

## **GENERAL TERMS AND CONDITIONS APPLICABLE TO PRINT ADVERTISING**

**SECTION 1 APPLICATION FOR ADVERTISING** Dreamland Publications, LLC ("Publisher") has authorized the sales representative identified on the cover section of this Application ("Representative") to solicit listings and units of advertising in accordance with these terms and conditions. By submitting this Application (and any Publisher-provided, pre-printed addendum) (collectively, the "Application") either by signing the Application or by oral agreement, I am requesting **Publisher to publish advertising in the publication or publications that I have selected ("Publication" or "Publications") for the specified issue(s) and, except for limited inventory advertising, each succeeding issue of a Print Publication until cancelled by me or by Publisher or superseded by a subsequent Application.** The Publication or Publications in which I am requesting Publisher to publish advertising may include one or more print or CDROM Publications ("Print Publication" or "Print Advertising"). The "Date of the Application" is the date I signed this Application or, if I authorized the advertising covered by this Application by telephone, the date of such authorization. "I" or "Advertiser" means the person who is the subject of the advertising described in this Application. I may be an individual, corporation or other entity or organization.

**SECTION 2 PUBLISHER NOT BOUND TO PUBLISH** I understand that this Application is not an agreement by Publisher to publish my advertising and Publisher may choose not to publish my advertising. Publisher may also choose not to publish any Publication. I understand that Publisher will be bound by this Application only if and when Publisher publishes my advertising, and that such publication will evidence Publisher's agreement to publish my advertising on the terms set forth in this Application (but only as to the advertising published, and not as to any advertising listed on this Application but not published or as to advertising in succeeding issues that is not published). Publication of my advertising in one issue of a Publication does not obligate Publisher to publish my advertising in any subsequent issue of the Publication. If Publisher does not publish my advertising, it will refund any money I previously paid for the advertising not published and will have no further obligation to me, and I will have no further obligation to Publisher.

### **SECTION 3 PAYMENT FOR ADVERTISING**

(a) **Late Charges** I will pay all bills for advertising in full, without setoff, by the due date on the bill. Publisher may require me to pay any collection costs and attorney's fees incurred by Publisher. Publisher also may remove my advertising from any Print Publication that has not been published.

(b) **Credit Approval** I authorize Publisher to contact from time to time such third parties as Publisher may deem appropriate (including without limitation, any of Advertiser's banks, creditors and any credit reporting agency) for the purpose of verifying any information provided by Advertiser in connection with this Application and obtaining credit information regarding Advertiser.

(c) **Restrictive Covenants and Conditional Endorsements** The acceptance of any payment or instrument marked with any restrictive covenant or other limited or conditional endorsement will not be deemed a waiver of any of Publisher's rights under this Application.

(d) **Billing Party Bills** for advertising may be submitted by Publisher, by an Affiliate of Publisher, or by an unrelated party. I understand my obligations to Publisher, as they may arise throughout the period covered by this Application, will not be enlarged or reduced as a result of any act, or failure to act, by Publisher with respect to billing or by any other billing party pursuant to the terms of its agreement with Publisher pertaining to the submission of bills on behalf of Publisher.

### **SECTION 4 ADVERTISING CONTENT**

(a) **Advertising Copy** "Advertising Copy" means all Advertiser Copy (hereinafter defined) and other content that I provide to Publisher or that is otherwise included in my advertising, including without limitation content that I authorize or request Publisher to include, or that is

submitted on-line by me or any person(s) using my password(s) ("Password User(s)"). I will furnish all Advertising Copy to Publisher prior to the deadlines set by Publisher. Publisher has the right to approve the content, form, size, wording, typography and illustrations of the Advertising Copy. Publisher may change each name, street address, Internet address and telephone number(s) or any other content in the Advertising Copy to conform to Publisher's standards, practices and policies or to the policies of InterNIC and any third parties upon whose site or network the Advertising Copy may be published by or through Publisher.

