

TERMS AND CONDITIONS

THIS IS A LEGAL AGREEMENT BETWEEN YOU (“PUBLISHER” OR “ADVERTISER”) AND FEDRAX LDA (“POLLUX NETWORK” OR “POLLUX NETWORK PLATFORM”) STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR PARTICIPATION IN THE POLLUX NETWORK. PLEASE READ THIS POLLUX NETWORK AGREEMENT ("AGREEMENT") BEFORE PRESSING THE "SIGNUP" BUTTON AT THE BOTTOM OF THE SIGNUP PAGE. BY PRESSING "SIGNUP" YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PRESS "CANCEL" AND YOU WILL BE UNABLE TO PARTICIPATE ON THE POLLUX NETWORK.

DEFINITIONS

For the purposes of this Agreement, the parties agree that, when used capitalized herein, the following terms shall have the following meanings unless they are otherwise defined in this Agreement:

“Advertiser(s)” means one or more customers of Pollux Network which create the Advertising Material, and authorize Pollux Network as its intermediary to include it on the Publisher’s Website(s).

“Advertising Material” means the text, graphics, logos, designs, trademarks and copyrights for any type of advertising including, but not limited to banners, text ads, pop-ups and pop-unders created by an advertiser.

“Publisher(s)” means one or more customers of Pollux Network responsible for the distribution of online Advertising Material on its Website(s).

“Publisher’s Website(s)” means the space, including without limitation, homepage, website or e-mail, where the Publisher(s) incorporate or embed the Advertising Material.

“Pollux Network” means the advertising network owned and operated by Pollux Network LLC.

“Ad Serving Platform” describes the technology and service that places advertisements on Websites.

“Impressions” means the number of times Advertising Material is served to a person visiting the Publisher’s Website(s).

“Publisher Earnings” means the total revenue generated by the Publisher using the Advertising Materials less Pollux Network margin. Publisher earnings are based on the eCPM generated by the ad spot. Pollux Network margin remains at the sole and absolute discretion of Pollux Network.

“eCPM” means equivalent cost per thousand. eCPM is used on the Pollux Network to calculate the relative cost of an advertising campaign and estimates the cost / revenue per 1000 views of the ad.

“Publisher Earnings” means the total revenue generated by the Publisher using the Advertising Materials less Pollux Network margin. Publisher earnings are based on the eCPM generated by the ad spot. Pollux Network margin remains at the sole and absolute discretion of Pollux Network.

“Unique Click” means the number of times, as recorded by Pollux Network ad serving platform a user visiting Publisher's Website(s), as identified by IP address, clicks on Advertising Material. A click on Advertising Material by a particular visitor shall only be counted as a Unique Click once every 24-hour period.

“Administration Panel” means the interface provided by Pollux Network to clients (Publishers, Advertisers and Third Parties) in order to buy and sell traffic on the Pollux Network.

“Insertion Order” is a written authorization to display advertisement on Publisher’s Website(s).

CLAUSES

1 - OBJECT.

By virtue of this Agreement Advertiser(s) markets and advertises their goods and services using Advertising Material and Publisher(s) incorporates or embeds the Advertising Material into the Publisher’s Website(s) through Pollux Network. Users must be at least 18 years of age in order to create an account on Pollux Network.

2 - PUBLISHER ELIGIBLE WEBSITE(S).

2.1. Pollux Network reserves the right to approve or to deny the affiliation of a Publisher at any time. If not approved, Publisher shall not be entitled to the payment of the revenue displayed in its Administration Panel. The following are examples of Publisher’s Website(s) that are not eligible for participation on the Pollux Network:

- Websites which contain material that infringes the rights of others (including but not limited to copyright and other intellectual property rights) or which promotes copyright piracy.
- Websites with reference to illicit practices or shock human dignity: Contained with pornographic character staging minors; Contents making the apology of voluntary crimes to life, persons the integrity and sexual aggressions; Contents making the apology of the war crimes, crimes against humanity; Contents provoking discrimination, hate or violence towards a person or towards a group of persons at the rate of their origin or of the group they belong to (an ethnic group, a nation, a race or a religion). Any description will be automatically recorded and indicated to proper authorities.
- Websites that participate in or transmit inappropriate newsgroup postings or unsolicited e-mail (spam) - Websites promoting any type of illegal substance or activity (i.e., how to build a bomb, hacking, 'phreaking', etc.) - Websites with illegal, false or deceptive investment advice.
- Websites that provide incentives of any nature to require or encourage users to click on ad banners (i.e., charity, sweepstakes, etc.).
- Websites that use any means of artificially generating ad impressions or clicks, including thirdparty services such as paid-to-click, paid-to-surf, auto-surf, and click-exchange programs. These programs offer incentives for users to view web pages or click on ads, resulting in activity that is

HARMFUL TO OUR ADVERTISERS.

- Websites that are under construction or incomplete.
- Websites with extremely limited audiences or viewership (less than 50 unique visitors per day).
- Websites that contain any content violating US privacy laws.
- Websites generated through free blogging or free forum platforms.
- Websites with more than 6 ads per page, sites with more than 2 pop-ups and / or pop-unders, sites with more than 1 exit pop up (all ad networks or affiliate programs together).
- Website traffic minimum quality: should a spot not generate a single click in 10.000 impressions, it shall be paused for further review.
- Websites presenting no added value to the users.
- Publisher's Websites and content shall not violate any law, regulation, rule or custom or violate, infringe or misappropriate any person's or entity's rights, including without limitation any property or privacy rights, including intellectual property rights, such as copyrights, trademark rights or rights in name or likeness.

2.2. Pollux Network regularly checks Publishers Website(s). If Pollux Network determines that Publisher's Website(s) includes any forbidden content, Pollux Network may close Publisher's account without prior notification. In such a case, Publisher shall not be entitled to the payment of the revenue remaining in its Administration Panel. Ad refreshing, iframes, and bot traffic is strictly forbidden.

3 - SUB-PUBLISHERS.

Publishers who are operating a network with Sub-Publishers themselves hereby guarantee to communicate this Agreement to their Sub-Publishers and to monitor and enforce their compliance. Publishers will be held liable for the conduct of their Sub-Publishers.

4 - MISUSE.

4.1. Any form of misuse, i.e. procuring business transactions by unfair methods or inadmissible means that violate applicable law or this Agreement, is prohibited.

4.2. In particular, Publishers are prohibited from attempting to obtain commissions by procuring business transactions themselves or through a third person using the Advertising Material, tracking links and/or other technical aids provided to them in the context of the Pollux Network using one or several of the following methods:

4.2.1. Fraudulently pretending or faking business transactions, for example by entering third party data without authorization or by providing false or non-existing data when ordering goods or registering online;

4.2.2. Using Advertising Material that enables tracking although it is not displayed at all, not visibly or not in the manner and/or size stipulated by the Advertiser; or

4.2.3. Brand-Bidding.

4.3. Any form of misuse will lead to the blocking of the Publishers' accounts immediately. In this case Publishers may raise an objection (i.e. via letter, fax, e-mail) within a month in order to provide a statement and evidence that the chosen form of advertising has been in accordance with this Agreement. If the Publisher cannot confute the breach of this Agreement, Pollux Network will issue a notice of termination. In the event of termination, the Agreement will be wound up and liquidated pursuant to the stipulations of Clause 12 of this Agreement. The Publisher shall not be entitled to any remuneration.

4.4. Fraudulent Impressions. Any method to artificially and/or fraudulently inflate the volume of impressions or clicks is strictly forbidden. Counts of impressions or clicks will be decided solely on the basis of reports generated by Pollux Network Advertising Network. These prohibited methods include but are not limited to: framing an ad-banner's click-through destination, autospawning of browsers, running 'spiders' against the Publisher's own Website, automatic redirecting of users or any other technique of generating automatic or fraudulent (as determined by Pollux Network, acting reasonably, or based on industry practices) click-through and/or impressions. Advertising Material may not be placed on a page which reloads automatically. Publisher may not require users to click on Advertising Material prior to entering a Website or any area therein or provide incentives of any nature to encourage or require users to click on Advertising Material. Publisher's clicks-throughs of any link other than Pollux Network's Advertising Material, or use of any other means of artificially enhancing click results shall be a material breach of this Agreement, and upon such occurrence, Pollux Network may terminate this Agreement without prior notification. Such termination is at the sole discretion of Pollux Network and is not in lieu of any other remedy available at law or equity. Pollux Network's ad server will be the official counter for determining the number of Advertising Material delivered under and amounts payable under this Agreement.

