

## Impulse Screen Media (ISM) Terms of Service

**1. Welcome to ISM!** Thanks for your interest in our co-incidence advertising service (the “Service”)! By using our Service, you agree to these terms (the “Agreement”). Please read the Agreement carefully. As used in the Agreement, “you” means the individual or entity using the Service (and/or any individual, entity or successor entity, agency or network acting on your behalf), “we,” “us” or “ISM” means Impulse Screen Media (and/or any individual, entity or successor entity, agency or network acting on our behalf) and the “parties” means you and ISM.

**2. Access to the Service; ISM Accounts.** Your use of the Service is subject to the creation and our approval of an ISM account (an “Account”). We have the right to refuse or limit your access to the Service. By submitting an application to use the Service, if you are an individual, you represent that you are at least 18 years of age. You may only have one Account.

**3. Using our Service.** You may use our Service only as permitted by this Agreement and any applicable laws. Don’t misuse our Service. For example, don’t interfere with our Service or try to access it using a method other than the interface and the instructions that we provide.

**4. Changes to our Service; Changes to the Agreement.** We are constantly changing and improving our Services. We may add or remove functionalities or features of the Service at any time, and we may suspend or stop a functionality or the Service. We may modify the Agreement at any time. Changes will not apply retroactively. However, changes addressing new functions for the Service or changes made for legal reasons will be effective immediately. If you don’t agree to any modified terms in the Agreement, you’ll have to stop using the Service.

**5. Intellectual Property; Brand Features.** Other than as set out expressly in the Agreement, neither party will acquire any right, title or interest in any intellectual property rights belonging to the other party or to the other party’s licensors. If ISM provides you with software in connection with the Service, we grant you a non-exclusive, non-sub-licensable license for use of such software. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by ISM, in the manner permitted by the Agreement. You may not copy, modify, distribute, sell, or lease any part of our Service or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. We may revoke this license at any time. We may include your name and Brand Features in our presentations, marketing materials, customer lists and financial reports and we grant you a reciprocal non-exclusive, non-sub-licensable license to use ISM’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features (“Brand Features”) solely in connection with your use of the Service and in accordance with the Agreement. The rights for certain content available for viewing on the ISM Site, such as Promotional Content, TV commercials and related images, are owned by the advertiser displayed on the same page. Such content is displayed in accordance with our copy-write policy

**6. Confidentiality.** You agree not to disclose ISM Confidential Information without our prior written consent. “ISM Confidential Information” includes: (a) all ISM software, technology and documentation relating to the Service; (b) statistics relating to Property performance as pertaining to the Services; (c) the existence of, and information about, beta features in the Service; and (d) any other information made available by ISM that is marked confidential or would normally be considered confidential under the circumstances in which it is presented. ISM Confidential Information does not include information that you already knew prior to your use of the Service, that becomes public through no fault of yours, that was independently developed by you, or that was lawfully given to you by a third party.

**7. Termination.** You may terminate the Agreement at any time by writing to us at ISM or emailing [contact@impulsescreen.com](mailto:contact@impulsescreen.com). The Agreement will be considered terminated within 10 business days of ISM receipt of your notice. ISM may at any time terminate the Agreement, or suspend or terminate the participation of any Property in the Service for any reason.