



**THOUGHT  
PROCESS  
ENTERPRISES**

Client: Plum Borough School District  
Address: 900 Elicker Road  
Plum, PA 15239  
Email: \_\_\_\_\_

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

THIS AGREEMENT ("Agreement") is made and entered into to be effective as of \_\_\_\_\_ ("Effective Date"), by and between **Plum Borough School District** (hereinafter referred to as "Client") and Thought Process Enterprises (hereinafter referred to as "TPE"), either referred to as "Party."

**WITNESSETH:**

1. **CLIENT OBLIGATIONS:** Client agrees to participate as a publisher in the EDGEclick network being administered by TPE, and agrees to the terms of the PUBLISHER'S AGREEMENT (Attached).
2. **TPE OBLIGATIONS:** TPE will administer the above mentioned advertising network, pursuant to the terms of the PUBLISHER'S AGREEMENT (Attached). This includes but is not limited to soliciting advertisers and paying client commission on all impressions served on the client's website.
3. **ADVERTISING REVENUE COMPENSATION:** TPE will compensate client at the rate of 50% of all gross revenue produced by advertising impressions served on client's website.
4. **REFERRAL COMPENSATION:** Client will receive 5% of any advertising revenue directly referred to TPE through the network subject to the terms of the PUBLISHER AGREEMENT (Attached)
5. **TERM:** This Agreement shall be in effect from signature date through 12/31/18. Agreement shall continue indefinitely after 12/31/18 until cancelled by either Party upon ninety (90) days prior written notice, or until superseded by a new agreement.
6. **DISPUTES:** The Parties agree that this Agreement is entered into in the Commonwealth of Pennsylvania, and shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Any dispute arising out of, or relating to this Agreement, or the breach thereof, shall be brought in the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania.

Client affirms that it has read this Agreement in its entirety and agrees to the terms and conditions contained herein. Client Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Thought Process Enterprises**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Client**

By: \_\_\_\_\_  
Name: Kevin Dowdell  
Title: School Board President  
Date: \_\_\_\_\_

# PUBLISHER AGREEMENT

## 1. The EDGEclick Network

**1.1 Membership for Websites.** Membership in the Network is limited to the official Website(s) of Pennsylvania School Districts. TPE reserves the right to request updated content and technology information at any time after the approval of a Website(s) and Publisher agrees to respond to such request within five (5) business days.

**1.2 Services.** Publisher understands and agrees that from time to time the EDGEclick websites may be inaccessible, unavailable or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which TPE may undertake from time to time; or (iii) causes beyond the control of TPE or which are not reasonably foreseeable by TPE, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion, or other failures. While TPE will attempt to provide access to the EDGEclick websites on a continuous basis, Publisher acknowledges and agrees that TPE has no control over the availability of the EDGEclick websites on a continuous or uninterrupted basis and any failure resulting from technical difficulties does not represent a failure by TPE to meet its obligations of this Agreement. Publisher also understands and agrees that TPE is not responsible for the functionality of any third-party website or interface. Terms of this Agreement are subject to TPE hardware, software, and bandwidth traffic limitations. TPE reserves the right to discontinue offering any of the functions on the EDGEclick websites at any time. Except as otherwise specified by TPE, Publisher agrees that it will direct all communications relating to any EDGEclick Website, Ad, Advertiser, or its participation therein directly to TPE and not to any other entity.

## 2. Ad Content and Placement

**2.1 Compliance with Industry Standards.** Publisher agrees to undertake and place Ads in compliance with this Agreement, the Interactive Advertising Bureau Guidelines, Standards and Best Practices. Publisher shall position the Ads in such a manner to assure that they are fully and clearly visible to consumers and displayed in a similar manner as other advertisers included in the Media Site. Industry Standard ad sizes that will be available to Publisher included Leaderboard (728x90 pixels), Box (300x250 pixels), and Skyscraper (160x600 pixels).

