



Effective: May 2016

eEmotion, LLC.

TERMS AND CONDITIONS FOR ADVERTISERS

These present Terms and Conditions have the scope of a binding obligatory agreement between eEmotion, LLC and the Advertiser. Such agreement will be entirely enforced by the rules and clauses described below; prior to the following considerations:

1. www.eemotion.com, and affiliated Web Portals are a division and property of eEmotion, LLC, American privately held Company of the State of California, USA, for all intents and purposes, hereafter the Company.
2. The Company promotes its advertisements (Business and Premier Ads) exclusively through its authorized distributors in each country where the Company Web Portal is operating. The advertisers carry out the acquisition or purchase of the respective codes for editing and activating each type of advertisement through such authorized distributors, according to the mutual terms and obligations set forth below.
3. The Advertiser accepts and acknowledges the obligations that acquires through the present agreement, and which are described below. In this sense we recommend to read and bear in mind such obligations to ensure the normal development of the agreement.
4. It is fully understood and agreed that the Company and its Web Portal have media obligations, for being a platform which is not involved with the offers and negotiations between advertisers and users.
5. The Company is compromised with the protection of the global environment; that is the reason why the present binding agreement is designed. It is understood that such agreement, which is binding on the Advertiser, is subscribed and accepted as form the moment of editing and publication of the respective advertisement (Ad). In all cases and according to individual criterion, may the Advertiser fully and with no variation print the present text, as means of support during negotiations, to physically subscribe the present agreement before the authorized independent distributor, according to the obligations -set forth below- that each individual acknowledges and assumes.



I). PURPOSE

The code or codes required for the editing of the advertisements (Ads) (Business and Premier) in www.eemotion.com, are provided to the Advertiser by the Company through the authorized independent distributor. Such 2 provision occurs in the countries where the Web Portal is operating, in exchange for the price and/or value specified below. The site contains a step-by-step system from the introduction of the initial alpha numeric code; for the description, title, information, keywords and images; and depending on the type of advertisement picture gallery and video. Such site will be determined with private username and password that will allow the Advertiser to edit 99% of the advertisement as many times desired; according to the guidelines, possibilities and tools the system provides in each occasion. Such changes and editing will be displayed in real time.

After 48 hours from the activation, the name for the advertisement will be locked.

The advertiser could request the change of name to the Local Office. Name changes can only be made when they are spelling mistakes or typographical; no name changes allowed of a business to another. Advertisements (Ads) also have an active link to the advertiser's web site together with active buttons with a map (service provided by third parties) to send an email to the advertiser, to print or to send to a friend. In the case of Premiere advertisements (Ads) there is also a link to the picture catalog and video (service provided by third parties according to their own parameters.) The advertisements (Ads) are listed in a results page according to time of existence and/or placing ranking.

Premier advertisements (Ads) have highlighted banner images, Business advertisements (Ads) are listed according to time of existence and/or ranking.

There is a main page that leads to the results site; in this main page it is possible to search using keywords in a specific city and country. All of such are determined by the Advertiser. It is also possible to search using information such as address, telephone number, postcode/zip code, or entering the registered name of the advertiser. The position of an advertisement (Ad) in the results page will depend on the type of advertisement (Ad) and the position the Advertiser would like to give to such advertisement (Ad).

The contents and tools of each advertisement (Ad) will ultimately be available according to the disposal of the Company at each moment, this does not imply that a new feature has a greater cost for the Advertiser, except in particular cases, in which the Company shall expressly notify the Advertiser. To ensure the efficiency of the Web Portal, the Company will carry out the required maintenance, which may imply at a given moment, a restriction or an out-of-



service situation of such Web Portal; such cases shall by no means imply failure to comply on the part of the Company.

II). DURATION

For the term of duration of the present agreement, it is established that each code is valid for 90 (ninety) days as from the moment of editing; such period may be extended by the Advertiser by buying a brand new code.

