



Extending the Marketing & Advertising Reach of Thriving Businesses

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TERMS AND CONDITIONS FOR ADVERTISING

- ✓ **Scope.** This is a contract (referred to herein as this "Agreement") between The Directory52 Network and its subsidiary companies (hereinafter referred to as "us", "we", "our" and "publisher") and the customer ("you", "company" and "your") identified in this document for us to fulfill your order for our Advertising Solutions identified on the Advertising Order. This Agreement consists of the "AO" and these Terms and Conditions for Service, (these "Ts&Cs").
- ✓ **Term.** - The term of this Agreement is either for one, three, six, nine or twelve months.
- ✓ **Rates and Payment.** Unless otherwise approved in writing for Net30/180 all invoices are payable at the date of invoice, in the currency of the invoice, drawn on a bank based in the United States. Any sales, use or other local, state, federal, foreign or other taxes or governmental fees arising out of or in connection with this Agreement are already included in the advertised pre-paid cost. Net30 agreements must be paid within a 30 day time period from initial AO. Net 180 agreements must be 50% paid at initial contract leaving a 50% balance due payable within 180 days. Early Net30/180 payment (within 15 days for Net30 or 90 days for Net180) constitutes a 10% discount of all applicable charges. Rates are subject to increase every two years.
- ✓ **Renewals.** No such advertising will automatically renew, however requests can be made to extend a contract (either in writing or by electronic signature, including recorded oral acceptance presented by us). Renewal orders may be subject to rate lock for the life of the relationship between business owner and us unless some form of the contract has been breached. Services provided during the next term will be subject to the then-current Terms and Conditions for Advertising available on our Website or paper documentation.
- ✓ **Cancellations.** Neither of us may terminate this Agreement during the Initial Term, unless a breach this Agreement has been established. If you choose to have your Advertising Products removed from any site and/or our services discontinued prior to the end of the Initial Term or Renewal Term, as the case may be, you shall notify us in writing and the pre paid amount left on the contract will be placed in a reserve account for future advertising purchase. We do not honor refund request for any services that have previously been rendered or pre-paid.
- ✓ **Advertising Content and Intellectual Property Rights.** You represent that you have sole responsibility for the content of your Advertising and warrant that: (1) you are a business and not a consumer; (2) you have the right to use all trade/service marks, names, information, artwork and likenesses in your Advertising; (3) you are the author or you are authorized by the author of all images, text and other works of authorship to be reproduced, to prepare derivative works of, and to distribute copies of such works of authorship in your Advertising, and in turn hereby authorize us to do the same; (4) your Advertisement and the publication of your Advertising will not infringe any trademark, copyright, right to publicity, right of privacy or other intellectual property right of a third party, nor will it constitute false, deceptive or unfair Advertising or disparagement under applicable law; (5) your Advertising complies with all federal, state and local laws, rules and regulations, including without limitation licensing requirements, contest rules and administrative and professional rules and regulations; and (6) any prices, discounts or product availability quoted in your Advertising shall be complete, accurate and applicable throughout its advertised duration. You agree to comply with all applicable laws, rules and regulations in accepting and fulfilling orders, to honor any special offers, prices or discounts contained in your Advertising and to assume sole responsibility for conducting any contest or drawing in connection with your Advertising.
