

Advertiser/Agency

[NAME OF SERVICE]

[D R A F T]

ADVERTISING AGREEMENT

"Front Page"

Account No. _____ 19 ____

Advertiser _____

Address _____

Placement of Advertisement _____

Term of Advertisement _____

Other Details _____

Advertiser requests Service to publish its advertisement for the period of time specified above, consecutively, and will pay for the advertisement pursuant to [RATE CARD ? RATES SETS FORTH BELOW?] Advertiser agrees that bills may be rendered by Service monthly or otherwise, as advertising is published, and shall be payable in full by [DUE DATE?]. Service may require cash with [ORDER? COPY?]. Advertiser will pay any sales or other taxes or charges imposed on the cost of the advertising.

[OTHER INFORMATION -- RATES? DESCRIPTIONS?
REQUIREMENTS? AUTOMATIC RENEWAL?]

THE TERMS SET FORTH ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

SERVICE

ADVERTISER

AGENCY

[Advertiser/Agency – Reverse Side]

The applicable insertion order, together with CondéNet's then current rate card and then current advertising specifications, which are hereby incorporated herein, should be referred to collectively as "the Agreement"

1) Subject to terms hereof, Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to this Agreement with the understanding that Agency may be paid a commission. Advertiser shall have the right to revoke its agency at any time during the period of this Agreement effective upon receipt by Service of notice in writing; in such event, Service may, at its option, terminate this Agreement. If Advertiser shall designate another agent, Service may, at its option, recognize such agent upon receipt of an agreement by said agent to be bound by the terms of this Agreement and to become liable for the payment of all bills due and to become due under this Agreement.

2) Advertiser and Agency represent that there is nothing in any advertisement, or other material provided by Advertiser, or in any material to which the advertisement or other material links, that violates any personal or proprietary right of any third party or is harmful or that violates any law or governmental regulation. Advertiser and Agency agree to indemnify and hold harmless Service, its employees, and representatives against all liability, loss, damage and expense of any nature, including attorneys' fees, arising out of the publishing, distribution, or transmission of any advertisement submitted by or on behalf of the Advertiser, or the linkage of any advertisement to any other material, or the loss, theft, use, or misuse of any credit or debit card or other payment, financial, or personal information.

3) Service reserves the right, at its absolute discretion and at any time, to reject or delete any advertising or other copy or materials, whether or not the same has already been acknowledged and/or previously published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. The rejection of copy by Service shall require Advertiser and/or Agency to supply new copy acceptable to Service. Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" and Service may, in its sole discretion, so label such copy.

4) Service, at its option, may terminate this Agreement for the breach of any of the terms hereof, it being specifically understood without limitation that failure on the part of either Advertiser or Agency to pay each bill on or before its due date shall constitute a breach. Should Service terminate this Agreement, all charges incurred together with short-rate charges shall be immediately due and payable.

5) This Agreement may not be assigned by Advertiser or Agency without the prior written consent of Service, and any assignment without such prior written consent shall be null and void. The Advertiser or Agency may not use any space for the advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by Service, nor may Advertiser or Agency authorize any others to use any advertising space.

6) Service guarantees a quantity of visits, impressions, circulation, or other usage of the Service or the advertisement only if expressly so stated on the applicable insertion order. If not, Service makes no guarantee or representation as to such activity, nor as to the use of any particular tracking or information-gathering devices.

7) Orders containing terms, rates, or conditions in addition to or conflicting with those contained herein may be accepted but such terms, rates, or conditions are not binding on Service unless Service has specifically agreed to them in writing.

8) In the event of a suspension of Service due to computer or network malfunction, congestion, repair, strike, accidents, fire, flood or any other cause or contingencies beyond the control of Service, it is understood and agreed that such suspension shall not invalidate this contract, but a) will give Service the option to cancel this Agreement, or if Service does not do so, b) upon resumption of Service this contract shall be continued and in any event no liability for damages shall be incurred by Service by reason of such suspension.

9) Advertiser and Agency agree to be jointly and severally liable for the payment of all bills and charges incurred. Advertiser authorizes Service, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Service. The rights of Service shall in no way be affected by any dispute or claim as between Advertiser and Agency.

10) Advertiser and Agency agree to reimburse Service for its costs and attorney's fees in collecting any unpaid charge under this Agreement.

11) If during the period of this Agreement Service revises its advertising rates, Advertiser and Agency agree to be bound by such rates provided Service gives at least thirty (30) days notice of such increase. However, in such event Advertiser and Agency may elect not to place any further advertisements after the effective date of the increase, and if no space is used after the effective date of increase, no short-rate will be charged on space used prior to such increase.

12) Service's liability for failure to publish an advertisement shall not exceed a refund of or credit for Service's charge for such advertisement. Service's liability for errors by Service in published advertisements shall be to provide Advertiser a credit for the actual space of the error if the error is brought to Service's attention no later than 5 working days after the advertisement first appears; however, if a copy of the advertisement was provided or reviewed by Advertiser, Service shall have no liability.

13) Failure by Service to enforce any provision of this Agreement shall not be considered a waiver of such provision. Unless inconsistent with the express terms of this Agreement, all orders are subject to the terms of Service's applicable rate card (if any), a copy of which is available to Advertiser and Agency.

14) Advertiser and Agency recognize that the copyright in any advertisements created by Service is owned by Service. As to all other advertisements, Advertiser and Agency agree that Service has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish and re-use any advertisements submitted hereunder in any form in which the advertisements may be published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with material of others.

15) The foregoing terms shall govern the relationship between Service and Advertiser and Agency. Service has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing signed by Service, no other terms and conditions in insertion orders, copy instruction, letters, or otherwise will be binding on Service.