(b) **Right to Use Advertiser Copy** I represent and warrant that I have the absolute and unrestricted right and authority to use, publish, reproduce, distribute, display publicly, promote, perform, resize, rearrange, modify and create derivative works from any and all content, including all text, graphics, illustrations, symbols, logos, names, addresses, trade names, trademarks, service marks, pictures, photographs or other likenesses of persons (including minor persons), and endorsements provided by me or by a third party on my behalf ("Advertiser Copy") in any medium and in (or in connection with) any listing or advertisement published under this Application in the way it is used in any such listing or advertisement (or in connection with such listing or advertisement) without the consent or authorization of any other person or entity. I also represent and warrant that (i) I have the right to provide the Advertiser Copy to Publisher and the right and authority to grant Publisher the additional rights afforded by these terms and conditions (including without limitation Sections 4(f) and 46(b) below) without the consent or authorization of any other person or entity; and (ii) the exercise of any such rights, licenses, or authorizations by Publisher or its sublicensees will not infringe any copyright or other intellectual property right or right of publicity or privacy rights of any other person or entity. If my right and authority to use any Advertiser Copy, or any portion of any Advertiser Copy, changes or any proceedings contesting that right and authority are initiated, I will notify Publisher promptly in writing. I agree that I am solely responsible for the enforcement and protection of any of my intellectual property included in (or in connection with) my advertising.

(c) **Advertiser's Representations** I represent and warrant that (i) the statements contained in the Advertising Copy are truthful and not misleading; (ii) I am authorized to provide the services and products advertised; (iii) the Advertising Copy complies with all applicable laws and regulations; (iv) I have all of the applicable licenses and permits required to provide the goods and services I am advertising in all of the geographic areas covered by the Publication and to advertise under all of the headings under which I am seeking to place my advertising; and (v) I will notify Publisher immediately if I become aware of any facts or circumstances indicating that any of my representations in this Section are, or become, untrue.

(d) **Publisher's Rights in Advertising Copy** If Publisher creates or supplies any Advertising Copy for me, I agree that: (i) I am responsible for the content, but that Publisher retains all rights in and/or ownership of any such Advertising Copy and I will not have any right therein except as expressly set forth in this Application; (ii) Publisher reserves the right to supply such Advertising Copy to other advertisers; (iii) I have no right to use advertising developed with content created or supplied by Publisher except in connection with this Application; and (iv) I will not have the right to allow others to use such advertising or any such content. I waive any and all rights of attribution and integrity and other statutory and common law rights of every kind relating to any Advertising Copy. **It is my responsibility to review any Advertising Copy prior to Publisher's deadlines.**

(e) **Appearance** I acknowledge that my published advertising may be of a lower quality or otherwise differ from the original Advertiser Copy or from copy layout sheets supplied by Publisher in clarity, color, contrast, focus, size and other features. Publisher has advised me against the use of Advertiser Copy that is unclear, low contrast or otherwise substandard, and I release Publisher from any liability for advertising of inferior quality produced from substandard Advertiser Copy. Small or fine fonts, particularly when used as reverse or color copy, may not always be legible when printed in the Publication. Due to limitations in the printing process, some shifting of color components may occur.

(f) Multi-Media Distribution I grant Publisher the absolute, non-exclusive, irrevocable, royalty-free, unrestricted right, license and authority to: (i) use, reproduce, publish, publicly perform, display, distribute and prepare derivative works based upon any Advertising Copy, and any changes thereto that I or my Password Users or other agents provide to Publisher hereunder, or that Publisher or its agents may otherwise develop or use hereunder, in whole or in part, in such manner, format, and media as Publisher may deem appropriate and for such purposes as it may see fit, subject to applicable law (including without limitation, microfiche, CD-ROM, print and Internet-based information services owned or operated by Publisher, or which are otherwise powered by any such information service, and during the term of this Application and for as long as any such materials remain in circulation), which right, license and authority will be perpetual as to any business name, address, phone number and other basic listing information included in any Advertising Copy; and (ii) grant third parties the right, sublicense and authority to exercise all or any portion of the rights afforded Publisher in this Section 4, and to further sublicense these rights, subject to such terms and conditions as Publisher may deem appropriate. Publisher, its sublicensees, and their sublicensees may use any means of communications or transmission in their exercise of any of the rights and licenses granted above, without limitation.