- ✓ **Advertising Content and Intellectual Property Rights (cont).** Without limiting any of our other rights or remedies, you agree to notify us immediately in writing at any time that you discover or suspect that any of these representations is not true and correct in all respects. You acknowledge that neither we nor the Distribution Sites generate the content upon a site where your Advertising Product may be fulfilled and that neither we nor the Distribution Sites are responsible for such content. If we receive notice or documentation demonstrating that another person or entity contests your right to use or display a name, trademark, service mark or other content, we may reject or discontinue the Advertising Products and our services without liability to you until such time you have resolved that dispute with the other party to our satisfaction. As to Advertising Products we create for you, whether in whole or in part, and any derivative work that we create from your content, you acknowledge that we are an author and assign to us all rights in and to any independently copyrightable contribution you might have made to the advertising. You further acknowledge that we retain all right, title and interest, including the copyright, in such Advertising Products and that neither you nor we intend for such advertising to constitute a joint work. You grant us a nonexclusive license during the term of this Agreement, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform and otherwise use any trademark, service mark, graphics, text or other content you provide to us in connection with our performance of our obligations under this Agreement. Upon termination of this Agreement, we are not obligated to return any of these works to you.
- ✓ **Proofs.** We reserve the right to require you to return proofs of your Advertising to us, signed or verbally recognized with your approval or corrections. Failure to return such proofs may delay your advertising "live time" on our websites.
- ✓ **Copy and Contract Regulations.** All advertising and its contents are subject to acceptance by the publisher (TDN). Publisher reserves the right to reject or cancel any advertisement, space reservation, or position commitment at any time without cause. Publisher will not accept advertisements promoting illegal, abortion, pornographic, race or other offensive materials. Advertiser and Agency assumes responsibility for content of published ad and all responsibility for any claims arising therefore against the Publisher. Publisher shall have no liability for errors in material submitted by the advertiser or its agent. Advertisements are accepted upon the representation that any disputes between publisher and/or advertiser and/or advertiser's agency will be decided by an independent arbitration service selected by the publisher.
- ✓ **Custom Domain Registration/Ownership of Work Product.** If the Advertising Product you have ordered involves the hosting or operation of a Web site, the Universal Resource Locator ("URL") therefore must be registered in our name with a domain registrar of our choosing so we may manage the domain while we host or operate the Web site. If you do not have a URL, we will procure a URL and will pay the applicable domain name registration fees to the registrar and maintain ownership. We cannot guarantee that any URLs you request for your Web site will be available for your use. If none of your requested URLs are available, we will contact you to request alternatives. Upon termination of this Agreement or in the event you are in breach of this Agreement, any Web sites hosted or operated under this Agreement may be disabled, in our sole discretion. We will invoice you for all fees that may incur in the future with connection of transferring to you that URL registered in our name that is related to your Web site if you notify us in writing within thirty (30) days after termination or expiration of this Agreement that you desire such transfer. If you fail to notify us that you desire such transfer within such thirty (30) day period or fail timely to pay such invoice, then you waive all rights in or with respect to such URL, and you acknowledge that we may allow the registration for such URL to lapse, may retain and use such URL, or may transfer such URL to a third party, without restriction.

