

BusyBloc Advertising Policy

Last Modified: March 26, 2024

This Advertising Policy (“**Advertising Policy**”) creates a binding contract between Common Area, LLC d/b/a BusyBloc, an Ohio limited liability company with offices located at 110 Polaris Parkway, Suite 301, Westerville, Ohio 43082 (“**BusyBloc**,” “**we**,” or “**us**”) and you, an advertiser (“**you**,” “**your**,” or “**Advertiser**”).

1. Advertising Services

BusyBloc provides an online advertising marketplace (the “**Advertising Services**”) on the BusyBloc online platform (the “**Online Platform**”), through which Advertisers may create an account, subject to BusyBloc’s approval, and request certain advertisements (“**Advertisements**”) be placed on white-labeled mobile applications (“**Customer Mobile Applications**”), which BusyBloc licenses to local and online communities (“**Customers**”) and makes available for download by individual members of Customer communities (“**End Users**”) for their use in online social communications, direct messaging, and such other functionality as BusyBloc makes available from time to time.

By using the Online Platform to propose an Advertisement, you are making an offer to purchase Advertising Services pursuant to the terms specified for the transaction on the Online Platform (including applicable fees, duration, placement location(s), etc.) and as limited by this Advertising Policy. BusyBloc is free to accept, decline, or rescind, at any time and in its sole discretion, any applications for Advertiser accounts and any Advertiser offers to place an Advertisement. If BusyBloc accepts your offer to place an Advertisement, it will notify you that the Advertisement has been approved. The date of such acceptance is the effective date of this Advertising Policy with respect to the transaction for the Advertisement. BusyBloc reserves the right to terminate any Advertisement at any time, in its sole discretion, effective upon notice to you, in which case you will be refunded any pre-paid amounts that were not earned prior to the effective date of termination; provided, however, that if BusyBloc terminates an Advertisement due to your violation of this Advertising Policy, no refund will be provided and BusyBloc may pursue any rights or remedies provided hereunder or otherwise available by law.

2. Content Standards for Advertisements

All Advertisements must comply with the following content standards. You understand and acknowledge that you are responsible for any Advertisements you submit or contribute, and you, not BusyBloc, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any Advertisements posted by you or any other user of the Customer Mobile Application.

a) Compliance with law

Advertisements must comply with all applicable federal, state, local and international laws and regulations. Advertisements that are “Endorsements,” as defined under the Federal

Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (the "Endorsement Guides"), 16 CFR Part 255, shall comply with the Endorsement Guides, which are available at: <https://www.ftc.gov/news-events/news/press-releases/2023/06/federal-trade-commission-announces-updated-advertising-guides-combat-deceptive-reviews-endorsements>.

Without limiting the foregoing, you represent, warrant, and covenant that any Advertisements you submit for placement will not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Advertising Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

b) Regulated Industries and Sensitive Topics

BusyBloc excludes advertising involving certain regulated industries and sensitive topics. You represent, warrant, and covenant that any Advertisements you submit for placement will not feature, depict, include, or promote:

- Political candidates or issues;
- Religious groups, movements, or messages;
- Alcohol;

- Tobacco;
- Marijuana;
- Illegal drugs or any kind; or
- Weapons, weapon modification accessories, ammunition, explosives, or any products or services related to or promoting the use of the foregoing.

c) *Minors*

BusyBloc excludes advertising that is specifically directed to users who are under the age of 18. You represent, warrant, and covenant that any Advertisements you submit for approval or placement will not feature, depict, include, or promote products or services specifically directed to persons under the age of 18.

3. **Intellectual Property**

Any Advertisement you post to the site will be considered non-confidential and non-proprietary. By providing any Advertisement, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for the purpose of serving your Advertisement. When you submit an Advertisement, you represent and warrant that you own or control all rights in and to the Advertisements and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.

BusyBloc is the exclusive owner of all right, title and interest in and to the Advertising Services, all software, databases and other aspects and technologies related to the Advertising Services, any enhancements thereto. Advertiser may not use the Advertising Services except pursuant to the limited rights expressly granted in this Advertising Policy.

4. **Security**

Advertisements must not jeopardize the security of BusyBloc, its Customers, or End Users. Without limiting the foregoing, you represent, warrant, and covenant that you will not:

- Use the Advertising Services or the Online Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Advertising Services, including their ability to engage in real time activities through the Advertising Services.
- Use any robot, spider or other automatic device, process or means to access the Advertising Services or any Customer or End User's computer system for any purpose, including monitoring or copying any of the material on these systems.

- Use any manual process to monitor or copy any of the material made available through the Online Platform or the Advertising Services, or for any other purpose not expressly authorized in this Advertising Policy, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Advertising Services.
- Introduce any viruses, malware, trojan horses, worms, logic bombs or other material which is malicious or harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Advertising Services, the server on which the Advertising Services are stored or operate, or any server, computer or database connected to the Advertising Services.
- Attack the Advertising Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Advertising Services, a Customer Mobile Application, or the Online Platform.