**2.2 No Modifications to Ads or Network IP.** Except as permitted under this Agreement, Publisher shall not alter, copy, modify, take, sell, re-use, or divulge in any manner any Creative or Network IP without TPE's prior written consent and any approved modifications shall be owned solely by TPE. Publisher shall not copy Ads and display them directly from a Media Site(s); redirect traffic to a Media Site(s) other than a Media Site(s) specified in writing by TPE or ask Users to take advantage of other advertisements or offers other than those provided by TPE or Advertiser. Any EDGEclick Ad that is copied, changed, or altered without prior written approval by TPE will result in non-payment for the campaign and may result in termination.

**2.3 Requirements for Conventional Websites.** Publishers of Conventional Websites shall be solely responsible for placing advertising tags on district websites, which placement shall be subject to the terms and conditions of this Agreement. All Ads must be placed above the fold or within 1,000 pixels of the top of the web page, and no more than two (2) ads may be placed on the same page. Ads may not be hidden or require any type of visitor interaction to become visible on any media.

**2.4 Mobile "Responsive" Website Designs.** Ad tags placed on websites that are mobile responsive must remain viewable, without user interaction, across all forms of media, per item 2.3. Ads may not be placed in containers that become hidden or require user interaction to become viewable on smart phones or tablets. Final discretion on whether ad tag placements are in compliance with this requirement rests solely with EDGEclick and EDGEclick reserves the right to restrict the serving of paid advertisements to any insertions that do not meet this requirement.

**2.5 Default Ads.** Publisher acknowledges and agrees that TPE may not be able to fill one hundred percent (100%) of inventory with paying Ads. In that instance, TPE may serve advertising for the network (i.e. an advertisement that says "advertise here"). Under no circumstances does TPE guarantee to provide any percent fill of paid Ads to a Media Site.

## **2.6 Prohibited Content.**

The following guidelines identify creative content that will not be permitted to run on the network at all. This would include both the advertisements themselves as well as the sites being linked to through the advertisements.

**Illegal Content:** Content that promotes, explicitly or implicitly, any type of illegal activity

**Violence:** Content that depicts or promotes violence toward a human being, domesticated animal, or livestock. Any gore or blood from a human or animal would be prohibited.

**Casino:** Any content that advertises or references casinos, casino products or any other form of gambling, including online gambling.

**Adult:** Any content that contains nudity or adult content

**Provocative:** Bathing suits that reveal inappropriate body parts and lingerie. Images of people in positions or activities that is excessively suggestive or sexual. Text or creative themes that reference sexual behavior.

**Profanity:** Any content containing profane language or imagery

**Alcohol/Tobacco:** Any creative that mentions or pictures alcohol and tobacco even those that do not explicitly promote the consumption, use or purchase of alcohol or tobacco products.

**Dating Services:** Online dating services or personal listing content.

**Political/Controversial:** Political candidates, organizations or initiatives. Controversial issues such as abortion rights, religion, alternative lifestyles and other “hot button” issues.

## 2.7 Technical Ad Guidelines

The following types of content will be prohibited on the network:

**Audio:** Audio that plays automatically or is user-initiated. Instream videos will not be flagged for audio content.

**Software Downloads:** Advertisers running campaigns advertising a software download.

**Landing Pages:** A landing page may not spawn pop-up/popunder windows to the user whether served directly or indirectly by the advertiser. All landing pages must click-through and open in a new window.

**Extreme Animation:** Any creative that shakes, flashes, blinks or has any dizzying animation that takes over 1/10 of the ad unit’s surface area.

**Expandable Creative:** Any creative that expands or changes shape outside of its default ad size. Take Over (DHTML): Ads that “float” on the page.

**In-banner Video:** Video that plays automatically or is userinitiated within a regular banner ad.

**Multiple Advertisers:** An ad tag or campaign that rotates or contains more than one advertiser.

**Interactive Content:** Any creative that requires the user to click multiple times or perform more than a single click action to open the landing page. This is typically in the form of “mouse-over” actions that allow the user to interact with the creative without clicking on the content. This also includes creatives that have mini games, mini browsers or forms.

- Creative cannot spawn a new window at any time without user interaction.
- Creative cannot spawn an exit window when the current window is closed.
- Creative may not install or attempt to download any software. The landing page may not install or attempt to download any software without the user’s consent, knowledge, and/or interaction.
- The use of ‘Focus’ commands that bring a pop-under ad to the current focus is not allowed.

