

# Standard Terms and Conditions

- 1. No Guarantees.** Client acknowledges that The Company has not made and does not make any guarantees with respect to return on investment or specific financial gains that will be delivered with respect to any advertising or services provided. If The Company provides Client with any estimated usage and/or impression statistics, it does so only as a courtesy to Client and will not be held liable for any claims relating to said statistics. If, for any reason, The Company, in its sole discretion, is unable to publish any Ad(s) or provide any services in accordance with the terms of this Agreement or the applicable Order, The Company will either (1) refund to Client the amounts paid for such Ad(s) not published; (2) publish the Ad(s) at a later date, as reasonably determined by The Company; or (3) publish the Ads in a different position, as determined by The Company in its sole discretion.
- 2. Initial Term.** The Initial Term of this Agreement will commence on the Actual Start Date which is defined as the Contract Start Date or the date of when the products go "live" meaning they are accessible to the public. An amount equal to the Total Monthly Fee will be required upon signature of this Agreement as setup for Services. Services should go live within 30 days of Contract Start Date based on Client participation, and recurring monthly billing will begin at that time. Following the Initial Term, this Agreement will automatically renew for one (1) year periods (collectively with the initial term, the "Term") unless Client gives Company written notice of its intent not to renew at least sixty (60) days prior to each applicable renewal date. If Client terminates this Agreement prior to the Contract End Date, Client must provide payment for the current and following calendar months. Fees will be due the month a cancellation form is completed and for the following month in full. If Services include a website, files to rebuild the website with another provider will only be offered in the initial 12 month term has been completed. If Client terminates this agreement prior to the first 12 months, Client will be required to pay for remaining costs for the website construction which are amortized through the first year. All cancellations require a contract termination form which will be provided by a Preferred staff member and must be signed by Client.
- 3. Payment Terms.** The fees for the Services are set forth in the Order. Fees must be paid on a monthly basis in advance. Fees will be charged to the credit card identified in the Order unless Client has made other arrangements with The Company (provided that The Company will be under no obligation to accept any form of payment other than credit card payments). Client is responsible for ensuring that its credit card information is up to date at all times. By executing this Agreement, Client hereby authorizes The Company to charge Advertiser's credit card for all applicable Services within two business days after The Company's initial receipt of the Order, and on a monthly basis thereafter. Claims for errors in billing must be made by Client within thirty (30) days after the due date for each applicable payment or such claims will be forfeited. Unpaid amounts will accrue interest at the rate one and one half percent (1.5%) per month, or the highest amount permitted by law, whichever is less, until such amounts are paid. In addition, Client shall reimburse The Company on demand for all reasonable costs and expenses incurred by The Company in collecting any unpaid amounts (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of The Company.
- 4. Authorization and participation.** The individual executing this Agreement represents and warrants that he or she is expressly authorized to bind the Client on whose behalf the advertising commitment is made. Client understands and accepts that the placement of advertising with Preferred constitutes acceptance of a binding agreement to abide by all applicable terms and conditions set forth. It is also understood that as part of this Agreement, Preferred Office Technologies might need participation from the Client in order to get information for the contracted products and services, such as mailers from search engines, content for websites, authorization to take over a listing, administrative control of social media sites, or similar. Client agrees not to unreasonably withhold any such information in regards to setting up their services and realizes that failure to get this necessary information to Preferred Office Technologies in a timely manner might delay the launch of ordered products and services or affect the intended effectiveness of the overall campaign in compliance with the Term of this Agreement.
- 5. License to Client Materials.** Client grants to The Company a worldwide, non-exclusive, royalty-free license (with the right to sublicense to its Service Provider and/or such Service Provider's Vendors) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any all drawings, pictures, slogans, text, audio, video, or other content furnished by or on behalf of Client under the applicable Order (collectively, "Advertiser Materials") in the media and via the distribution methods expressly contemplated in the applicable Order. The Company may modify or adapt the Client Materials to the extent necessary to transmit, display or distribute it over computer networks and in various media and/or make changes to Client Materials to the extent necessary to provide the Services and to conform and adapt the Client Materials to any requirements or limitations of any networks, devices, services or media.
- 6. Indemnification.** Client agrees to defend, indemnify and hold harmless The Company, its parent and affiliates, Service Provider, and each of their respective directors, officers, employees, contractors, agents and assigns, from and against any claim, loss, demand, cause of action, debt or liability, including reasonable attorneys' fees resulting from a third-party claim arising out of: (i) any Advertiser Materials provided by Advertiser for use by The Company and/or its Service Provider under this Agreement, including, without limitation, any claim that any such Client Materials are libelous or defamatory or violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any rights of privacy or publicity; (ii) the breach or alleged breach of any representation or warranty made by Client in this Agreement, or (iii) any claim relating to Advertiser's products or services.
- 7. Force Majeure.** Any delay in or failure of performance by The Company will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of The Company, including, but not limited to, public emergency or necessity, restrictions imposed by law, acts of God, war, riot, strikes, power outages, or failures of the Internet.
- 8. Modifications to this Agreement.** The Company reserves the right to amend or revise the terms of any Order and/or this Agreement at any time upon thirty (30) days written notice to Client. If such amendments or revisions are to material terms of this Agreement and are not acceptable to Client may cancel this Agreement without penalty or liability by providing written notice to The Company within such thirty (30) day period.
- 9. Personal Guaranty.** If Client is a corporation, LLC, partnership, or other artificial entity, the undersigned person hereby guarantees punctual payment by client as required by this Order. The undersigned guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, and indulgences and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance under this Order and to any and all changes in the terms of this Order. Company may enforce this guaranty without first resorting to or exhausting other remedies provided by the Order or the law. Guarantor agrees to pay all reasonable costs and attorney's fees incurred by Company in enforcing this guaranty. Guaranty signed this Guaranty in consideration of Company's willingness to enter in this Order with Client.

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Name of Guarantor (Print Name)

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By signing, I understand and agree to the these terms and conditions