For each case of intentional or negligent violation of the present provisions, the Publisher hereby undertakes to pay Pollux Network liquidated damages in each case in an amount to be determined at Pollux Network 's equitably exercised discretion and, in the event of dispute, in an amount to be reviewed by court. Each instance of violation shall be subject to liquidated damages in the maximum amount of the current balance of the Publisher Account. Pollux Network will not be deemed liable for any wrong doing undertaken by the Publisher.

5 - PUBLISHER PAYMENT.

5.1 Payments. Publisher payments are done bimonthly through Paypal (Net 15), Paxum (Net 15) or through Wire Transfer (Net 15). Payments are generated automatically by the Pollux Network platform. To receive a payment, Publishers must reach the minimum payout of 100 Euro. Pollux Network shall pay Publisher for Advertising Material actually delivered by Publisher to each of Publisher's Website(s) approved by Pollux Network.

5.2 Liability for Publisher's Revenue. Publisher understands and agrees that Pollux Network acts solely as a third party for the Advertisers; and that Pollux Network shall only be liable to Publisher for Publishers Revenue based on payments from Advertisers that it has received without restrictions that constitute immediately-available funds to Pollux Network. Publisher agrees that (i) Pollux Network shall have no liability or obligation to Publisher for payments due but unpaid from Advertisers; (ii) Publisher will only assert any claims therefore directly against the Advertisers; and(iii) Publisher shall hold Pollux Network harmless and indemnify it from any claims or liability related to such unpaid amounts. Pollux Network agrees to make every reasonable effort to bill, collect and clear payment from the Advertisers on a timely basis. Pollux Network, reserves the absolute right not to make any payments if the Publisher violates any of the terms and conditions set forth herein.

5.3 Other Expenses. Pollux Network assumes no responsibility for paying any income taxes, banking commissions or currency fees on behalf of Publisher. By participating in the Pollux Network, Publisher assumes complete and sole responsibility for any taxes, banking commissions or currency fees owed as a consequence thereof.

6 - ADVERTISING MATERIAL.

6.1. Pollux Network Javascript tag. Publisher(s) shall place the Pollux Network Javascript tag on all appropriate pages within its website(s). Publisher(s) shall not alter, sell or disclose the Pollux Network Javascript tag in any way without Pollux Network prior written consent. The Pollux Network Javascript tag for Advertising Material may not be used on a web page other than one located at an approved Website and may not be distributed or submitted to any newsgroup, email distribution list, chat room, guest books, or other location that hasn't been approved by Pollux Network.

6.2. Recording of Service Counts. Pollux Network has the sole responsibility for calculation of statistics, including Impressions, click-through rate, revenues, eCPM. CET Time shall be the time period for traffic and tracking purposes. Statistics shall be available to Publisher online in the Pollux Network Administration Panel. Publisher understands that Pollux Network 's online statistics may not be 100% accurate and that Pollux Network may make adjustments to Publisher's online statistics. In the event that coding on Publisher's Website(s) generates substantial number of erroneous impression due to a technical problem such as server malfunction, coding alteration or a mistake in entering code, Pollux Network reserves the right to withhold payment on all Impressions and clicks delivered by Publisher.

6.3. Volume of impressions. Pollux Network cannot guarantee any volume of traffic. Impressions can differ from one day to another following the performances of the site targeted.

6.4. Ad Serving Platform. Statistics of impressions and revenues will be provided by Pollux Network. Ad Serving Platform shall govern this Agreement.

7 - ADVERTISING BUDGET.