(g) Advertiser's Obligation to Verify Information I understand that it is my obligation to verify prior to the close date of each issue of each Publication that the information provided to Publisher on this Application correctly matches the information on file with my telephone company relating to my business telephone service account by contacting the local customer service department of my telephone company.

(h) Advertising Including Information on Pricing and Promotions I agree that, in addition to otherwise complying with all policies, specifications and standards issued by Publisher with respect to pricing and/or discount percentage advertising, I will honor the prices or discount percentages quoted in my Print Advertising during the entire circulation period of the Print Publication or until a published expiration date, whichever occurs first. Advertisers are encouraged to include expiration dates in any advertising that includes this type of information. I will notify Publisher prior to the close date(s) for issues after the first issue if I wish to change the prices or discount percentages quoted in my advertising.

#### **SECTION 5 LOCATION OF ADVERTISEMENTS AND HEADINGS**

I understand that:

- Publisher does not guarantee that my advertising, or the advertising of any other advertiser, will appear on any specific page or position on a page of any Print Publication or under a specific heading or position in any Print unless specifically notated on first page of contract written by representative.
- Publisher's policies, practices, and procedures regarding the placement, position, or location of advertisements are solely for Publisher's internal business purposes, and Publisher will not be liable to me for any deviation from such policies, practices, or procedures.

#### **SECTION 6 LIMITATION OF LIABILITY [RESERVED FOR LATER USE]**

**SECTION 7 WHEN I MUST BRING ANY CLAIMS** Advertiser and Publisher agree that they have a mutual interest in resolving any disputes promptly. Therefore, if I believe I have a claim against Publisher, any Affiliate or agent of Publisher, or any Third Party Distribution Contractor, related to any Publication, I must make my claim while the issue of the Print Publication related to the claim is in circulation. I agree that this provision applies to any claims I may have against the Publisher or any Affiliate or agent of Publisher or any Third Party Distribution Contractor related to my advertising, including any claim based on any error or omission in any advertisement. All claims against the Publisher or any Affiliate or agent of Publisher or any Third Party Distribution Contractor must be in writing and must be mailed to Publisher at

Dreamland Publications, LLC, 3611 W. Hillsborough Ave., STE 210, Tampa, FL 33614 before expiration of the periods referenced above.

