AdSparc Inventory Partner Terms & Conditions 2016

The AdSparc Programmatic Marketplace is provided by AdSparc, a division of Sparc Media Pty Ltd ACN: 605 146 567 ("AdSparc" or "we") at its website located at http://www.adsparc.com. AdSparc offers this online platform as a part of a program (the "Program") under which publishers make their inventory available through an RTB Exchange and are compensated for the placement of advertisements on web and mobile properties such as websites, webpages, blogs, newsletters, widgets, applications, and other technologies or platforms ("Properties"). Neither access to the AdSparc Programmatic Ad Platform nor agreement to these terms and conditions guarantees enrolment into the Program and such enrolment is subject to your and AdSparc's written acceptance of commercial terms.

These terms and conditions are an agreement between you ("Inventory Partner" or "You") and AdSparc that governs your participation in the Program. **By accessing or using the AdSparc Programmatic Ad Platform or deploying associated Ad Tags you accept and agree to these terms and conditions.** If you access or use the platform on behalf of an organization, you represent that you have the authority to bind and do hereby bind such organization to these terms and conditions. If you do not agree with these terms and conditions, do not use the AdSparc Programmatic Ad Platform, deploy Ad Tags or otherwise participate in the Program.

1. Program Participation

1.1 Ownership & Restrictions. You participate in the Program at AdSparc's sole discretion. AdSparc may refuse or discontinue your participation in the Program at any time and for any reason or no reason.

1.2 Eligibility. You may not participate in the Program unless you are at least 18 years of age.

1.3 Advertisements. You agree that AdSparc may serve advertisements (*"Advertisements"*) on any of your Properties that you enable to display Advertisements using the AdSparc Marketplace (*"Enabled Properties"*). Advertisements may include demand from 3rd party platforms that are monetized as normal through the AdSparc platform.

1.4 Passbacks In the event you do not provide a default/passback tag, or such alternate tag does not accept the impression passed by AdSparc, AdSparc may run Default Advertising (as defined below) for such impressions. "Default Advertising," means an Advertisement for which no payment is received by AdSparc, and may include a blank ad, public service announcements or advertisements for AdSparc properties. No fees will be incurred or payable by AdSparc to you with respect to any Default Advertising.

1.5 Placement Restrictions

You will comply with all ad placement restrictions set forth in AdSparc's Inventory Guidelines (attached hereto).

2. Payment to You

2.1 Monthly Payment.

a) Conditions of payment (such as CPM rates and currency) are as set in the AdSparc Marketplace or as otherwise agreed in writing by AdSparc. If currency information is not otherwise specified the default currency is US Dollars.

b) AdSparc will pay you a monthly fee based on the number of Impressions or Engagements (as defined below) or other forms of permitted interactions with Advertisements displayed in connection with your Properties that are listed during the on-boarding process (*"Listed Properties"*) in all cases as determined by AdSparc in its sole discretion. Under no circumstance will external reports or figures be taken into consideration when calculating payment.

c) As used herein, an "Impression" means the serving by AdSparc of an Advertisement on the Properties as determined by AdSparc (for the purposes hereof, an Advertisement is not deemed served until it is fully-loaded to the Properties i.e., if the end-user leaves the page before the Advertisement is fully-loaded, it is not deemed an Impression). If an ad fails to load due to the browser's technical limitations (e.g. Javascript or Flash disabled), then this event will not be deemed an Impression.

d) As used herein, an *"Engagement"* means the event in which a user engages with an Advertisement on the Properties (the nature of an engagement per ad format is solely defined by AdSparc and is reported as such in the user interface).

e) Unless otherwise approved by AdSparc, in its sole discretion, AdSparc will not tender payment to third parties on your behalf.

2.2 Conditions To Payment. AdSparc is not liable for any payment if you have violated any provisions under Section 7 below.

2.3 Payment Frequency. Payments to you will be sent within approximately 60 days after the end of each calendar month that Advertisements are running on your Listed Properties if the amount owed to you is more than $500. Any owed amounts less than $500 will be rolled forward and added to the next payment period or until such time as the payments due you for the applicable month exceed $500. If you terminate your participation in the Program, AdSparc will pay any owed balance to you within approximately 60 days after the end of the calendar month in which the termination takes effect.