5. Privacy

All Advertisements must safeguard the privacy of any person or household who visit them. Advertisements, in text or graphical form, may display offers relevant to the context of the Customer Mobile Application in which it is placed. For example, advertising offers for household cleaning products, home delivery services, or businesses in the same geographic area as the Customer or End-User. You may also include your contact information in the Advertisement and, if you wish, may include non-misleading and clearly identified hyperlinks enabling users to visit a website of your control and which is governed by your own privacy policy. However, you may not utilize cookies, web beacons, or similar technologies to collect or track information of users on the Customer Mobile Application.

Without limiting the foregoing, you represent, warrant, and covenant that any Advertisements you submit for placement will not include or otherwise utilize or work in connection with cookies, web beacons, pixels, scripts, tags or similar technologies used to collect information from users while visiting the Customer Mobile Application, track a user's use of the Customer Mobile Application, track a user's browsing history, or support behavioral advertising.

6. Payment of Fees.

In exchange for Advertiser's access to the Advertising Services, Advertiser shall pay fees to BusyBloc in an amount to be determined through the Online Platform. Advertiser shall pay BusyBloc such fees without offset or deduction. Advertiser shall make all payments hereunder in US dollars. If Advertiser fails to make any payment when due, without

limiting BusyBloc's other rights and remedies: (i) BusyBloc may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Advertiser shall reimburse BusyBloc for all costs incurred by BusyBloc in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 10 days or more, BusyBloc may suspend Advertiser's account or access to any portion or all of the Services until such amounts are paid in full.

7. Changes to the Advertising Policy

We may revise and update this Advertising Policy from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Advertising Services thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change as provided herein. Your continued use of the Advertising Services following the posting of revised Advertising Policy means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

8. Monitoring and Enforcement; Termination

We have the right to:

- Remove, rescind or refuse to post any Advertisements for any or no reason in our sole discretion.
- Take any action with respect to any Advertisement that we deem necessary or appropriate in our sole discretion, including if we believe that such Advertisement violates the Advertising Policy, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of End Users or the public or could create liability for BusyBloc.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Advertising Services.
- Terminate or suspend your access to all or part of the Advertising Services for any or no reason, including without limitation, any violation of this Advertising Policy.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Advertising Services. YOU WAIVE AND HOLD HARMLESS BUSYBLOC AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM

ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Customer Mobile Application and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Changes to the Online Platform

The functionality of the Online Platform and the Advertising Services may change from time to time, and its content is not necessarily complete or up-to-date. Any of the material on the Online Platform may be out of date at any given time, and we are under no obligation to update such material.

10. Disclaimer of Warranties

YOUR USE OF THE ADVERTISING SERVICES IS AT YOUR OWN RISK. THE ADVERTISING SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE ADVERTISING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BUSYBLOC NOR ANY PERSON ASSOCIATED WITH BUSYBLOC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE ADVERTISING SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER BUSYBLOC NOR ANYONE ASSOCIATED WITH BUSYBLOC REPRESENTS OR WARRANTS THAT THE ADVERTISING SERVICES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE ADVERTISING SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE CUSTOMER MOBILE APPLICATION OR ANY SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE CUSTOMER MOBILE APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE ADVERTISING SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

BUSYBLOC HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BUSYBLOC AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO BUSYBLOC FOR THE APPLICABLE CONTENT, PRODUCT, OR SERVICE IN THE LAST 12 MONTHS OUT OF WHICH LIABILITY AROSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Indemnification

You agree to defend, indemnify and hold harmless BusyBloc, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Advertising Policy, your use of the Advertising Services, including, but not limited to, your Advertisements, other than as expressly authorized in this Advertising Policy, your use of any information obtained from the Advertising Services, or any website linked to an Advertisement that you place through the Advertising Services.

13. Governing Law and Jurisdiction

All matters relating to the Customer Mobile Application and this Advertising Policy, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, this Advertising Policy or the Advertising Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio, in each case located in the City of Columbus. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14. Arbitration

At BusyBloc's sole discretion, it may require you to submit any disputes arising from this Advertising Policy or use of the Advertising Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to

final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law.

15. Limitation on Time to File Claims

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS ADVERTISING POLICY OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Waiver and Severability

No waiver of by BusyBloc of any term or condition set forth in this Advertising Policy shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of BusyBloc to assert a right or provision under this Advertising Policy shall not constitute a waiver of such right or provision.

If any provision of this Advertising Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Advertising Policy will continue in full force and effect.

17. Entire Agreement

The Advertising Policy, any Advertising Agreement that incorporates it by reference, and other corporate written agreements executed by both you and BusyBloc, constitute the sole and entire agreement between you and BusyBloc with respect to Advisement on the Customer Mobile Application and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Customer Mobile Application.

18. Changes to Our Advertising Policy

We may update this Advertising Policy from time to time. The updated version will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. If we make material changes to this Advertising Policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this Advertising Policy frequently to be informed of how we are protecting your information.

Contact Information

To ask questions or to make a request related to this Advertising Policy, you may contact us by email at info@busybloc.com, or through the Online Platform.