## **2.8 Publisher's Right of First Refusal**

In addition to the above guidelines, Publisher will also have the right of first refusal to ANY advertiser or advertisement to be served through the network. Publisher will be notified by TPE a minimum of 72 business hours before new advertisers or advertisements are added to the network to allow for ad approval. Publisher may also “un-approve” an advertisement at any time by contacting EDGEclick.

## **3. Network Quality**

Any Publisher that commits fraudulent activities, including false clicks, false impressions, or incentivized clicks, will have their accounts permanently removed from the Network and shall not be compensated for fraudulent traffic as determined by TPE in its sole but reasonable discretion. For Conventional Websites, all Creatives must be served from a TPE server or through a TPE approved 3rd-party-hosted server. Stored images that are loaded from a different location will not count towards any statistic or payment.

## **4. Proprietary Rights**

**4.1 Intellectual Property Ownership.** Subject to the limited licenses granted to TPE and Publisher herein, each party shall own and shall retain all right, title and interest in its Intellectual Property. Except as provided in this Agreement, neither party may distribute, sell, reproduce, publish, display, perform, prepare derivative works or otherwise use any of the Intellectual Property of the other party without the express prior written consent of such party.

**4.2 Data Ownership.** Publisher understands that all data, including, but not limited to personally identifiable information provided by Users in response to an Ad and/or any or all reports, results, and/or information created, compiled, analyzed and/or derived by TPE is the sole and exclusive property of Advertiser and/or TPE and is considered Confidential Information pursuant to this Agreement. TPE and/or its Advertisers, in their sole discretion, shall have the right to use, market, and re-market the User(s) and/or data without further obligation to Publisher. Publisher shall not make any use of, copy, make derivative works from, sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner, such data or information, or any portion thereof, to any third-party nor benefit any third party, including without limitation, any such data or information for purposes of enhancing a User's profile. Unless otherwise agreed to in writing by the parties, any other use of such data or information is strictly prohibited. Publisher shall not transfer to TPE any PII or any other User information subject to an opt-in approval by the User if such User has not granted Publisher the right to share such information with third parties.

## 5. Representations and Warranties

**5.1 Publisher Responsibility.** The parties hereby acknowledge that Publisher is solely responsible for the method of dissemination of the Ad campaigns and that TPE will not have any control over the method of dissemination and is relying entirely on these warranties made by Publisher. Publisher further expressly agrees that it owns or has appropriate license to the content on its Media Sites.

**5.2 Warranties.** Publisher represents, warrants, covenants and acknowledges that (i) it will provide and maintain the resources, personnel and facilities suitable to perform its obligations under the Agreement; (ii) for Websites, it will comply with all applicable federal, state and local laws and regulations including, without limitation, laws relating to advertising, the internet, privacy and unfair business practices; (iii) it will not engage in Prohibited Conduct; (iv) that Publisher is either an entity or at least 18 years of age on the effective date of this Agreement; and (v) that TPE does not make any specific or implied promises as to the successful outcome of any Ad or campaign.

**5.3 Mutual Warranties.** Each party represents and warrants to the other that (i) it has the full right, power, legal capacity, and authority to enter into, deliver and fully perform under this Agreement; (ii) neither the execution, delivery, nor performance of this Agreement will result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which such party is bound; and (iii) such party acknowledges that the other party makes no representations, warranties, or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

## 6. Privacy

Internet consumer privacy is of paramount importance to TPE and its Advertisers. TPE is committed to protecting the privacy of Users, consumers, and Advertisers, and to do its part to maintain the integrity of the internet. Publisher therefore affirms and attests that it will adhere to fair information collection practices with respect to its performance under this Agreement.

## 7. Payment

**7.1 Payment Rate and Terms.** TPE reserves the right to set Ad campaign rates, which may vary with market conditions. Publisher will be paid monthly. Payments will be issued on the 20<sup>th</sup> of the month or first business day thereafter, and will include payment for all advertising impressions served during the previous calendar month.