2.4 Payment Information. To ensure proper payment including applicable tax claims, you are solely responsible for providing and maintaining accurate contact and payment information associated with your account. AdSparc reserves the right to terminate your participation in the Program in the event that AdSparc is unable to verify the accuracy or validity of any of the foregoing.

2.5 Deductions and Taxes. Any bank fees incurred by AdSparc to process your payment will be deducted from that payment. Any bank fees related to returned or cancelled cheques due to a contact or payment information error or omission may be deducted from the newly issued payment. AdSparc will not reimburse you for any bank fees incurred, including foreign transfer or intermediate bank fees. You agree to pay all applicable taxes or charges imposed by any government entity in connection with your participation in the Program. Any applicable taxes are excluded from the payments listed within the AdSparc platform and are added during the final processing of payment only if you have provided the necessary Payment Information.

2.6 Pricing Changes, Disputes and Records. AdSparc may change its billing, pricing and payment structure at any time, provided, however, that AdSparc will use commercially reasonable efforts to notify you in advance of any such change. If you dispute any payment, you must notify AdSparc in writing within 30 days after any such payment and failure to so notify AdSparc will result in the waiver by you of any claim relating to any such disputed payment. Payment will be calculated solely based on records maintained by AdSparc. No other measurements or statistics of any kind will be accepted by AdSparc or have any effect. Any amount owed to you by AdSparc may be offset by amounts you owe to AdSparc.

3. Termination.

The effectiveness of these terms and conditions and your participation in the Program will continue until terminated by either party. You may terminate your participation in the Program with or without cause upon notice to AdSparc by: (a) sending notice of your desire to cancel your participation in the Program to your designated Account Manager, to be effective within 10 days after receipt of such notice; and (b) removing the AdSparc Ad Tags from your Listed Properties. In addition, AdSparc may terminate your participation in the

Program with or without cause upon notice to you. Upon termination of your participation in the Program for any reason: (i) each party will cease using each other's corporate name and logo; (ii) you will remove all AdSparc Ad Tags from your Listed Properties; (iii) any undisputed final payment will be made in accordance with these terms and conditions; and (iv) Sections 7 and 13 through 16 will survive and remain in effect.

4. Implementation and Operation of Ads.

4.1 Implementation of AdSparc Technology. You will comply with the specifications provided by AdSparc from time to time to enable proper delivery, display, tracking, and reporting of Advertisements in connection with your Properties, including, without limitation, by: (a) implementing the AdSparc Ad Tags, Advertisements, requirements in associated documentation (including Implementation Guides that AdSparc provides you access (*"Implementation Guides"*) and code as all may be updated by AdSparc from time to time (collectively *"AdSparc Technology"*); and (b) obtain Advertisement targeting data.

4.2 Format, Display, Content.
(a) All Advertisements will be presented by AdSparc to users of the Listed Properties in the formats offered generally by AdSparc as further described in the applicable Implementation Guide. You understand that AdSparc may modify the content, navigation, presentation and any other aspect of an Advertisement from time to time, in its sole discretion.

(b) You will display or allow the display, of each Advertisement in the form and format delivered by AdSparc without modification. You will not: (i) edit, modify, or otherwise alter any Advertisement or the information or interactive experience contained in any Advertisement; (ii) bypass or filter any Advertisement; or (iii) frame, minimize, or otherwise inhibit the full and complete display of any Advertisement, including any interactive experience (e.g., takeover experience) generated by an Advertisement. You will implement and maintain any tags, formatting, and code reasonably requested by AdSparc when running the Advertisements in order to measure the reach and performance of the Advertisements and optimize the layout and load time of the Listed Properties.

(c) Advertisements will be subject to the placement guidelines (if any) established by AdSparc from time to time in its sole discretion.

(d) AdSparc may present Advertisements that promote alcohol. You may opt out of acceptance of such Advertisements by contacting AdSparc.

(e) You refer all inquiries you receive regarding Advertisements on the Listed Properties to AdSparc (and not, for example, to Advertisers).