- ✓ **Performance Advertising Products.** We or our vendor will fulfill your performance based Advertising Product with progress displayed within seven business days of contract as a fully enabled product by a visitor. We do not guarantee clicks, foot traffic, increased call volume (1) will be from potential customers for you and/or (2) will be of any benefit or value to you (3) or dramatically change your bottom line. You acknowledge that placing any advertising no matter how niche or targeted the media may be you may receive an occasional business opportunity that is not warranted.
- ✓ **Design of Our Sites, Advertising Products, Statistics and Interruption of Our Services.** We and the Distribution Sites may redesign or modify the organization, structure and/or "look-and-feel" of our respective Web sites, Advertising Products at any time and without notice; we may discontinue or add Distribution Sites at any time in our sole discretion. Although we assign each Advertising Product a seniority date, such assignment is internal to us and does not confer any rights to you. An "impression" means each occurrence of a display of an advertisement. Neither us or any Distribution Site will have any liability to you and you will remain responsible for all moneys owed to us should there be an interruption in our Web site or any third party site or other interruption in our services hereunder for any period of time.
- ✓ **Agency Procedures:** If Agency matters a 15 percent discount on space, color, and position, if the invoice is paid within 30 days will apply. No commission or discounts will be allowable after the 30-day period. Agency cash discount of 2 percent is available if full payment is received with insertion order. Two percent is calculated after all other discounts are applied. No conditions other than those set forth in the advertising rate card shall be binding on the publisher unless specifically agreed to in writing by the publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions of TDN's rate card.
- ✓ **Default.** If advertiser and/or its advertising agency fail to pay such Advertising as billed, Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such for advertising that advertiser or its agent ordered. We may, at our option, in addition to other rights and remedies, suspend or terminate said Advertising and accelerate all charges while requiring immediate payment of all sums due for such Advertising for the remainder of the Term. After the 4th day in default we may assess (a) 16% interest per month or at the maximum rate allowed by law until paid and (b) a \$50 late payment charge as established by us. You also agree to pay \$19 credit card reversal fee or \$25 ACH return fee for any paid advertising plans where the money was rejected by our merchant processor, any reasonable costs of collection, attorneys' fees and expenses of litigation that we may incur in collecting any unpaid amount.
- ✓ **DENIAL OF CREDIT.** If Customer's application for business credit is denied, Customer has the right to a written statement of the specific reasons for the denial. To obtain the statement, Customer may contact Publisher within 60 days from the date Customer is notified of Publisher's decision Publisher will send Customer a written statement of reasons for the denial within 30 days of receiving Customer's request for the statement. Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.
- ✓ **Notices.** All of our notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid, (b) if delivered by overnight courier, (c) if sent by facsimile transmission and such transmission is confirmed as received, or (d) if sent by electronic mail, and such message is confirmed as received, in each case to the address, fax number or e-mail address specified on the Order for the recipient of such notice. All of your notices, demands and other communications must be in writing and will be deemed to have been given (e) if mailed by certified mail, postage prepaid or if delivered by overnight courier, to our address: Please contact us for location.
- ✓ **Liability.** NEITHER WE NOR ANY DISTRIBUTION SITE NOR ANY OF OUR OTHER VENDORS SHALL HAVE ANY LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE ADVERTISING PRODUCTS FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, LOSS OF GOODWILL, THE REJECTION OR REMOVAL OF ANY ADVERTISING CONTENT, ANY DELAY IN DISPLAYING OR OUR FAILURE TO DISPLAY CONTENT, OR OUR FAILURE TO PERFORM SERVICES. WITHOUT LIMITING THE PROVISIONS, IN NO EVENT SHALL OUR LIABILITY FOR MONETARY DAMAGES EXCEED THE AMOUNT YOU HAVE ACTUALLY PAID TO US FOR THE ADVERTISING PRODUCTS OR OTHER SERVICES WITH RESPECT TO WHICH SUCH LIABILITY AROSE. You acknowledge and agree that the provisions of this Agreement that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies are essential terms of this Agreement and are fundamental to the parties' understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions of this Agreement and shall be enforced regardless of any breach hereof or other occurrence or condition relating in any way to this Agreement or the Advertising Products. Without limiting the generality of the foregoing, YOU AGREE THAT ALL LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, AND EXCLUSIONS OF CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OR REMEDIES SHALL REMAIN FULLY VALID, EFFECTIVE AND ENFORCEABLE IN ACCORDANCE WITH THEIR RESPECTIVE TERMS, EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY EXCLUSIVE REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The limitations contained apply regardless of the form of action, including actions in contract, tort (including negligence), and strict liability.
- ✓ **Force Majeure.** In no event shall we or any Distribution Site have liability or be deemed to be in breach hereof for any failure or delay of performance resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, network failure, riot, explosion, embargo, strikes (whether legal or illegal), terrorist act, labor or material shortage, transportation interruption of any kind or work slowdown or any other condition not reasonably within our control. Your payment obligations shall continue during any event of force majeure.
- ✓ **Indemnification.** You agree to indemnify us and the Distribution Sites and hold us and the Distribution Site harmless from and with respect to any claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, actual attorneys' fees) that may at any time be incurred by us or them arising out of or in connection with this Agreement or any Advertising Products or services you request, including, without limitation, any claims, suits or proceedings for those resulting from claims or suits for defamation, libel, violation of rights of privacy, plagiarism, or publicity, criminal investigations, infringement of intellectual property or copyrights, false or deceptive advertising or sales practices and any virus, contaminating or destructive features.
- ✓ **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia applicable to contracts entered into and performed in Georgia by residents thereof. Any action or proceeding brought by you under or relating to this Agreement shall be brought in a state or federal court located in the City of Stone Mountain, State of Georgia, and you hereby irrevocably submit to the personal jurisdiction of and irrevocably consent to venue in such courts for purposes of any such action or proceeding. Any claim against us arising from this Agreement shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy by any other party.
- ✓ **Entire Agreement.** This Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement and supersedes all prior written and all prior or contemporaneous oral communications regarding such subject matter. Accordingly, you should not rely on any representations or warranties that are not expressly set forth in this Agreement with the exception that we may change these terms and conditions at any. Revised Jul.2010

(Please retain a copy for your records.)