



Media Partner Agreement

Instant Expert Inc. (“Instant Expert”) integrates its platform with industry-specific software solutions. Instant Expert provides a limited number of media partners (“Media Partners” or “Media Partner”) with an opportunity to include their media content in the Instant Expert platform. These industry-specific Instant Expert platforms will facilitate the ability of Media Partners to direct and monitor marketing efforts. This Media Partner Agreement (the “Agreement”) memorializes the agreement with Instant Expert and Media Partner.

Request for Proposal

To participate, Media Partners will respond to Request for Proposals (RFPs) to use the Instant Expert media platform (the “Services”). Each Media Partner agrees to use the Instant Expert upload interface as required when responding to RFPs. The Media Partner is responsible for the content and accuracy of all uploaded content. Instant Expert will not be liable for any errors or omissions related to Media Partner advertising uploads.

Marketing Commission

Instant Expert does not charge a fee for the Services. Instead, Instant Expert requires each Media Partner to pay a three percent (3%) marketing commission based on total sales of your advertising packages. Each Media Partner will be invoiced for this fee on a quarterly basis.

Media Partner Standard of Conduct

In addition to the contractual provisions above, Media Partner further agrees to honor all terms described in its advertisements and to refrain from any “hidden” fees or “bait and switch” tactics. Media Partner acknowledges that Instant Expert will have decision-making authority as to any dispute between a Media Partner and industry-specific consumer. Instant Expert reserves the right to remove any Media Partner content that does not comply with best practices or is otherwise inconsistent with this Agreement.

Limitations of Services

The Services are subject to the following limitations:

- a. InstantExpert retains the right to refuse Services to any Media Partner at any time for any reason.
- b. Media Vendor acknowledges that the Services are provided on a shared server and agrees not to engage in any activity that could disrupt regular server functions.
- c. Media Vendor shall not include internet links to any content found on any other site.
- d. Media Vendor may not upload any packages that in any way promote or involve any of the following:
 - i. any infringement of copyright, trademark, patent, trade secret or other intellectual property right;
 - ii. nudity or pornography;
 - iii. content that exploits children under 18 years of age;

- iv. hate propaganda;
 - v. racist, threatening, or otherwise abusive content;
 - vi. the promotion or incitement of, or instruction for, the commission of illegal activities;
 - vii. mail fraud, multi-level marketing (pyramid) schemes or any other fraudulent activities; and
 - viii. content promoted through the sending of unsolicited e-mail (also known as spamming).
- e. Media Vendor agrees to assume full responsibility for all uploaded content associated with the Services, including copyrighted images or video used from third party companies.
 - f. Policies and Guidelines. Media Vendor agrees to abide by all policies or guidelines, together with any amendments thereto, set out, from time to time, by InstantExpert

Disclaimer of Warranties

MEDIA VENDOR'S USE OF THE SERVICES IS AT ITS SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INSTANT EXPERT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability

MEDIA VENDOR EXPRESSLY UNDERSTANDS AND AGREES THAT INSTANT EXPERT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF INSTANT EXPERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES.

Indemnity

Media Vendor agrees to indemnify and hold InstantExpert harmless from and against, and to reimburse InstantExpert with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees and costs of investigation) or every nature whatsoever incurred by InstantExpert by reason of or arising out of or in connection with (i) any breach of this Agreement by Media Vendor; (ii) any infringement of any copyright, trade-mark, patent, trade secret or any other intellectual propriety right of any party by Media Vendor content or activity related to the Services; or (iv) illegal, libelous, or defamatory content submitted by Media Vendor.

Termination

Either InstantExpert or Media Vendor may terminate this Agreement at any time upon providing five business days prior notice to the other party. Media Vendor agrees in case of voluntary or other termination to complete any pending transactions related to the Services. InstantExpert may terminate this Agreement, discontinue the Services and delete the Account at any time without notice to Media Vendor in any of the following circumstances: (a) Media Vendor violates any term of this Agreement, any municipal, provincial, state or federal laws or regulations, or any policy or guideline set out, from time to time, by InstantExpert anywhere on the site www.instantexpertonline.com; (b) Media Vendor engages in conduct that amounts to artificial inflation of Advertising Package deliverables that InstantExpert in its sole discretion believes is harmful or deceptive to

Members or other Partners, the business of InstantExpert or any third-party; (c) Media Vendor engages in conduct or posts material in the Account that InstantExpert in its sole discretion believes is harmful to other Partners, the business of InstantExpert or any third-party; and (d) InstantExpert receives any complaints regarding Media Vendor or the Site from any other Partners or Members or third parties. Following termination of this Agreement, for any reason, Media Vendor agrees not to use the Services or the Instant Expert site in any manner or for any reason.

Privacy Policy

This Agreement is subject to data collection and use policies of Instant Expert, outlined at <http://www.instantadexpert.com>

Entire Agreement

This Agreement constitutes the entire agreement between Media Vendor and Instant Expert and governs Media Vendor's use of Instant Expert's Services.

Governing Law and Forum

You agree that this Agreement shall be governed in all respects by the laws of the State of California, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Instant Expert must be resolved by a court located in Sacramento County, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Sacramento County, California for the purpose of litigating all such claims or disputes.

General

If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term.

If you have any questions regarding this Agreement, or any other general questions, please feel free to contact us by email at JimBonfield@InstantAdExpert.com or by mail at Instant Expert, Attn: Jim Bonfield/Business Development, 4745 Chippendale Drive, Sacramento, CA 95841, USA.