5. Responsibilities.

5.1 Properties. You are solely responsible for your Properties, including: (i) all content and materials, maintenance, and operation of your Properties; and (ii) the proper implementation of AdSparc Technology with your Properties.
5.2 Content. Your Enabled Properties will not: (i) include Inappropriate Content (as defined below); (ii) infringe, violate or misappropriate any third party's Intellectual Property Rights, privacy, or rights of publicity; (iii) operate in a manner that violates any law, statute, ordinance, or regulation (including without limitation any relevant data protection or privacy laws); and (iv) implement AdSparc Technology or display any Advertisement on any website other than as approved by AdSparc. *"Inappropriate Content"* means the content standard as defined and updated by AdSparc from time to time, but in any event including content that is illegal, pornographic, hate-related, or violent.
5.3 Acknowledgement. AdSparc is not responsible for your Properties, including, without limitation, the receipt of queries from users of your Properties and the transmission of data between your Properties and AdSparc. AdSparc is not obligated to provide notice to you if Advertisements are not displayed properly to users of your Properties. AdSparc has no control over (and is merely a passive conduit with respect to) any advertising content that may be submitted or published by any advertiser or the collection of information through such advertising content.

6. Information.

6.1 AdSparc Privacy Policy. AdSparc's use and access of information will be in accordance with the terms of its privacy policy that can be reviewed at http://www.adsparc.com. The collection of information by any advertiser or any agency is subject to the terms of the privacy policy of the applicable advertiser or agency.
6.2 Tracking. AdSparc may place cookies, web-beacons or other tracking technology on the computer of a user who displayed, views, or interacts with an Advertisement in order to track page views and Impressions and develop and enhance user profiles to more effectively target Advertisements throughout AdSparc's network. Advertisers may also collect user information through tracking technology or other means in conjunction with any Advertisement. You will not analyze or attempt to derive any information contained in any cookie or other tracking technology used by AdSparc or an advertiser to collect information about users. For avoidance of doubt, the foregoing does not in any way restrict your right to collect and analyze your own data.
6.3 Targeting and your User Information. In order to assist AdSparc in more effectively targeting Advertisements, you may be asked to provide demographic information to AdSparc regarding your users that view Advertisements.
6.4 AdSparc User Information. AdSparc may collect information directly from your users who are served, view, engage with or otherwise interact with Advertisements (including IP address) (*"AdSparc User Information"*).
6.5 Profiles. AdSparc may use Your User Information and AdSparc User Information to develop and enhance anonymous profiles of users who access, view and/or interact with Advertisements through AdSparc's network (*"Profiles"*).

6.6 No PII. AdSparc does not collect or store personally identifiable information (e.g., first or last names, social security numbers, credit card numbers, driver license numbers) ("PII") of your users and you will not provide PII of any party to AdSparc.

6.7 Your Privacy Policy. You will maintain on any of your Enabled Properties a privacy policy that complies with law and that in any event informs users regarding the collection of information by third parties such as AdSparc and advertisers, including through the use of cookies and web beacons. Your privacy policy will link to AdSparc's privacy policy.

7. Prohibited Activity.

7.1 Misuse of Technology. You will not, and will not authorize or encourage any third party to: (a) directly or indirectly generate Impressions, Engagements or other interactions on any Advertisement through Invalid Means (as defined below); (b) frame, minimize, remove or otherwise inhibit the full and complete display of any web page accessed by an user after interacting with any part of an Advertisement (such accessed page an *"Advertiser Page"*); (c) redirect any user away from any Advertiser Page; (d) provide a version of the Advertiser Page that is different from the page an user would access by going directly to the Advertiser Page; (e) insert any content between the Advertisement and the Advertiser Page or otherwise provide anything other than a direct link from an Advertisement to an Advertiser Page; (f) display any Advertisements on any error page, on any chat page, in any email, or on any web site, web page, application, widget or other content or interactive experience that contains any pornographic, hate-related, violent, or illegal content; (g) "crawl", "spider", "scrape", "sniff", index or in any non-transitory manner store or cache information obtained from any Advertisements, or any part, copy, or derivative thereto; or (h) maintain multiple accounts with AdSparc unless expressly authorized in writing by AdSparc. As used herein, *"Invalid Means"* means the generation of Page Views, Impressions, Engagements or other interactions, directly or indirectly, through any payments to third parties (e.g., through the use of paid search or paid display) not previously approved by AdSparc or through any automated, deceptive or fraudulent means, which includes traffic that: (i) originates from IP addresses or computers under your control or the control of one of your affiliates; (ii) was solicited by an unauthorized payment of money, through a false representation, or through any illegal or otherwise invalid request for users to view, engage with or interact with Advertisements; or (iii) is otherwise acquired in violation of these terms and conditions.

