

Publisher Agreement

This Publisher Terms and Conditions Agreement (hereinafter the "Agreement") shall govern participation in the Hill Ads online advertising network ("Hill Ads"). By participating in the Hill Ads network, you are agreeing to be bound by these Terms and Conditions. The term "Publisher" shall refer to any individual or entity that accepts the Terms and Conditions of this Agreement by submitting the required information for approval ("Membership") in the Hill Ads network. Upon approval, Hill Ads will provide to the Publisher advertising HTML codes ("Ad Codes") to allow the Publisher to serve advertisements on its approved websites.

1. Relationship. These Terms and Conditions:

(a) Set forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between the parties, whether written or oral, regarding the subject matter contained herein;

(b) May be changed at any time by Hill Ads; however, Hill Ads will provide notice via email upon such changes;

(c) May be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together but one and the same document.

2. Publisher Obligations. As a Publisher, You agree not to:

(a) Generate traffic to your website utilizing any of the following methods: listings on newsgroups, unsolicited bulk commercial e-mailings, instant messenger postings, chat room postings;

(b) Engage in any form of fraudulent traffic generating methods including: robots, spiders, auto-spawning browsers, auto reloading, meta refreshes or any other form of fraudulent and artificial traffic;

(c) Receive traffic from websites that contain materials that are deemed offensive or illegal in nature. This includes but is not limited to, websites promoting gambling, mp3, warez, EMU, ROM or pornographic materials;

(d) Change or alter the Ad Codes provided by Hill Ads in any way;

(e) Place Ad Codes on pages of the following nature: blank pages with no content, pages that only contain advertisements. Furthermore, the Publisher agrees not to place Ad Codes on pages that are password protected;

(f) Place Ad Codes on any root domain not specifically approved for membership within the Hill Ads;

(g) Place Ad Codes on any web pages that launch more than one pop up window.

If Publisher Obligations as outlined above are not upheld, any such actions will lead to account termination and all funds generated from said actions will be forfeited.

3. Hill Ads Policies. As a Publisher, You acknowledge that:

a) Your account will be monitored continuously by Hill Ads. In the event Hill Ads deems a Publisher's account to be outside the acceptable bounds for traffic quality, Hill Ads will contact the Publisher. In the event traffic quality drops below the acceptable average for only a specific website within a Publisher's account, Hill Ads will contact the Publisher;

b) Membership in the Hill Ads network is subject to prior approval by Hill Ads. Hill Ads reserves the right to refuse service to any new or existing Publisher, at its sole discretion, with or without cause. Approval of membership in the Hill Ads network is limited only to the specific root domain for which the Publisher has applied for approval.

c) Hill Ads is the sole owner of all website, campaign, and aggregate user data collected by the Hill Ads network. Advertisers have access only to website and aggregate user data that is collected as part of their campaign(s). Publishers have access only to campaign and aggregate user data that is collected through the use of their inventory.

4. Payment.

a) Hill Ads shall have the sole responsibility for calculation and reporting of all statistics, including impressions, leads, sales, clicks, earnings reports, and referral earnings. Eastern Time (GMT - 05:00) shall be the time period used for all traffic calculations;

b) Hill Ads will pay the Publisher ___% of the advertising revenue received by Hill Ads for advertising placed on the Publisher's website. Hill Ads will retain the remainder of the revenue for its services. Publisher revenues will be paid quarterly. Hill Ads will pay the Publisher only for quarters in which earned revenue exceeds \$100 for the quarter. Revenue that is not paid to the Publisher in any quarter will be credited to the account of the Publisher and paid later, when accrued revenue exceeds \$100. The Publisher may choose to be paid by either check or by PayPal. The Publisher agrees to keep the payment address and contact information up to date.

5. Termination. Hill Ads reserves the right to:

Terminate any Publisher's relationship with Hill Ads at any time, with or without cause. Termination notice may be provided via email or any other public means and will be effective immediately. Upon receipt of such termination notice, the Publisher agrees to immediately remove the Hill Ads Ad Codes from the Publisher's website(s). The Publisher will be paid, in the next scheduled payment cycle, all legitimate earnings due up to the time of termination. Upon termination, and in the event that blatant fraudulent activities have been documented in the Hill Ads server logs, all ties to referrals will be permanently severed and the Publisher will not receive future referral commissions.

6. Intellectual Property.

The Publisher shall not have, nor will it claim, any right, title or interest in any advertising content delivered by Hill Ads (other than the Publisher's own advertising content). The Publisher is granted no license to Hill Ads advertising content, the name "Hill Ads" or any derivative thereof, or any other trademarks, logos, copyrights, patents,

trade secrets or other intellectual property rights, which are owned or controlled by Hill Ads and made available to the Publisher in any manner.

7. Publicity.

Hill Ads shall have the right to reference and refer to its work for, and relationship with, the Publisher for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual consent of Hill Ads and the Publisher.

8. Relationship of Parties.

Hill Ads and the Publisher are independent contractors. Neither party is an agent or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on the behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. These Terms and Conditions shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

9. Assignment.

The Publisher may not assign this Agreement, in whole or in part, without written consent from Hill Ads. Any attempt to assign this Agreement without such consent will be null and void.

10. Force Majeure.

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, riots, insurrection, war (or similar), fires, flood, earthquakes, explosions, and other unforeseen acts.

11. Severability / Waiver.

The waiver by either party of a breach or right under these Terms and Conditions will not constitute a waiver of any other or subsequent breach or right. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will remain in full force and effect.

12. Limitation of Liability.

a) In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising thereunder or from the provision of services;

b) Hill Ads will not be subject to any liability whatsoever for:

- i. Any failure to provide reference or access to all or any part of the website due to systems failures or other technological failures of Hill Ads or of the Internet;
- ii. Delays in delivery and/or non-delivery of advertisements, including, without limitation, difficulties with a client, difficulties with a third-party server, or electronic malfunction; and
- iii. Errors and omissions of any kind.

13. Warranties.

Hill Ads does not make and hereby expressly disclaims all warranties, expressed or implied, with respect to any matter whatsoever, including, without limitation, the performance of any software programs incidental to services rendered by Hill Ads, services provided there under, or any output or results thereof. Hill Ads specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

14. Governing Law.

This Agreement shall be governed by and construed under the laws of the District of Columbia. Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of district or federal statutory or common law rights or duties, and the determination of the scope or applicability of this Agreement, except as noted in this Agreement, shall be resolved in a court of competent jurisdiction in the District of Columbia, and attorneys to the jurisdiction of such court. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees on a full indemnification basis, incurred in obtaining or enforcing the award, to be paid by the party against whom the award or enforcement is ordered (provided that such party, on balance, has been substantially successful in pursuing its substantive claims in the proceedings).

If you are an individual, you represent and warrant that you were at least 18 years of age on the effective date of this agreement.

Publisher:

DC Access, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____