENT OF THE AMOUNTS ACTUALLY RECEIVED BY FORTUNEDATA UNDER THIS AGREEMENT.

10. PUBLICITY AND CONTENT DISTRIBUTION

Advertiser agrees that part of the consideration being provided to FortuneData pursuant to this Agreement is the right for FortuneData to cite Advertiser from time to time on the FortuneData website, in presentations, speeches, press release and other media as a client of FortuneData.

11. CONFIDENTIALITY

Advertiser must keep all data, image and other information made available to you through the strictly confidential.

12. GOVERNING LAW/JURISDICTION

Any dispute arising from or related to this Agreement will be governed by the laws of Hong Kong.

13. DISPUTE RESOLUTION

Any dispute regarding this Agreement, including the validity, existence, binding effect, interpretation, performance, breach or termination, and including tort claims, shall be referred to and finally determined, to the exclusion of the courts, by a single arbitrator. The arbitration shall take place in Hong Kong, in English.

UNLESS OTHERWISE REQUIRED BY LAW, ADVERTISER MUST NOTIFY FORTUNEDATA WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR ADVERTISER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT, FACTS OR DISPUTE.

14. WAIVER OF CLASS ACTIONS

To the fullest extent permitted by applicable law, all parties to any action arising out of or in connection with the Services or THIS AGREEMENT must be individually named. ADVERTISER hereby waive any right IT MAY HAVE for any dispute pertaining to the Services or THIS AGREEMENT to be arbitrated or litigated on a class action or consolidated basis, or on bases involving disputes brought in a purported representative capacity on behalf of the general public.

15. ASSIGNMENT/ENUREMENT

Advertiser may not assign this Agreement without prior written consent from FortuneData, which consent shall not be unreasonably withheld or delayed. FortuneData may assign all or any portion of its duties and obligations hereunder to any affiliate, successor-in-interest and/or acquirer of all or substantially all of FortuneData's assets. Subject to the foregoing, the terms of this Agreement will be fully binding upon, inure to the benefit of and be enforceable by, the parties' respective successors, heirs, executors, administrators and permitted assigns.

16. SEVERABILITY

Any term or provision of this Agreement that is invalid or unenforceable in any situation or in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

17. SECTION REFERENCES

The section and subsection headings used in this Agreement are for reference and convenience only, and shall not affect in any way the meaning or interpretation of the Agreement. The IO, including all approved amendments, are incorporated into and a part of this Agreement.

18. WAIVER

The failure of FortuneData to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable.

19. Relationship of the Parties

The parties to this Agreement are independent contractors and no agency, partnership, joint venture or employer-employee relationship is intended or created hereby. If Advertiser is entering into this Agreement on behalf of a third party, such third party shall have not have any rights under this Agreement.

20. SURVIVAL

If FortuneData terminates this Agreement for any reason, all rights and obligations under this Agreement shall cease, save for Advertiser's obligation to pay all fees properly due and owing to FortuneData hereunder to the date of termination. .

21. FORCE MAJEURE

In addition to applicable disclaimers stated above, FortuneData performance under this agreement is excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labour disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

22. Entire Agreement

This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. In case of any discrepancy between this Agreement and the Site Terms, this Agreement shall prevail.