**SECTION 8 ARBITRATION; ATTORNEY'S FEES** Publisher may bring an action in court to collect amounts due under Sections 3 (Payment for Advertising), 25 (Amount of Payment) and 32 (Amount of Payment) of this Application, and I may bring an action in court to recover amounts I have paid under this Application. In such actions, trial will be in a court of competent jurisdiction, and Publisher and I each waive any trial by jury. All other disputes between myself and Publisher and/or any of Publisher's officers, directors, employees or Affiliates, which cannot be settled by amicable agreement concerning or arising from or in connection with (i) this Application, (ii) the construction, performance or breach of these terms and conditions and any modifications thereof, (iii) any transactions between myself and Publisher, including but not limited to any accounts I maintain with Publisher, any advertising that Publisher publishes or does not publish for me and any statements that I or Publisher make to one another in connection with our transactions, or (iv) any issues as to whether a dispute is to be arbitrated between us, whether such disputes arose prior to, on or subsequent to the Date of the Application, will be referred by the aggrieved party to arbitration under the rules of the American Arbitration Association, and such party will give written notice of arbitration to the other. Notice to Publisher must be mailed to Dreamland Publications, LLC, 3611 W. Hillsborough Ave., STE 210, Tampa, FL 33614 before expiration of the periods referenced above. I understand that I may obtain arbitration rules and fee information from the American Arbitration Association ([www.adr.org](http://www.adr.org)) or from Publisher. Publisher and I acknowledge that Advertiser's use of Publisher's services evidences a transaction in interstate commerce and that the United States Arbitration Act and federal arbitration law will govern the interpretation, enforcement, and proceedings pursuant to this Section 8. In furtherance of our agreement to arbitrate, Publisher and I agree that the arbitrator will only have authority over claims between us, and will have no authority over claims of or on behalf of other persons, and we waive any right we may have to participate in any class, group or representative actions or arbitrations. Publisher and I also agree that the arbitrator may not award multiple or punitive damages, except as may be required by law. If the law requires that a claim only be brought in court, Publisher and Advertiser agree to arbitrate any related claims before proceeding in court, and further agree to waive any right to participate in any class actions and any trial by jury. Publisher and I agree that if this arbitration provision is invalid under applicable law with respect to any claim, then in any litigation which arises out of or concerns this Application, trial will be in a court of competent jurisdiction, but only after we have completed arbitration of all related claims. If it becomes necessary for one party to commence any arbitration, litigation, or collection action against the other, the prevailing party in such action will be entitled to recover all costs, including reasonable attorneys' fees, except witness fees and in-house counsel costs associated with the action.

#### **SECTION 9 DISCONNECTION OF ADVERTISER'S PHONE NUMBER**

The change or disconnection of a phone number or Internet address or the sale of the assets or business described in my advertising does not release me from any of my obligations herein. However, if prior to any failure on my part (i) to pay any amount when due or (ii) to comply with any other obligation that exists or may arise under this Application, I provide proof to the satisfaction of Publisher (1) that no phone number, street address or Internet address identified, referred to or used in any way in connection with my advertising (and of all successors, assigns and parties affiliated with, or related to, me) continues to be used in connection with the business or its assets; (2) that the business (and any successor, affiliated or related business) to which my advertising relates (or may relate) has ceased operation and has not and will not be reestablished during the circulation period of the applicable Publication or Publications; and (3) that neither I nor any successors, assigns or parties affiliated with, or related to, me will receive, directly or indirectly, any further

benefit from the advertising, then I will no longer be obligated to Publisher for any monthly charge for which I would otherwise become obligated beginning with the month following the month in which Publisher accepts my proof as satisfactory.

#### **SECTION 10 ADVERTISER WILL PAY PUBLISHER'S DAMAGES**

To the full extent permitted by law, I will pay any expenses or damages incurred by Publisher, any affiliate or agent of Publisher, any party that provides fulfillment or other services to Publisher related to this Application, and any Third Party Distribution Contractor, including all of its attorney's fees and expenses, which expenses or damages result from claims brought by other parties regarding (a) the publication of advertising as requested by this Application or in accordance with my Advertiser Copy (or changes Advertiser makes or requests thereto) or the content on or the operation of any website(s) included in my advertising or to which my advertising links, (b) any breach of any of my obligations, representations, warranties or covenants under this Application, (c) payment processing services provided by any third party, or (d) any agreement or arrangement between Advertiser and any third party (including without limitation any agreement(s) between Advertiser and a third party payment processing company). I will be obligated by this Section even after the Publications in which my Print Advertising is published are no longer in circulation.

#### **SECTION 11 NO APPROVAL OR ENDORSEMENT BY PUBLISHER**

I understand that Publisher does not approve or endorse (a) any product or service described in my advertising or any other advertising it publishes; or (b) any user review of such products or services. I will not make any representation that Publisher does approve or endorse any product or service. I also understand that Publisher may publish advertising of any other person in any Publication at any time.

#### **SECTION 12 PUBLISHER'S COPYRIGHT IN PUBLICATION**

I agree that Publisher owns the copyright in each Publication and all copyrighted portions of each Publication.

