

ADVERTISING TERMS & CONDITIONS

The following terms govern all advertising published by Dwell Life, Inc. ("Publisher"). No conflicting or additional terms appearing on contracts, orders or copy instructions will be binding on Publisher. "Advertiser" includes any advertising agency utilized by an Advertiser; all obligations, warranties, and liabilities of Advertiser are joint and several with its agency.

- Invoicing and Payment.** Payment of invoices is due within thirty (30) days from the invoice date, unless negotiated separately. Advertising production fees are due in full within the first month of the campaign. An agency commission of 15% of gross advertising charges, after earned advertiser discounts, will be allowed for recognized agencies. Advertiser authorizes Publisher, at its election, to bill its agency directly. Publisher invoices constitute an account unless Advertiser submits a written objection to Publisher within ten (10) days of receipt. Advertiser agrees to reimburse Publisher for costs and attorneys' fees in collecting any unpaid amounts. Publisher may charge interest on past due balances at a rate of 1.5% per month and may require cash in advance or change payment terms.
- Publisher Discretion.** Publisher may reject or cancel any advertising or advertising copy at any time and for any reason.
- Errors.** Publisher is not responsible for errors or omissions in any advertising materials that are provided to Advertiser for review prior to printing in publication or going live on site or for Advertiser changes made after the closing date or launch date. Publisher's liability for errors made by Publisher shall be limited to a prorated credit based on the relative amount of space attributable to the error, not to exceed the total amount paid to Publisher for the advertisement. Publisher shall have no liability unless Publisher's error or omission is brought to Publisher's attention within thirty (30) days after the advertisement is first published. In no event will Publisher have any liability due to force majeure events or errors in key numbers, nor will Publisher have any liability for consequential, indirect, incidental, punitive, special or exemplary damages.
- Discounts, Credits, Rebates.** Negotiated discounts are available only during the period for which they are earned. Agreements for advertising frequency or multi-platform discounts are conditioned on the agreed number of advertisements being published within the specified period and all invoices being timely paid. If Advertiser cancels any portion of the order, or fails to have published and pay for the specified number of advertisements, the rate discount will be retroactively nullified and a short rate (the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually published and paid for) will apply. Any merchandising program executed by Publisher in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits or rebates will only be earned if all advertising is paid for by the due date. Unused advertising credits will expire six months after the end of the period in which they were earned.
- Copyright.** The copyright in any advertisement created by Publisher is owned by Publisher and the advertisement may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.
- Advertiser Warranties and Indemnity.** The placement of any advertisement with Publisher constitutes a representation by Advertiser that it is authorized to publish the entire contents and subject matter. Advertiser represents and warrants that any advertising, and any practices, services, or website associated with the advertising, complies with applicable consumer protection and privacy law and does not violate any personal or proprietary rights. Advertiser agrees to defend, indemnify and hold harmless Publisher, and its employees and representatives, against any and all liability, loss, damage, and expense of any nature, including attorneys' fees (collectively, "Losses") arising out of any claims or suits that may arise.
- Termination by Publisher.** Publisher may terminate the relationship for the breach of any term. Should Publisher terminate, a short rate may apply plus all charges incurred, and be immediately due and payable. Publisher may also (a) cancel its recognition of the agency, thereby causing the agency to lose claim to any commission for any further advertising placed with Publisher, and/or (b) refuse to publish any or all of Advertiser's advertising.
- Applicable Law and Courts.** The Terms will be governed by the laws of California without regard to its conflicts of law provisions and any action must be brought in the state or federal courts in San Francisco County, California. The parties hereby consent to the exclusive jurisdiction of such courts.

DIGITAL TERMS

9. Reporting and Measurement. Performance reports will be issued at the end of a campaign. Publisher makes no guarantee or representation as to the quantity or quality of visits, impressions, or circulation. All impressions and other measurements shall be based solely on Publisher's calculations. Publisher will bill for the advertising based on its websites' own ad delivery numbers ("DFP numbers"). To the extent Publisher fails to provide Advertiser with a number of impressions guaranteed in writing (if applicable), the sole remedy will be an extension of the order until the remainder of the guaranteed impressions are delivered.

10. Digital Invoices. For impression based advertising campaigns, invoices will be issued at the end of each month of the campaign. For flat rate advertising campaigns, an invoice for 50% of the rate will be issued upon execution of the insertion order or contract, and 50% will be issued when the campaign goes live.

11. Cancellation. Orders for website advertising are non-cancellable as of ten (10) days prior to the start of the campaign. If Publisher agrees to cancel an order, Advertiser will be responsible for the cost of any work performed or materials purchased prior to the cancellation.

12. CAN-SPAM. Advertisements or other commercial messages sent on behalf of Advertiser via electronic mail may be governed by law, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act") and state "Do Not E-mail" registries. Advertiser agrees to comply with all applicable laws, rules and regulations and with Publisher's policies intended to comply with the CAN-SPAM Act.

13. Warranties, Indemnification. Advertiser represents and warrants that: (i) none of the advertisements or other materials provided to Publisher will cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; and (ii) it will not conduct or authorize any third party to conduct any unlawful or improper actions in connection with the digital properties. Advertiser agrees to defend, indemnify and hold harmless Publisher and its employees and representatives for third party claims that may arise from or relate to: (a) the linkage of any advertisement on Publisher's digital properties to other material; or (b) a breach or alleged breach of advertiser's warranties set forth in this paragraph.

PRINT TERMS

14. ABC. Publisher is an audited member of the Audit Bureau of Circulations.

15. Print Invoices. Invoices are rendered on the first business day of month in which the "on- sale date" occurs.

16. Placement. Publisher withholds the editorial and creative control to position ads/inserts within any page of the publication deemed fit. Any condition stated by Advertiser concerning the placement of advertising will be treated only as a request. Publisher's noncompliance with any such conditions shall not relieve Advertiser of the obligation to pay for the advertising.

17. Cancellation. Orders for any covers are non-cancelable. Options on cover positions must be exercised (i.e. received and accepted by Publisher) at least 30 days prior to the four-color closing date or they will lapse. Orders for inside advertising units are non-cancelable as of 15 days prior to closing date. Orders for advertiser- or agency-furnished inserts are non-cancelable as of the first day of the fourth calendar month preceding the month on the cover of the issue. Orders for Publisher-produced inserts are non-cancelable. In the event that Publisher agrees to cancel an existing order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

18. Furnished Inserts. Advertiser must submit to Publisher an accurate copy of any furnished insert for review prior to printing. Publisher's review and/or approval does not release Advertiser from its responsibilities. Publisher is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser is responsible for any additional charges incurred by Publisher arising out of Advertiser's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to publish a furnished insert as a result of such failure, Advertiser shall remain liable for the space cost of such insert.