Advertiser must prepay its advertising budget through Paypal or wire transfer. Advertiser shall pay all charges in Euro, according to the currency set up in the Pollux Network Administration Panel. Charges are exclusive of taxes. Customer is responsible for paying all taxes, government charges, and reasonable expenses and attorneys fees Pollux Network incurs collecting late amounts. Charges are solely based on Pollux Network Ad Serving Platform measurements, unless otherwise agreed to in writing. Nothing in these Terms or an IO may obligate Pollux Network to do credit to any party. Advertiser acknowledges and agrees that any related billing and payment information that Advertiser provides to Pollux Network may be shared with companies who work on Pollux Network's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Pollux Network and servicing Advertiser's account. Pollux Network reserves the right to withhold deposit or charge Advertiser's account due to any breach of this Agreement by Advertiser.

8 - ADVERTISER REFUND POLICY.

Pollux Network strives to offer the best service possible to its clients. Once an Advertiser makes an initial deposit in the Pollux Network Ad serving platform, Advertiser has six (6) months from the last payment date to ask for a refund of the balance remaining on the account if he isn't satisfied with the Pollux Network and has remained in compliance with this Agreement and as long as the advertiser has a minimum amount of €200 in his account. As soon as an Advertiser makes a second deposit in the Pollux Network Ad serving platform, it is hereby understood that a refund will only be issued for a balance greater than €200. In either case, a processing fee of 10% will be deducted from the refund. Advertisers canceled / terminated by Pollux Network for violating these Terms are not entitled to a refund. Should an advertiser not log in to his account at least once during 365 days, Pollux Network will have the right to retain his remaining funds and temporarily deactivate the advertiser's account.

9 - AD SIZES.

300x250 (pixels), 315x300, 338x235, 250x250, 468x60, 728x90, 945x100, 120x600, 160x600, 180x1030, 240x480, 200x150, Pop-unders (full page), Interstitials (full page), text ads (with 10x10 thumb).

10 - PUBLICITY.

Pollux Network shall use the trade names or trademarks of Publishers, Advertisers or third parties without prior written approval from the party owning such name or mark.

11 - REPRESENTATIONS AND WARRANTIES.

11.1. Publisher(s) represents and warrants to Pollux Network that:

- All content, products, and services on the Publisher's Website(s) are legal to distribute, that it owns or has the legal right to use, and will not infringe, any and all copyrights, trademarks, patents or other proprietary rights;
- The Publisher's Website(s) do not, and will not during the term of this Agreement, contain any material described in Section 4 of this Agreement;
- The Publisher's Website(s) are free of any "worm", "virus", "malware" or other device that could impair or injure any person or entity;
- It is generally familiar with the nature of the Internet and will comply with all rules and regulations that may apply; and it will conduct its business in compliance with all applicable laws, rules and regulations;
- It has full legal power and authority under its organizational documents to enter into this Agreement and to perform the obligations contained herein; and the execution of this Agreement and the performance of its obligations by Publisher(s) will not conflict with or cause a breach or violation of any agreement, law, regulation or other obligation to which Publisher(s) is a party or subject; and
- The Publisher(s) must respect the prohibition of unsolicited advertisement ("Spam") when sending e-mails containing Advertising Material. Therefore, the consent of each and every recipient is to be obtained prior to sending e-mails; should Pollux Network so request, Publisher(s) must provide written evidence of such consent has been granted.

11.2. Advertiser(s) represents and warrants to Pollux Network that none of the advertising provided contains:

- Any material that consists of paraphilia or scatological activities;
- Any material that contain children or minors in adult or sexual situations;
- Any material that offers illegal products or services;
- Promotion of incentives for online activity to surf websites, click on ads, or any activity that artificially enhances website or advertiser metrics; - Promotion of violence, racial intolerance, or advocacy against any individual, group, or organization;
- Promotion of fake documents, copied material, or paper mills;
- Any unauthorized use of third party trademarks that either creates a likelihood of confusion that consumers will believe the products or services originated from the trademark owner, or is likely to dilute the value of a known trademark;
- Promotion of drugs or any related paraphernalia;
- Sales or offers of certain weapons, alcohol, tobacco or any related paraphernalia.