**SECTION 13 SUCCESSORS AND ASSIGNS** This Application will be binding on and inure to the benefit of me and my successors. Publisher may assign this Application. I may not assign any of my rights or delegate any of my duties under the Application without prior written consent of Publisher.

**SECTION 14 WAIVER OF RIGHTS** Except as otherwise set forth in this Application (including the provisions of Section 7), neither Advertiser nor Publisher will lose any of its rights under this Application even if it does not enforce a right or delays in enforcing a right.

**SECTION 15 DISCOUNTS AND PROMOTIONS** Publisher may create, revise or cancel a discount or promotional offering at any time. No discount offered regarding the current issue of any Print Publication will obligate Publisher to offer any discount for a subsequent issue.

**SECTION 16 REVIEW OF PROOFS** Publisher may provide me with proofs of new display advertisements for review. I may correct inaccuracies in these proofs up to the close date/deadline set by Publisher. Publisher may require that I sign a proof sheet to approve my advertising before publishing the advertising. However, Publisher may publish my advertising without approval of such proof sheet.

#### **SECTION 17 LINKS [RESERVED FOR LATER USE]**

#### **SECTION 18 DREAMLAND MAY ACT AS SALES AGENT**

I understand that Publisher may be acting as a sales agent for another publisher. If Publisher is acting as a sales agent for another publisher, I agree that my contract is with the true publisher of the publication in which my advertising appears and that Publisher will not be liable for any damages related to such advertising. In addition, I agree that, if I attempt to bring any

**SECTION 19 GOVERNING LAW** Advertiser and Publisher agree that this Application and all disputes relating to this

claim against any Dreamland entity related to such advertising, such Dreamland entity will also be entitled to assert any defense that the Publisher is provided in this Application, including without limitation the Sections addressing Limitation of Liability (Section 6), When I Must Bring Any Claims (Section 7), Arbitration; Attorney's Fees (Section 8), General Disclaimers (Section 20), Publisher's Obligations (Section 27) and Additional Disclaimers (Section 41). Application will be governed by and interpreted according to the laws of the State of Florida.

**SECTION 20 GENERAL DISCLAIMERS** Publisher disclaims any obligations and warranties, whether express or implied, that are not expressly set forth in this Application, including without limitation:

- Publisher does not warrant that the advertising will be published without error or omission;
  - Publisher disclaims any warranty of merchantability or fitness for a particular purpose; and
  - Publisher does not warrant the number of responses to my advertising, any other business benefit or the suitability of my advertising for any business purpose.
- Additionally, Publisher may change the content, form or appearance of any Publication at anytime, including but not limited to removing, reducing or expanding advertisements, listings or sections and introducing new products that may result in a change in the position of advertising in a Publication. Publisher may also change the geographic area or areas covered by the listings in, or the distribution of, any Publication.

**SECTION 21 FORCE MAJEURE** Neither Advertiser nor Publisher will be in breach of its obligations under this Application (other than obligations to pay monies due) in the event that, for cause or causes beyond its reasonable control, such party is unable to perform, in whole or in part, any one or more of its obligations under this Application. Such causes will include, but not be limited to, labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain materials or services, technical failure or difficulties, problems or interruptions with the Internet, computer viruses, snow storms, hurricanes or other acts of God, insurrection, or any other cause not within the reasonable control of Publisher or Advertiser.

**SECTION 22 ENTIRE AGREEMENT** This Application (including any Publisher-provided, pre-printed addendum) describes the entire agreement between Publisher and Advertiser and supersedes any other oral or written agreements regarding the Print listed on the cover section of this Application. Neither Advertiser nor any agent of Publisher, including the Representative, may amend these terms and conditions or any pre-printed addendum or add any provision to or delete any provision from this Application or any addendum, and any such amendments, additions or deletions are void. Except as provided in this Section, no oral or written representation made by the representative or other person that purports to modify this Application is binding on Publisher. Moreover, Advertiser confirms that Advertiser has not relied upon any such representation in entering into this Application. Publisher's imaged copy of this Application will be deemed a duplicate original for evidentiary purposes.

