

1. ADVERTISING, The advertiser (“Advertiser”) shall purchase the online advertising package at the rate listed and for the duration specified in the insertion order, which is attached and incorporated here in by reference and made a part of this advertising insertion.

2. POSITIONING. Except as otherwise expressly provided in the Insertion Order, positioning of advertisements on the websites, properties and applications (the “Distribution Network”) is at the sole discretion of Talley Media and any other entities that own or operate the Distribution Network (“the Publishing Parties”), Advertiser acknowledges that neither Talley Media nor any Publishing party makes any guarantees with respect to usage statistics or levels of impressions for any advertisements except where expressly stated in the attached insertion order. If for any reason, Talley Media or any Publishing Party is unable to publish any advertisement in accordance with the terms of the applicable insertion order, Talley Media will either (a) refund to Advertiser the amounts paid for such advertisement not published; (b) publish the advertisement at a later date, as reasonably determined by Talley Media or the applicable Publishing Party; or (c) publish the advertisement in a different position, as determined by Talley Media or the applicable Publishing Party. Any information collected by Talley Media, the Publishing Party, or their respective vendors, relating to users of the Advertiser’s site (including and without limitation any personally identifiable transactional data, secure data, or demographic information relating to users of the site), shall be property of Talley Media and the Publishing Parties, and Advertiser shall not obtain any rights to such information by virtue of this Insertion Order.

(a) ADVERTISER CONTENT: Advertiser will provide text, data, still pictures, illustrations, graphics and or visual materials for Talley Media to include in Ads purchased by Advertiser for Talley Media Site(s) and will be deemed “Advertiser Content.” Advertiser grants to Talley Media during the term, a non-exclusive, royalty free, full paid up, worldwide right and license to distribute, transmit, publish, copy, store, reproduce, perform, exhibit, display or otherwise use the Advertiser content for the purpose of providing the products to the Advertiser.

(b) Advertiser assumes all liability for the content of the advertisements it provides to Talley Media hereunder, and agrees to hold harmless and will indemnify Talley Media and the Publishing parties from all claims, losses, judgments and damages arising from Liability for typographical errors, wrong insertions, late publications, and/or non publication, non-performance due to Acts of God, as well as all other matters Advertiser might raise relevant to this Insertion Order. Ads, non-standard ads and Advertiser Content (“Ads”) are accepted upon the representation that the advertiser has the rights to publish, transmit, and make copies of the content of the “Ads”, without infringing any rights of any third party or violating any applicable laws, rules or regulations. Talley Media and each of its Publishing Parties’ liability is limited in all cases to the return of

fees paid by the Advertiser for the applicable advertisements under this Insertion Order. This Limitation of Liability is a condition for acceptance of any Advertisements by Talley Media and the Publishing parties. In no event shall Talley Media or its Publishing parties be liable to the

Advertiser or to any third party for any indirect, special or consequential damages, including but not limited to lost profits or unrealized business opportunity arising out of this Insertion Order or the publication of or failure to publish any advertisement whether or not Talley Media or the Publishing Parties were advised of the possibility of such damage.

3. ACCEPTANCE OF ADVERTISEMENTS. CMG and the Publishing Parties, in their sole discretion, reserve the right to edit, revise, reject, remove or cancel any advertisement(s), space reservation or position commitment at any time.

4. CANCELLATION. Campaigns cancelled less than fourteen days before the scheduled start date of the campaign are subject to a 10% cancellation fee. An active campaign can be postponed or suspended by an Advertiser for a (a) Either party may terminate the Insertion Order if the other party is in material breach of the order and such breach is not cured within twenty (20) days of written notice from the non-breaching party.

5. INDEMNIFICATION. The Advertiser agrees to defend, hold harmless and indemnify Talley Media, each of the Publishing parties, and each of their respective subsidiaries, affiliates, successor and assigns, and the directors, officers, and any employees.

6. COPYRIGHT. All advertising, which represents the creative effort of Talley Media, the Publishing Parties, and/or the utilization of creativity, illustrations, labor, composition, or material furnished by them, is and remains the property of Talley Media

7. TAXES. Prices do not include tax. In the event that any federal, state, or local taxes are imposed on the creation of the online advertising or on the sale of online advertising, such taxes shall be assumed and paid by customer.

8. PAYMENT. Talley Media agrees to charge and Advertiser agrees to pay for advertising distributed or published under this Insertion Order as set forth below:

(a) If Talley Media in its sole discretion chooses to extend Advertiser credit and has given Advertiser notice that Advertiser has established credit with the company, then payment for advertising shall be due and made at the Talley Media's office, as indicated on the billing within thirty (30) days of the statement date. Notwithstanding such credit Insertion Order, if Talley Media deems itself insecure for any reason, then Talley Media shall have the right to require Advertiser to pay in advance. To apply for Net 30 terms, a signed credit application and agency authorization signed by the advertiser must be turned in with the Insertion Order. Advertiser will supply a new Agency Authorization (required) any time the Advertiser changes their advertising agency. Advertiser understands that a signed credit application does not guarantee approval of Net 30 terms.

(b) Interest: Advertiser will be invoiced on a monthly basis. Accounts more than 37 days past due shall bear interest at a rate of 1.5% per month (18% per annum).

(c) Claims: Claims for errors in billing must be made in writing within 30 days of date of invoice. Otherwise claims will not be considered.

(d) COLLECTION. In the event that the account becomes past due, in addition to such other remedies as it may have, Company and the Publishing Parties shall be relieved of their obligation to perform the advertising services under this Insertion Order and the full amount of the fees stated in this Insertion Order and associated Insertion Orders shall immediately become due and

payable by the Advertiser. Advertiser hereby agrees to pay and indemnify the publisher for all costs and expense it may incur to enforce collection of any amount due under this Insertion Order should any past due bill be placed in the hands of an attorney or collection agency for collection.

9. AGENCIES: If Advertiser is using an advertising agency for this Insertion Order and has provided proof of agency authorization, the entity signing this Insertion Order warrants that it is duly authorized and has full power to bind the Advertiser, and agrees to indemnify and hold Talley Media and its affiliated companies harmless from any and all claims, losses and damages (including attorneys' fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission due to the agency. Talley Media acknowledges that the Agency is acting as an agent on behalf of the Advertiser.

10. LIMITATION OF LIABILITY: The sole liability and obligation of Talley Media for any breach of the terms, provisions and conditions contained in this Insertion Order including without limitation those in the Advertising Information

11. Force Majeure: Talley Media and the Publishing parties shall be excused from liability to perform their obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages,

12. ASSIGNMENT: This Insertion Order may not be assigned or transferred by the Advertiser

13. This Insertion Order is governed by the laws of the State of Florida

14. It is expressly agreed that neither Advertiser nor Talley Media nor their respective agents and representatives, shall disclose in any manner the terms and conditions of this Insertion Order to anyone not a party to it.