

## Advertising Agreement

This document is the Agreement between the "Advertiser" as specified on the last page of this Agreement, and FamilyAds, L.L.C., a service provided by Adoption Media, L.L.C., an Arizona Limited Liability Company, which will be referred to in this document as "FamilyAds." The specific advertising package is outlined on the **Authorization for Monthly Credit Card Draft** to be included with this Agreement. By signing this Agreement, the Advertiser agrees to be bound by the following terms and conditions:

1. This Agreement has a month-to-month term that will be set by, and will coincide with, the monthly billing cycle established in the monthly invoice that will be submitted to the Advertiser by FamilyAds, and which will contain a description of the type and frequency of the advertising that the Advertiser will be purchasing as outlined on the Authorization for Monthly Credit Card Draft.

2. Advertising is available for purchase only on a pre-paid basis, and will always be subject to prior availability. Adoption.com will not be obligated to provide any services until full payment is received by FamilyAds and honored by the Advertiser's bank.

3. If FamilyAds elects to commence services prior to a payment being honored by the Advertiser's bank, that shall not be considered under any circumstances to be a waiver of the this requirement as to future payments and services, and shall not be considered as a modification of this Agreement. If a payment from the Advertiser is not honored by the Advertiser's bank, for any reason, regardless of whose fault that might be, then FamilyAds will have the right to a) immediately discontinue all services, b) not re-commence those services until full payment is received and honored by the Advertiser's bank, including a late payment fee of \$75.00, to cover additional services related to the dishonored payment, and c) require any future payments to be in the form of a wire transfer or cashier's check.

4. This Agreement will go into effect when it is properly executed by or on behalf of the Advertiser, and by an authorized representative of FamilyAds, and as soon as FamilyAds has received all documentation, content, artwork and pre-payments that are necessary in order to implement the terms of this Agreement. By utilizing any of the services of FamilyAds, or by paying any portion of any Invoice that has been sent by FamilyAds, the Advertiser agrees to be bound by the terms and conditions of this Agreement.

5. This Agreement may be cancelled by either party, by the canceling party delivering a written notice of intent to cancel to the other party at least 20 calendar days before the beginning of the month with which the Agreement will terminate.

6. All pricing amounts are set, and all advertising packages are delivered, a month-to-month basis. If advertising slots are available in the future, services beyond the current month will be subject to availability, site traffic and other factors that are within the sole discretion of FamilyAds, and are subject to change by FamilyAds at any time without prior notice.

7. FamilyAds does not guarantee uninterrupted availability or access to the Internet or any of its websites. As a result of this factor, and a wide variety of other factors, the majority of which are beyond the reasonable and cost-effective control of FamilyAds and the web sites they service, such as problems with servers, bandwidth availability and management, routers, software, hardware, maintenance, computer virus damage, hacker intrusions and attacks, programming and operating system bugs, and other issues, which are a normal and expected part of all Internet businesses, FamilyAds is not able to, and therefore does not, guarantee that all of the websites or services to which it promotes your advertising will be up and fully operational 100% of the time.

8. The prices that are charged for services provided by FamilyAds have been calculated with an allowance being made for a certain amount of expected and normal Internet, website and system down time. As a result, services that are provided and are operational for a majority of at least 25 days during any calendar month shall be considered for all purposes to be a "full month" of service. It is therefore anticipated under the

terms of the agreement between the parties that down time, for whatever reason, that falls within the parameters that have been set forth above, will be normal, expected and permissible, and will not create a basis for any complaints or adjustments in fees or charges. In cases where down time may exceed the parameters that are described above, FamilyAds will have the right to provide equivalent advertising services in the future as the exclusive remedy for any excessive down time.

9. FamilyAds will use reasonable efforts to promptly correct any technical problems that may arise while it is providing services that are paid for by the Advertiser. It will do so after being made aware that such a problem exists, whether through its own efforts, or the efforts of the Advertiser or others. Although FamilyAds attempts to provide reasonable oversight for all of its operations, its Internet websites contain tens of thousands of pages of programming and content, which the Advertiser understands cannot be monitored on a continual, real time basis. As a result, for its own benefit, the Advertiser agrees to assume joint responsibility with Adoption.com to monitor the content and operation of those pages on the Adoption.com websites that are critical to the business of the Advertiser, and to promptly report to Adoption.com any problems that need to be corrected, along with specific information about the location and nature of the problems.

10. Any problems, complaints or controversies that may arise concerning services or billing matters that are covered by this or any other Invoice that is received by the Advertiser, must be submitted in writing to FamilyAds; must be accompanied by all necessary supporting documentation, and must be received by Adoption.com, in its offices at 1745 S. Alma School Road Suite 215, Mesa, Arizona 85210 no later than the 30<sup>th</sup> day following the occurrence or the event out of which the problem or disputed matter arises. The sole remedies that shall be available for any disrupted services shall be the remedies that have been set forth above.

11. The Advertiser hereby indemnifies and holds FamilyAds, and any web site to which advertising is provided to by FamilyAds, harmless from any claims, suites or damages that are suffered by Adoption.com as the result of any of the actions of the Advertiser or any of the clients or customers.

12. Use of the services and websites such as Adoption.com, Adopting.org and others by the Advertiser, and/or any of its clients or customers, will be on an "as is" basis, without the presence or applicability of any warranties of any kind, express or implied, including any warranty of fitness for a particular purpose, other than those that have been specifically set forth above.

13. This Agreement, and any dispute arising there under, shall be interpreted, controlled and enforced solely under the provisions of the laws of the state of Arizona, without regard to its conflict of laws provisions, and not under the laws of any other state or jurisdiction.

14. Any controversy, claim or dispute that may arise from, or is related to, any action or inaction that is alleged to have been required of or performed by either FamilyAds or the Advertiser, shall be submitted to private arbitration, in Phoenix, Arizona, under the supervision of, and in accordance with the rules of, the American Arbitration Association.

15. These provisions, along with any applicable invoice for services rendered, constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede and replace all previous, contemporaneous or contradictory agreements, proposals, representations and communications, whether written or oral, between the Advertiser and FamilyAds.

16. Neither the contents of this Agreement, nor the nature of the relationship or dealings of the parties shall be considered for any purpose to constitute, or be considered as evidence of the existence of, a partnership or joint venture between the Vendor and FamilyAds, and neither the Vendor nor FamilyAds shall have the right to bind the other in any manner that is not specifically set forth in this Agreement.

17. All invoices submitted by FamilyAds and paid by the Advertiser shall be subject to the terms and conditions of this Agreement, and shall be incorporated as a part of this Agreement by this reference.

18. The Vendor will sign this Agreement at the place provided below, and then send the entire Agreement to FamilyAds, either by mail or by fax, at the address or fax number shown at the top of this Agreement. A fax of the signature of the Advertiser shall be considered to be as valid for all purposes as an original signature.

**IN WITNESS OF** their voluntary agreement to the foregoing terms and conditions, the parties have executed this Agreement with the intention that it shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**“ADVERTISER”**

*(Please Print Full Name of the Vendor)*

\_\_\_\_\_

Signed By: \_\_\_\_\_

*(Please Print Name and Title of Person Signing)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Please Print Street Address of the Vendor)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

**“FAMILYADS”**

Signed By: \_\_\_\_\_

*(Please Print Name and Title of Person Signing)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Primary Daytime Phone: \_\_\_\_\_

Toll Free Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_