7.2 No Reverse Engineering. Except as otherwise explicitly permitted under this Agreement, you will not (a) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, functionality, or business processes of the AdSparc Technology or any other AdSparc property; (b) create or attempt to create a substitute or similar service or product through use of or access to the Program or AdSparc Confidential Information (as defined below); or (c) discern the data or input or output of the AdSparc Technology, including

through the sniffing, redirection or caching of data sent to or from the AdSparc Technology.

7.3 Notices. You will not remove, obscure, or alter AdSparc's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within any aspect of the Program (including, without limitation, the display of AdSparc's brand features with Advertisements as applicable).

8. Licenses & Ownership.

8.1 AdSparc Licenses. AdSparc grants you a nonexclusive, revocable, worldwide license to (i) use the AdSparc Technology solely in connection with the Enabled Properties and solely as a part of your participation in the Program in compliance with these terms and conditions and (ii) display Advertisements on your Enabled Properties through the AdSparc Technology solely in accordance with these terms and conditions.

8.2 Trademarks. Each party grants the other a limited, non-exclusive, revocable license to use the other's corporate name and corporate logo for marketing purposes only. In the case of AdSparc, AdSparc will use your and your Listed Properties' name(s) and logo(s) only to identify you as a participant in the Program (which may include referring to you as one of AdSparc's "brands" in AdSparc's marketing material and on AdSparc's website). You will use AdSparc's name and logo only to identify AdSparc as the provider of the AdSparc Technology. Each Party will use the other's trademarks only as described in this section and always in accordance with such party's usage guidelines provided from time to time. Each party may review use of its trademarks by the other party on request. Each party will retain all right, title and interest in and its trademarks and any good will associated with the use of such trademarks by the other party will inure to the benefit of the owner of such mark. AdSparc may use your logo and name you in a AdSparc press release.

8.3 Ownership and Reservation. As between you and AdSparc, AdSparc will own all right, title, and interest in and to all Intellectual Property Rights (as defined below) in AdSparc User Information, Profiles, and the AdSparc Technology. As between you and AdSparc, you will own all right, title, and interest in and to all Intellectual Property Rights in your User Information. All rights not granted in these terms and conditions are reserved. As used herein, *"Intellectual Property Rights"* means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.

8.4 Advertisement Content. You obtain no right, title or interest in and to any advertising content delivered through the Program or information gathered from advertisers or agencies resulting from your participation in the Program.

9. Confidentiality.

Each party agrees not to use for any purpose other than operation or participation in the Program or to disclose the other party's Confidential Information without the disclosing party's prior written consent. As used herein, *"Confidential Information"* means any confidential or proprietary information disclosed by either party to the other party during your participation in the Program, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation or is of a subject or nature that a reasonable person would expect it to be treated as confidential information. By way of example, AdSparc's Confidential Information includes: Commercial Terms; Profiles; AdSparc User Information; AdSparc Technology; Impression or other interaction rates or other statistics relating to Property performance in the Program that are provided to you by AdSparc and any other materials of AdSparc relating to the Program. Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) has been independently developed without use of the disclosing party's Confidential Information as proven by credible evidence; or (ii) has been received from a third party without breach of a confidentiality obligation. Either party may disclose Confidential Information in response to valid legal process, such as subpoenas, search warrants, court orders and other demands, or to establish or exercise its legal rights or defend against legal claims.