III). OBLIGATIONS:

1. The Advertiser acknowledges the obligations that they acquire and in such sense, they accept the powers of the Company as regards irregular conducts contained within the present agreement, as well as conducts that may commonly be considered as reprehensible and/or harmful, not necessarily set forth. Such conducts may occur before the Company and/or its Web Portal, the users, advertisers themselves or the independent distributors. In such sense the advertiser acknowledges and accepts the following:

a). To pay the independent distributor the price for the editing of the Ad or Ads.

b). To report the Company of any improper conduct that they detect and that may affect them, originated by users, advertisers, independent distributor or third parties. For such purpose an email address is made available contacto@eemotion.com

c). TO RESPECT THAT THE KEYWORDS FOR THE ADVERTISEMENT/S STRICTLY CORRESPOND TO THE PRODUCT, SERVICE OR ACTIVITY OFFERED; EXPRESSLY UNDERTAKING NOT TO DISOBEY THIS RULE, WHICH IS FUNDAMENTAL FOR THE APPROPRIATE OPERATION OF THE WEB PORTAL. THEY ALSO UNDERTAKE NOT TO REPEAT SUCH BEHAVIOR. THE COMPANY MAY ESTABLISH, WITHOUT PRIOR NOTIFICATION; DISCIPLINARY ACTIONS FOR ADAPTATION AND EQUIVALENCE, AS PUNISHMENT IN EACH CASE, ACCORDING TO REPETITION. THE COMPANY EXPRESSLY WARNS THAT VIOLATION TO THIS RULE ELIMINATES THE POSSIBILITY OF INDEXING THE ADVERTISEMENT IN EXTERNAL WEB SEARCH ENGINES, THAT AS AN ADDED VALUE THE WEB PORTAL HAS OR MAY HAVE.

d). To respect copyrights as regards the contents, information, texts, photos, graphics, videos, music, sound, messages, links, and in general everything related to the advertisements or other material. To make sure that such content is by no means offensive, indecent, illegal, misleading, leading to damage and prejudice, defamatory, obscene and pornographic or in any way unacceptable. In such case, the offense will be complete responsibility of the individual or legal entity, in the place where such content was originated.



e). To safeguard their private username and password to prevent the inappropriate use of the site. Cases of misuse or malicious use are considered responsibility of the advertiser.

2. The means for editing the advertisements, with the tools and existing resources are provided by the Company to the advertiser. Such service will be provided under normal circumstances, including the required maintenance, which will be notified according to the technology available. Likewise, it is acknowledged that external matters to the Company, such as unforeseen circumstances or acts of nature, breaking of submarine transmission cables, natural disasters, and third parties actions, among others may prevent the normal operation of the Web Portal. In such cases, its functionality will be subject to third parties, without responsibility on the part of the Company. Both the Company and all the Web Portal users are equally subject to the Privacy Policy and Copyrights expressly set forth in such Web Portal. The Company is exclusively responsible for the provision of the service.

3. The independent distributors in the terms of their own obligations to the Company undertake to have the code/s for the editing of the Advertisement/s available before the Advertiser. The independent distributors will personally assume responsibility for additional services or products that they incorporate in their offer to the advertiser.

IV) PRICE

The Company sets the price of the Advertisements (Business, Premier, Promotional and Elite Class Ads), in the legal tender in each country where the Web Portal is operating.

The Advertiser shall directly negotiate with the authorized independent distributor, who for such effects shall personally present the respective bill to collect the money, check, tax bill or its equivalent in each country and city. Such check entitles the authorized independent distributor to receive the respective payment; in that sense, applicable tax and legal obligations, and withholdings are personal and exclusive responsibility of the authorized independent distributor, either as individual or corporate company.

To all service effect and purposes, the present agreement is subscribed with the Advertiser as from the moment of editing and publication of the Advertisement/s under the present terms and conditions and as legal jurisdiction in the State of its incorporation and/or its legal head office, mentioned above.