**7.2 Additional Payment Terms.** Publisher shall not invoice TPE; all Publisher invoices will be discarded. Publishers will be paid at the account level. All accounts will be settled in US dollars. No payment will be issued for any amount less than \$25 ("**Minimum Payment Threshold**"). All unpaid earnings will rollover to the next pay period.

**7.3 Calculation.** Calculation of Publisher earnings, including Impressions and click through numbers, shall be in TPE's sole discretion. In the event Publisher disagrees with any such calculation, Publisher shall immediately send a written request to TPE detailing, with specificity, Publisher's concerns. Thereafter, TPE will provide Publisher with an explanation or, if such calculations are determined by TPE to be incorrect, an adjustment. TPE's calculations shall be final and binding

## **8. Referral Program**

**8.1 New Advertiser.** If Publisher refers a new advertiser to the network, publisher will receive a 5% commission on said advertisers spend across the entire network. A "new advertiser" would be defined as an advertiser that is not already in some stage of the sales process with TPE's sales staff. Advertiser must contract for a total of at least \$5,000 and at least 50% of their spend must be on districts other than the referring district to qualify for referral payment.

**8.2 Termination from Referral Program.** TPE reserves the right to terminate a Publisher's referral program at any time for any reason, including but not limited to fraudulent and/or questionable activity.

## **9. Indemnity**

Publisher is solely responsible for any legal liability arising out of or relating to (i) Publisher's Media Site(s), (ii) any material to which Users can link through on a Media Site, and/or (iii) any consumer and/or governmental/regulatory complaint arising out of any promotion conducted by Publisher, including but not limited to any spam or fraud complaint and/or any complaint relating to failure to have proper permission to conduct such promotion to Users. Publisher shall indemnify, defend, and hold harmless TPE and its officers, directors, employees, agents, partners, affiliates, representatives, agents and Advertisers (collectively "**TPE Parties**") harmless from and against any and all allegations, claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including without limitation reasonable attorneys' fees including in-house counsel time, court costs and witness fees) (collectively "**Losses**") incurred by, or imposed or asserted against, the TPE Parties which, if true, would constitute or relate to any claims, suits, or proceedings for (i) libel, defamation, violation of rights of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third-party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Media Site(s); (ii) any breach by Publisher of any duty, representation or warranty under this Agreement; (iii) any breach by TPE of any duty, representation, or warranty to provide Ad(s) for placement on the Media Site(s) due to any breach by Publisher of this Agreement; (iv) a contaminated file, virus, worm, or Trojan horse originating from the Site(s); or (v) gross negligence or willful misconduct by Publisher.

## **10. Limitations of Warranties and Liability**

**10.1 Disclaimer of Warranties.** THE NETWORK AND ALL SERVICES PROVIDED BY TPE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TPE MAKES NO WARRANTIES, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. TPE IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL.

**10.2 Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL TPE BE LIABLE TO PUBLISHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF TPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED HEREIN. IN NO EVENT SHALL TPE'S TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED THE LESSER OF THE SPECIFIC ADVERTISING CAMPAIGN IN QUESTION OR TEN THOUSAND DOLLARS (\$10,000.00). REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST TPE MORE THAN ONE (1) YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE.

**10.3 Consideration.** PUBLISHER ACKNOWLEDGES THAT TPE HAS AGREED TO PRICING IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THESE CONSIDERATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. PUBLISHER AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## **11. Term**

This Agreement shall be in effect from signature date through 12/31/18. Agreement shall continue indefinitely after 12/31/18 until cancelled by either Party upon ninety (90) days prior written notice, or until superseded by a new agreement.



## **12. Confidentiality**

Each party agrees that it may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party or that is reasonably understood to be proprietary and/or confidential ("**Confidential Information**"). TPE's Ad campaign rates are considered confidential. Each party may use Confidential Information received from the other party only in connection with and to further the purposes of this Agreement. Confidential Information shall not be commingled with information or materials of others and any copies shall be strictly controlled. The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of and to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated confidential by a party) information: (i) that is or becomes part of the public domain through no act or omission of the receiving party; (ii) that is lawfully received by the receiving party from a third-party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty; or (iii) that the receiving party had in its possession prior to the date of this Agreement. Upon termination of this Agreement, or upon written request by TPE, Publisher must destroy or return to TPE any Confidential Information provided by TPE under this Agreement.