10. No Guarantee.
AdSparc makes no guarantee regarding the number or level of Impressions or other interactions of Advertisements, the timing of delivery of such Impressions or other interactions or the amount of any payment to be made to you. You acknowledge that AdSparc has no control over (and is merely a passive conduit with respect to) any advertising content that may be submitted or published by any advertiser. You acknowledge that AdSparc has no responsibility for reviewing the content of individual Advertisements appearing on your Properties and that this is controlled by your Ad Blocking settings on the Platform. You acknowledge that Ad Blocking relies upon accurate ad categorization by the Advertiser and AdSparc has limited control over this.

11. Representations and Warranties.
You represent and warrant now and in the future that: (a) all of the information provided by you to AdSparc to enroll in the Program is correct and current; (b) you are the owner of each Enabled Property or you are legally authorized to act on behalf of the owner of such Property for the purposes of the participation by each Enabled Property in 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; (d) you have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation any relevant data protection or privacy laws) in your participation in the Program; and (e) all content and other aspects of your Enabled Properties: (i)

comply with all applicable laws, statutes, ordinances, and regulations; (ii) do not breach any duty toward or rights of any person or entity including, without limitation, Intellectual Property Rights 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.

12. Indemnity.
You agree to indemnify, defend and hold AdSparc, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g., relevant advertisers and their agencies, licensors, licensees, consultants and contractors) (collectively *"Indemnified Person(s)"*) harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), directly arising out of or related to any claim: (a) based on your breach of any of these terms and conditions; (b) that your Properties violate a third party's Intellectual Property Rights; and (c) any breach by you of any Application Guidelines.

13. No Warranty.
ADSPARC 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. ADSPARC WILL HAVE NO LIABILITY IN CONNECTION WITH THE DISPLAY OF ADVERTISEMENTS OR ANY INFORMATION COLLECTION BY ADVERTISERS OR THEIR AGENCIES WHETHER THROUGH AN ADVERTISEMENT OR ON A REDIRECTED WEBSITE.

14. Limitations of Liability.
Force Majeure. IN NO EVENT WILL ADSPARC BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FURTHERMORE, ADSPARC'S AGGREGATE LIABILITY TO YOU FOR ANY CLAIM IS LIMITED TO THE NET AMOUNT PAID BY ADSPARC TO YOU DURING THE THREE (3) 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.

15. Miscellaneous.

15.1 Governing Law/Jurisdiction. This Agreement will be governed by, and interpreted in accordance with, the laws of New South Wales, Australia, with respect to issues of contract enforceability and interpretation, without reference to conflict of laws principles. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. In the event of a dispute, each party submits itself to the exclusive jurisdiction of New South Wales, Australia.

15.2 Assignment. You may not assign this Agreement without the prior written consent of AdSparc.

15.3 Partial Invalidity. If any paragraph, provision, or clause of these terms and conditions is found or be held to be invalid or unenforceable, the remainder will be valid and enforceable and the parties will negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent.

15.4 Waiver and Amendment. No modification, amendment or waiver of any provision of these terms and conditions will be effective unless one or more of the following occurs: (a) such amendment or waiver is made in writing and signed by the party to be charged; (b) you accept updated terms as may be provided by AdSparc from time to time; or (c) you continue to participate in the Program after terms have been updated by AdSparc. The failure of either party to enforce at any time the provisions of these terms and conditions will in no way constitute a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter.

15.5 Independent Contractors. The relationship between AdSparc and you established by these terms and conditions is that of independent contractors, and nothing contained in these terms and conditions will be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party. All financial obligations associated with a party's business are the sole responsibility of such party.

15.6 Force Majeure. Neither party will have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.

15.7 Notice. All notices and other communications in connection with these terms and conditions will be in writing and shall be considered given (a) immediately upon personal delivery, via fax or electronic mail to the recipient's address as provided during the on-boarding process, (b) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, or (c) three days after being deposited in the Australian mail for delivery by registered or certified mail, return receipt requested, with postage prepaid to the recipient's address as stated during the on-boarding process.