**SECTION 23 AUTHORITY** The person signing on behalf of Advertiser on the cover section of this Application, or otherwise authorizing the placement of advertising, hereby certifies that he or she is either Advertiser, or that he or she has been lawfully authorized to sign this Application and authorize the placement of advertising on behalf of Advertiser.

**SECTION 24 MISCELLANEOUS** Any notice to Publisher required or permitted to be given to Publisher under this Application must be in writing and given to Publisher at Dreamland Publications, LLC, 3611 W. Hillsborough Ave., STE 210 Tampa, Florida 33614. I understand that Publisher may desire to contact me regarding my advertising, and I consent to all such contacts, whether by telephone, United States mail or other mail, facsimile or email, addressed in accordance with the information I have provided on this Application

or have otherwise provided to Publisher. I expressly consent to any monitoring or recording of my telephone conversations with Publisher or its agents.

#### **ADDITIONAL TERMS APPLICABLE TO PRINT ADVERTISING**

**SECTION 25 AMOUNT OF PAYMENT** If Publisher publishes my Print Advertising, I promise to pay to Publisher the monthly rates listed on the cover section of this Application (or for subsequent issues, the then current undiscounted rates) for the number of months each issue of each Publication covered by this Application is in circulation rounded to the nearest month. I will also pay any taxes due on my advertising. The number of months a Publication is in circulation will be measured beginning on the first day Publisher begins distributing the Publication and ending on the first day Publisher begins distributing the next issue of the Publication. Publications typically remain in circulation for one (1) month, but Publisher may, at any time and without notice to me, increase or decrease the number of days that any Publication remains in circulation by up to thirty (30) months. If Publisher increases or decreases the number of months the Publication remains in circulation, the number of months of advertising I must pay for will increase or decrease accordingly.

**SECTION 26 BILLING** Publisher may, in its sole discretion, require partial or full payment for my advertising before it is published. Otherwise, Publisher usually will bill me monthly for the number of months the Publication is in circulation for the applicable advertising charges as provided in Section 25. However, Publisher may agree to or require other billing arrangements at its discretion. Monthly billing may begin before a Print Publication is fully distributed and may continue after delivery of the next issue of the Print Publication has commenced. I will pay all bills for advertising by the due date on the bill.

**SECTION 27 PUBLISHER'S OBLIGATIONS** If Publisher publishes my advertising in a Publication, Publisher will include my advertising in every copy of the applicable issue of that Publication which is published. Publisher will make general delivery of the Publication in accordance with Publisher's business practices. **Publisher does not guarantee that every current or new area resident and business will receive a copy of the Publication, nor that every Publication printed will be distributed.**

I understand that certain multi-unit buildings are not open to the general public, and that Publisher may not be able to distribute the Publication to some or all of the residents and businesses in such buildings. **Without limiting the scope of the general disclaimers in Section 20 above, Publisher also does not warrant the following:**

- **Publisher does not warrant that a Publication will be published on a particular day;**
- **Publisher does not warrant any particular method of distribution or that the distribution of any Publication will begin or end on a particular day; and**
- **Publisher does not warrant the specific number or percentage of residences or businesses that will receive or use a Publication or that will view any advertising.**

**SECTION 28 REVISIONS AND CANCELLATIONS** If I wish to revise or cancel my advertising in the issue(s) specified on the cover section of this Application, I must do so by giving written notice to Publisher at Dreamland Publications, LLC, 3611 W. Hillsborough Ave., STE 210, Tampa, FL 33614 facsimile: (813) 464-7721 no later than 14 days from the Date of the Application. For subsequent issues, I must give written notice of revisions or cancellation to Publisher at the address or fax number set forth in this section. Early cancellations will be subject to satisfy 50% of the remaining contract value and must notify Publisher 30 days before the advertising deadline.