## **13. Choice of Law and Attorneys' Fees**

This Agreement is governed by the laws of the State of Pennsylvania (USA).

## **14. Entire Agreement and Modification**

This Agreement, the Publisher Guidelines, contains the entire understanding of the parties and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by a written instrument signed by the parties.

## **15. Notice**

Except as provided elsewhere herein, both parties must send all notices relating to this Agreement to (i) for TPE, via registered mail, return receipt requested or via an internationally recognized express mail carrier to: PO Box 576, Ellwood City, PA 16117 and, (ii) for Publisher at the email or physical address listed on its account.

## **16. Independent Contractors**

Each party is an independent contractor. Any intention to create a joint venture or partnership between the parties is expressly disclaimed. Except as set forth herein, neither party is authorized or empowered to obligate the other or to incur any costs on behalf of the other without the other party's prior written consent.

## **17. Marketing**

Publisher shall not release any information regarding Ad campaigns, Creatives, or Publisher's relationship with TPE or its Advertisers, including, without limitation, in press releases or promotional or merchandising materials, without the prior written consent of TPE. TPE shall have the right to reference and refer to its relationship with Publisher for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual written consent of TPE and Publisher.

## **18. Force Majeure**

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of internet service providers, default due to internet disruption (including without limitation denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

## **19. Survival and Severability**

Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening. Each party acknowledges that the provisions of the Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. All provisions are inserted conditionally on their being valid in law. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to the Agreement, then (i) such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

## **20. Remedies and Waiver**

Except as otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the party may possess at law or in equity. Failure of either party to require strict performance by the other party of any provision shall not affect the first party's right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

## Exhibit A

### Definition of Terms

"**Ad**" or "**Creative**" means the graphic, file(s) provided by TPE to Publisher to be displayed by Publisher on behalf of Advertiser and/or TPE.

"**Conventional Website**" means a virtual location on the internet that is designated by a unique URL that is under the control of Publisher except for Mobile Websites or Mobile Applications. A Conventional Website may be made up of one or more web pages and may be accessed by a User on a Compatible Device.

"**Impressions**" means the number of times an Ad is served to, and received by, a User on a Media Site as measured by TPE.

"**Intellectual Property**" means trade names, logos, trademarks, service marks, trade dress, internet domain names, copyrights, patents, trade secrets, knowhow and proprietary technology, including, without limitation, those trade names, logos, trademarks, service marks, trade dress, copyrights, patents, testimonials, endorsements, know how, trade secrets and proprietary technology currently used by a party or which may be developed and/or used by it in the future.

"**Media Sites**" means the aggregate of Conventional Websites under the control of Publisher.

"**Network**" means the aggregate of third party Websites and Properties that display TPE's Ads.

"**Network IP**" means the Ads, TPE Code and/or source code, and other Intellectual Property made available to Publisher in connection with its performance under this Agreement.

"**PII**" means personally identifiable information.

"**Prohibited Conduct**" means conduct, during the course of performance of this Agreement that is listed or related to the proscribed conduct listed in Section 2.

"**Spyware**" means computer programs or tools that (i) alter a computer User's browser or other settings or use an ActiveX control or similar device to download ad supporting software without providing fair notice to and obtaining affirmative consent; (ii) prevent a User's reasonable efforts to block the installation of or disable or remove unwanted software; (iii) remove or disable any security, anti-spyware or anti-virus technology on a User's computer; (iv) send email through a User's computer without prior authorization; (v) open multiple, sequential, stand-alone Ads in the consumer's internet browser which cannot be closed without the User closing the internet browser or shutting down their computer; or (vi) other similar activities that are prohibited by applicable law.

"**User**" means any actual person accessing the Media Sites.



"**TPE Code**" means pixels, Intellectual Property, software or other computer code, and any deviations thereon, owned and provided by TPE for use by Publisher.

"**TPE Companies**" shall mean TPE and the parent and any divisions, subsidiaries and affiliates.

"**TPE Websites**" means all websites that are owned, operated or hosted by or on behalf of TPE.

"**Website**" means Conventional Websites.