- Advertisements for electronic cigarettes are permitted but cannot contain tobacco;
- Promotion or any attempt to profit from human tragedy or suffering;
- Promotion of illegal activities that infringes on the rights of others;
- Any javascript popup messages;
- Any scripts that trigger a phone's vibration/audio function;
- Landing pages that link directly to the devices application store;
- Landing pages indicating that the user's phone is infected with a virus;
- Search Engine branded landing pages;
- Promotion of gambling or online betting that allows U.S. registrations. Any gaming advertisement must be pre-approved, meet a minimum monthly budget requirement, and block U.S. registrations using geo-location and other advanced risk controls. Removing U.S. from the registration field is not considered sufficient. If you would like to advertise a gaming service, please contact us at info[at]polluxnetwork.com and detail your services process for blocking U.S. registrations, and provide the expected monthly budget and planned geo-targeting;
- Any content that targets to children of age 18 and younger; and
- Any material that does not respect particular advertising rules added in the Administration Panel for specific Publisher's Website(s).

12 - TERMINATION; CANCELLATION.

12.1. Pollux Network may at any time, in its sole discretion, immediately terminate this Agreement, or cancel any Ad(s). Pollux Network will make commercially reasonable efforts to notify Advertiser(s), Publisher(s) and Third Parties via e-mail of any such termination or cancellation within a reasonable period of time.

Advertiser(s) may cancel any Ads and/or terminate this Agreement with or without cause at any time by deactivating a campaign in the Administration Panel.

Publisher(s) may cancel or terminate this Agreement by removing the Pollux Network Javascript Tag from the Publisher's Website(s).

12.2. If either party does not fulfill a material obligation defined in this Agreement, the other party has the right to terminate this Agreement sixty (60) days following written notice to the party in breach, provided that such material breach remains uncured, without prejudice of the right to claim the damages caused to the non-breaching party.

13 - CONFIDENTIALITY.

You agree not to disclose Pollux Network Confidential Information without Pollux Network's prior written consent. "Network Confidential Information" includes without limitation: (i) all Network software, technology, programming, technical specifications, materials, guidelines and documentation You learn, develop or obtain that relate to the Pollux Network; (ii) click-through rates or other statistics provided to You by Pollux Network; and (iii) any other information

designated in writing by Pollux Network as "confidential" or any designation to the same effect. Pollux Network Confidential Information does not include information that has become publicly known through no breach by You or Pollux Network, or information that has been (i) independently developed without access to Pollux Network Confidential Information, as evidenced in writing; (ii) rightfully received by You from a third party; or (iii) required to be disclosed by law or by a governmental authority.

14 - DATA PROTECTION.

14.1. Each party shall include conspicuously on its website(s), a privacy policy that describes how such party collects, uses, stores and discloses users' personal data if any is collected, including without limitation e-mail addresses, and instructs users how to opt-out of such practices. Publisher's privacy policy shall disclose that third party advertisers may place cookies on the browsers of visitors to Publisher's Website(s).

14.2. Each party warrants to the other that, during the term of this Agreement, it shall comply with all applicable rules and regulations (including but not limited to laws governing privacy, and data protection).

15 - INDEMNIFICATION. LIMITATION OF LIABILITY.

15.1. Indemnification. You agree to indemnify, defend and hold Pollux Network and its officers, directors, shareholders, successors, affiliates, employees, agents and representatives harmless from and against any and all costs, claims, demands, liabilities, expenses, losses, damages and attorney fees arising from any claims and lawsuits or proceeding for libel, slander, copyright, and trademark violation as well as all other claims resulting from (i) the participation on the Pollux Network, (ii) operation of the Publisher's Website(s) submitted to Pollux Network for participation on the Pollux Network or (iii) otherwise arising from a relationship with Pollux Network. You also agree to indemnify Pollux Network for any legal fees incurred by Pollux Network, acting reasonably, in investigating or enforcing its rights under this Agreement.

15.2. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL POLLUX NETWORK BE LIABLE TO PUBLISHER WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT POLLUX NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM ANY PROVISION OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. IN NO EVENT SHALL POLLUX NETWORK'S AGGREGATE

LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS EXCEED THE PAYMENTS TO THE PUBLISHER HEREUNDER.

