

Surf Media Advertising Terms of Service

I acknowledge upon this payment that I have carefully read it and have not relied upon any statements, promises or representations other than that contained herein. Advertiser agrees to purchase and Surf agrees to provide advertising placement on the Surf system, with the following terms and conditions.

1. Advertiser agrees to provide Surf with their advertising media, graphics and content at least 5 days before the Effective Start Date.
2. Advertiser agrees that proof and distribution approval constitutes an agreement to run advertising and promise to pay the Monthly Rate indicated for the Term of this agreement, and distribution approval can be given in writing on the proofing document via email approval or via telephone verbal approval.
3. Advertiser authorizes Surf to charge the credit card on file the Monthly Rate Fee as outlined in Exhibit A. All payments shall be made to Surf Media Inc. only.
4. Interest: Advertiser agrees to pay interest on all amounts past due at the rate of one and one-half percent (1 1/2%) per month, or an annual rate of eighteen percent (18%).
5. In the event, it becomes necessary for Surf, at its opinion, to place an agreement in the hands of an attorney or collection agency for debt collection. The Advertiser agrees to pay an additional sum equal to the cost of collection, including but not limited to, attorneys fees or collection agencies.
6. Advertiser authorizes Surf to compile the information and distribute the campaign, along with other advertisers through surf tablets or system on the Internet and mobile tablets.
7. Advertiser named above agrees to honor that specified literature as per its terms and conditions to each recipient and not to hold Surf liable for such offer made regardless of response to the campaign. Advertiser authorizes Surf to prepare and distribute the above-specified literature along with another advertiser's through the Surf tablet and system. Advertiser also agrees to the Surf Advertising Standards and Guidelines listed below and recognizes that they are subject to change at any time.
8. Advertiser represents that he or she possesses the right to publish and hereby grants to Surf and any of its publishing agents an irrevocable right and permission to reproduce all trademarks, trade names, copyrighted material and other images provided by Advertiser to Surf.
9. Advertiser assumes the Full responsibility that advertiser's advertisement, business operations, services, and products comply with all applicable laws. Advertiser acknowledges that he/she has no

right or ownership in any photograph, graphic, or other image provided or arranged by Surf for Advertiser, including any photo or image or video containing advertiser's picture, video, or brand. Advertiser hereby releases and discharges Surf and any of its publishing agents from any and all claims and liability arising out of the publication of the Advertiser's advertisement and any material provided to Surf.

10. Advertiser agrees that Surf's liability to its Advertiser shall not exceed the amount paid by said Advertiser to serve under this agreement. Any substantial errors in Surf's production of advertisers and as determined by Surf will be corrected within 48 hours, no refunds will be made.

11. For prepaid accounts, if Surf is not able to fulfill the terms of this agreement, Surf shall refund the customer a prorated amount of the total contract based on the term length of the agreement.

12. Surf reserves the right to cancel any Advertiser's contract without cause.

Surf Advertising Standards and Guidelines

When you advertise with Surf, you are reaching millions of rideshare passengers and drivers. Surf aims to provide audiences with advertisements that are truthful, tasteful, non-deceptive and relevant. Following the guidelines below helps to keep Surf fun for everyone. Our staff carefully reviews all ads submitted based on context. After reviewing submitted material, Surf may approve the content, request additional information, require modifications to the content or deem the advertisement unacceptable for the Surf platform. If you would like more guidance on what type of content is acceptable, please email content@ridewithsurf.com.

Nudity and sexual content

Content that makes nudity, body parts or sexual simulations the focal point is not acceptable. Content that focuses on sex toys or explicit discussions about sex is also not acceptable.

Drugs and regulated substances

Content that promotes or shows the sale, distribution, consumption, or abuse of illegal drugs, regulated drugs, substances or other dangerous products is not suitable for Surf.

Hateful content

We do not support content that promotes or condones violence against individuals or groups based on race or ethnic origin, religion, disability, gender, age, nationality, veteran status or sexual identity/gender identity, or whose primary purpose is inciting hatred on the basis of these characteristics. If the primary purpose of the content is to attack a protected group, the content is not acceptable.

Violent or graphic content

Content that features or focuses on violence, gore or injury for shock value and without additional context is not acceptable. Content that features or promotes harmful or dangerous acts that result in serious physical, emotional or psychological injury is also not acceptable. We reserve the right to refuse content that is intended to be shocking, sensational or gratuitous.

Explicit language

Frequent use of profane language throughout the video is not acceptable. Occasional or infrequent use of profanity is okay but explicit language will be closely reviewed for context and intent. Language that does not follow our content guidelines will be deemed unacceptable. Certain words or phrases may also be deemed unacceptable.

Controversial Issues and Sensitive Events

Our viewers come from diverse backgrounds and we want to respect everyone's views. Content that features controversial topics or sensitive events including, but not limited to, politics, terrorism, extremism, war, tragedies, or abuse of any kind is not suitable for Surf.

Misleading titles or images

We want our viewer's experience to be a positive one. Content that purposely misleads viewers either through titles or images will be sent back for revision or deemed unacceptable.

Copyright

Only submit videos that you made or are authorized to use. Do not use content that you do not own the copyright to. Content in violation of copyright law will not be accepted.

Impersonation

Content meant to impersonate another brand or person, or with the intention of misleading viewers about who the author is, will be deemed unacceptable.

The content guidelines explained above are subject to change at any time and without notice.