15.8 Entire Agreement. The terms and conditions herein contained along with referenced Implementation Guides and other guidelines constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

ADSPARC INVENTORY GUIDELINES

Content Guidelines

Inventory partners must adhere to these guidelines and will not deliver any Advertisement to any Property that contains or does any of the following:

1. Any obscene or pornographic material, adult material, or mature content including thinly censored nudity (for example, certain image hosting or free web hosting services)
2. Violent content, racial intolerance, or advocacy against any individual, group, or organization
3. Hacking/cracking content
4. Illicit drugs and drug paraphernalia
5. Excessive profanity
6. Gambling or promotion of gambling, unless approved by AdSparc
7. Content related to compensation programs where users are encouraged to click on ads or offers, perform searches, surf websites, read emails, or similar activities
8. Excessive, repetitive, or irrelevant keywords in the content or code of web pages
9. Sales or promotion of weapons or ammunition (e.g., firearms, fighting knives, stun guns)
10. Any content that is illegal or promotes illegal activity
11. Any content that promotes discrimination or infringes on the rights of others
12. Any material that infringes intellectual property rights, including but not limited to copyright and trademark rights (see below)
13. Any file-sharing or torrent sites
14. Any offers for illegal activities, products or services
15. Promotion of fake documents, copied material, or paper mills
16. Websites made for the sole purpose of clicking on advertisements
17. Any content that is misrepresentative, defamatory, libelous, or that violates any applicable law or regulation
18. Any content that infringes or violates any copyright, trademark, patent, right of publicity, right of privacy, moral right, or other right of any third party
19. Spyware or malware
20. Inappropriate or controversial subject matter of any nature, including without limitation that which pertains to illegal activity or to hacking, cracking, or warez
21. Any page that is "under construction"
22. Any content directed to children under the age of 13

Alteration of Advertisements or Ad Tag

Inventory partners must comply with the following policies regarding AdSparc's Advertisement and ad tags:

1. Inventory Partner may not, and may not permit any other party to, alter or manipulate any ads or standard ad behavior in any way unless explicitly permitted in writing by AdSparc or its buyers.
2. Inventory Partner may not, and may not permit any other party to, alter any portion of the ad tag or code provided by AdSparc or change the behavior, targeting, or delivery of Advertisements.
3. It is Inventory Partner's responsibility to ensure that no media supplier uses such methods to direct traffic to pages that contain AdSparc ads tag, code or Advertisements

Ad Placement

Inventory partners must comply with the following Ad Placement policies:

1. No more than five (5) ads may be displayed per page
2. Page content must not obstruct any portion of the ad displayed
3. No ads may be placed on any non-content-based pages
4. No auto-refresh unless approved by AdSparc
5. No ads may be placed on pages published specifically for the purpose of showing ads, whether or not the page content is relevant
6. Inventory Partners may not place video ads in in-stream video players without content or disabled playback
7. No in-banner video (does not include in-banner video Advertisements served by AdSparc or an RTB Buyer)
8. No sound off in-stream video
9. No Below-the-Fold auto-play placements
10. Syndicated players must play content related to the site

IV. Blocked Content

AdSparc uses proprietary and third-party tools to block

Website(s) that contain certain categories of content. These

categories include, but may not be limited to the following:
1. Abused/illegal Drugs
2. Adult Content
3. Bot Networks
4. Dynamic DNS
5. Elevated Exposure
6. Freeware and Software Download
7. General Email
8. Hacking
9. Illegal or Questionable
10. Instant Messaging
11. Internet Telephony
12. Malicious Embedded iFrame
13. Malicious Web Sites
14. Marijuana
15. Message Board and Forums
16. Nudity
17. Parked Domain
18. Pay-to-Surf
19. Peer-to-Peer File Sharing
20. Phishing and Other Frauds
21. Potentially Damaging Content
22. Potentially Unwanted Software
23. Proxy Avoidance
24. Racism and Hate
25. Sex
26. Sex Education
27. Supplements and Unregulated Compounds
28. Tasteless
29. Text and Media Messaging
30. URL Transition Sites
31. Violence
32. Weapons
33. Web Chat
34. Web Collaboration
35. Web Hosting