16 - MODIFICATION.

16.1. Pollux Network reserves the right to amend these provisions of the present Agreement that are minor in scope or nature, and to do so without citing any reasons, provided such modifications do not lead to the Agreement as a whole being restructured. Pollux Network will communicate, by e-mail, the modified conditions at least two weeks prior to the Effective Date. Publishers who do not object in text form (letter, e-mail, fax) to the modification within four weeks after the receipt of the e-mail will be deemed to have accepted the respective modification. Pollux Network will specifically indicate the possibility of objecting to the modification and the consequences of the four-week deadline.

16.2. If the Publisher(s) objects to the new (modified) Terms, Pollux Network 's request to modify them will be deemed to have been rejected. The Agreement will then be continued without the proposed modification. The right of the parties to terminate their participation on the Pollux Network remains unaffected hereby. The possibility of terminating the Agreement will also be indicated specifically.

17 - NON-SOLICITATION.

During the term of this Agreement, and any renewal thereof, and for one (1) year after its termination for any reason, Advertiser agrees that it will not do business directly or indirectly with any Publisher listed on the Pollux Network, or directly or indirectly solicit or induce such Publisher to do business directly with the Advertiser. Advertiser understands and agrees that this prohibition is a key consideration and inducement for Pollux Network to enter into this Agreement with Advertiser, and to provide the services hereunder.

18 – DISPUTE RESOLUTION.

18.1. This Agreement shall be governed by and interpreted in accordance with the laws of Portugal.

18.2. For any matter related to the interpretation or execution of this Agreement, the parties expressly waive to submit to any courts which might have jurisdiction over the subject matter, and agree to submit to the sole competence and jurisdiction of the Funchal Courts.

19 - GENERAL PROVISIONS.

19.1. Force Majeure. Except for payment obligations, if either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a “Force Majeure Event”), such party’s performance shall be excused and the time for performance shall be extended accordingly provided that the party immediately takes all reasonably necessary steps to resume full performance. If such party remains unable to resume full performance fifteen (15) days after the Force Majeure Event, the other party may terminate this Agreement upon written notice.

19.2. Severability. Should any of the provisions of this Agreement be adjudged invalid or unenforceable by the rules and regulations of Portugal or a Portuguese court, such provisions shall be deemed severable from the remainder of this Agreement and not affect the validity or enforceability of the remainder of this Agreement. In that case, such provisions shall be changed and interpreted to achieve the purposes of those provisions as much as possible within the extent of relevant laws or judgment of the court.

19.3. Survival. Sections 12, 13, 14, 17 and 18 shall survive termination or expiration of this Agreement for any reason. All other rights and obligations of the parties under this Agreement shall expire upon termination of this Agreement, except that all payment obligations accrued hereunder prior to termination or expiration shall survive such termination.

19.4. Assignment. Neither party may assign, sublicense, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may, without the consent of the other party, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all its assets or stock, provided that the assignee shall assume in writing all rights and obligations under this Agreement.

19.5. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (including by internationally recognized commercial delivery service), and on the day the notice is sent when sent by verified facsimile, if the time of transmission is during recipient’s business day, or if not on the next business day thereafter, in each case to the respective parties at the addresses provided by them in writing. Either party may change its address by providing the other party with written notice of the change in accordance with this section.

19.6. Relationship of Parties. The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

19.7. Waiver. No delay or failure by either party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.

19.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, oral or written, with respect to the subject matter of this Agreement. The information and documents provided by Publisher(s) and Avertiser(s) to Pollux Network, as requested by the latest in order to enter the Agreement, shall be also considered as part of this Agreement. This Agreement may not be amended without the written consent of the parties.

19.9. Headings. The headings of the articles and paragraphs contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.

19.10. Construction. The parties acknowledge and agree that the Agreement has been jointly prepared and its provisions will not be construed more strictly against either party as a result of its participation in such preparation.

19.11. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

19.12. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19.13. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Pollux Network, Publisher(s) and/or Advertiser(s).