**SECTION 29 SUBSEQUENT ISSUES** If Publisher does not receive written notice of cancellation in accordance with Section 28 and if Publisher elects to publish my advertising, I agree to pay Publisher for publishing my advertising at the then current undiscounted rates for the next issue. I agree that the then current version of the terms and conditions will apply to any advertising published pursuant to this section.

Notwithstanding the foregoing, Publisher will have no obligation to automatically renew my advertising or to notify me that my advertising will not be renewed. Limited inventory advertising will not be automatically renewed and requires a new Application and applicable Addendum.

**SECTION 30 PROMOTIONAL AND MARKETING PRODUCTS** If I purchase any products from Dreamland Marketing, a Subsidiary of Dreamland Publications, I understand I must pay fifty percent (50%) of the total contract amount as down payment and the remainder of the balance will be due upon delivery of product. No orders may be cancelled after orders are processed. Publisher will not be held responsible for any incorrect information which is supplied by customer, including spelling errors, Contact information, logos, colors, etc. Any additional costs incurred for changes and revisions after processing date will be forwarded to the customer.

#### **ADDITIONAL TERMS APPLICABLE TO ELECTRONIC ADVERTISING**

**SECTION 31 ADVERTISER COPY [RESERVED FOR LATER USE]**

**SECTION 32 AMOUNT OF PAYMENT [RESERVED FOR LATER USE]**

**SECTION 33 BILLING [RESERVED FOR LATER USE]**

**SECTION 34 PUBLICATION [RESERVED FOR LATER USE]**

**SECTION 35 INITIAL TERM [RESERVED FOR LATER USE]**

**SECTION 36 AUTOMATIC RENEWAL [RESERVED FOR LATER USE]**

**SECTION 37 CANCELLATION / SUSPENSION [RESERVED FOR LATER USE]**

**SECTION 38 SECURITY / ELECTRONIC TRANSACTIONS [RESERVED FOR LATER USE]**

**SECTION 39 DOMAIN NAMES [RESERVED FOR LATER USE]**

**SECTION 40 PAYMENT PROCESSING [RESERVED FOR LATER USE]**

**SECTION 41 ADDITIONAL DISCLAIMERS** Without limiting the general disclaimers in Section 20 above, Publisher also does not warrant the following:

- **Publisher does not warrant that my advertising will be published or withdrawn on a particular day;**
- **Publisher does not warrant that a specific number of persons will read the Publication, any portion of the Publication, or any advertising;**
- **Publisher makes no warranties and will have no liability regarding services provided by third parties.**

**SECTION 42 EXPORT COMPLIANCE** Advertiser will comply with all applicable export laws, and will and does hereby agree to indemnify, defend and hold Publisher, its Affiliates, any party that provides fulfillment or other services related to this Application, and any Third Party Distribution Contractors (and their respective officers, directors, employees, successors and assigns) against any and all claims, demands, causes of action, damages, costs, expenses, penalties, losses and liabilities incurred or to be incurred by any such party (including but not limited to costs of defense, investigation and reasonable attorneys' and other third party fees and, to the extent permitted by law, fines, penalties and forfeitures in connection with any proceedings against any such party) arising out of, resulting from or related to any breach of such obligation. Advertiser represents and warrants that it is not a prohibited entity on any governmental export control list, and will notify Publisher immediately in the event that it is placed on any export control list. Advertiser acknowledges and agrees that (a) Publisher is not a party to any transactions through my advertising and is not responsible for, and will have no

liability for, compliance with export control laws in relation to any such transactions, and (b) Advertiser is solely responsible for obtaining legal advice with respect to such matters.

**SECTION 43 NO SPAM POLICY [RESERVED FOR LATER USE]**

**SECTION 44 RULES [RESERVED FOR LATER USE]**

**SECTION 45 PRIVACY POLICY; USER DATA [RESERVED FOR LATER USE]**