



## THE BAR PAGES

### Terms and Conditions

- 1) This application shall become a binding agreement only when signed by the Advertiser and accepted by *the Bar Pages* or once the Advertiser registers online via *the Bar Pages* website. Once accepted by *the Bar Pages* or once Advertiser accepts this contract through registration, this application constitutes a full and complete statement of the terms and conditions of the Agreement between Advertiser and *the Bar Pages* (hereinafter the "Agreement"). Neither *the Bar Pages* nor Advertiser shall be bound by any representation, promise or understanding not expressly set forth herein, nor shall this Agreement be changed by deletions from or additions to its text. This written Agreement constitutes the entire agreement between the parties.
- 2) Notwithstanding any statement or representation of any representative of *the Bar Pages* the contrary, *the Bar Pages* does not warrant, guarantee or otherwise represent that Advertiser's on-line and or mobile advertising will be installed without errors or omissions. Advertiser expressly acknowledges that errors may occur in the advertising, which is the subject of this application and Agreement. Advertiser agrees that *the Bar Pages* is not liable for any errors or omissions in Advertiser's on-line and or mobile advertising.
- 3) *The Bar Pages* will install Advertiser's advertising on-line and or mobile on the day and at the approximate time specified, except in the event *the Bar Pages* is unable to install such advertising due to a defect or breakdown of lines or equipment, legal restrictions, labor dispute, government action, or any other cause beyond the control of *the Bar Pages*, or in the event of the appropriation of time for preparation of news information of an event or program that in the sole discretion of *the Bar Pages* is deemed to be of public importance. Such justified failure to install advertising shall not constitute a breach by *the Bar Pages*, and the advertiser agrees NOT to hold *the Bar Pages* liable.
- 4) *The Bar Pages* has the continuing right to edit and modify all advertising to the extent necessary to conform to the public interest and the programming and operating policies of *the Bar Pages*. *The Bar Pages* retains the right to refuse to use any advertising that does not, in *the Bar Pages*' sole judgment, conform to the public interest or to *the Bar Pages* policies, or which may violate the rights of others, be lewd or obscene, constitute libel or slander, violate any law or government policy, or lack technical qualities sufficient for posting purposes, all which shall be within the sole judgment of *the Bar Pages*. *The Bar Pages* reserves the right to add material to such advertising as may, in the opinion of *the Bar Pages*, better integrate or relate such advertising to the programming or format of the on-line and or mobile service. In the event Advertiser fails to furnish advertising material or copy or *the Bar Pages* does not approve such material and Advertiser fails to furnish satisfactory substitute material, *the Bar Pages* shall have the right, but not the obligation, to furnish new or modified advertising and to install the same. In such event, Advertiser agrees to pay *the Bar Pages* its prevailing or published charges for its provision time, material and talent.
- 5) All on-line and or mobile advertising content must be delivered to *the Bar Pages*. In the event Advertiser fails to deliver the content, *the Bar Pages* shall be relieved of any and all obligations to comply with or honor the schedule set forth by the advertiser.
- 6) Advertiser agrees to be responsible for the payment of all charges for advertising inserted under this Agreement, whether placed by Advertiser or Advertiser's advertising agency or representative. Payment by Advertiser to an advertising agency for advertising inserted, without proof of receipt of such payment from *the Bar Pages* shall not discharge Advertiser from its liability to *the Bar Pages* for payment of all charges for advertising inserted.
- 7) Advertiser shall pay for all advertising immediately after its receipt of the statement or invoice from *the Bar Pages*. *The Bar Pages* reserves the right to terminate or withhold the installation of further advertising under this Agreement at any time for Advertiser's failure to pay for Advertising installed as provided herein or for Advertiser's failure to comply with any provision of this Agreement.
- 8) Any bill, statement or invoice rendered to Advertiser by *the Bar Pages* shall be conclusive as to correctness and shall constitute an account stated unless written objection is made thereto by the Advertiser or *the Bar Pages* within five (5) days from the receipt thereof.
- 9) Except as is otherwise apparent, all abbreviations, symbols and terms used in this application and Agreement shall have the meanings and definitions normally used in the advertising industry, and Advertiser hereby acknowledges that it knows and is aware of such meanings and definitions and has no questions or confusion regarding them.
- 10) Advertiser will defend, indemnify, and hold *the Bar Pages* harmless from all claims, losses, damage, judgments, and liability resulting in any way from *the Bar Pages*' performance of its obligations under this Agreement, including but not limited to, allegations of libel, slander, illegal competition or unfair trade practice, infringement of trademarks or trade names, violation of right of privacy or infringement of copyrights and/or proprietary rights or any violation of state or federal law prohibiting false, fraudulent, deceptive or misleading advertising, which arises from or which is claimed to have arisen from or resulted from the advertising which is the subject of this application and Agreement together with any expenses, including attorneys' fees and court costs, incurred by *the Bar Pages* in connection therewith. Without limiting the foregoing indemnification in any way whatsoever, the Advertiser hereby represents and warrants that any advertising it submits pursuant to this application and agreement is truthful and in compliance with all applicable laws and regulations.
- 11) *The Bar Pages* reserves the right to revise the rates, terms and specifications set forth on the front side of this agreement at any time without prior written notice to the Advertiser and Advertiser agrees to accept this agreement subject to the foregoing reservation.
- 12) If any legal action is brought to enforce, interpret or give effect to any provision of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees actually incurred from the other party.
- 13) If at any time Advertiser, using either its legal name or fictitious business name (dba), enters into a bulk sale, a bulk transfer escrow or sale escrow, it shall, as a condition hereof, immediately notify *the Bar Pages* by certified mail, of such event. Advertiser's failure to so notify *the Bar Pages* shall result in ratification of the debt of Advertiser to *the Bar Pages* and preclude the termination of such debt through any of the above mentioned transactions.
- 14) The rights and remedies granted in the Agreement to *the Bar Pages* are cumulative, and the exercise of those rights and remedies shall by without prejudice to the enforcement of any other right or remedy available to *the Bar Pages* by law or authorized by this Agreement.
- 15) All cancellation requests must be given in writing or via email to the account executive and account manager at least 30 days in advance.
- 16) Cancellation dates that fall after the 1<sup>st</sup> of the month will go into effect at the end of that month, services will continue to run and be billable until the last day of that month.
- 17) In the event an advertiser uses their website or a 3<sup>rd</sup> party's hosting site they agree to accept full responsibility and hold *the Bar Pages* free from any liability.
- 18) All creative must be compliant to *the Bar Pages* specifications.
- 19) ETF Form or Credit Card auth form executed with this contract will be used to pay for services and will be charged as indicated on the insertion agreement.
- 20) The Terms and Conditions of this Contract are considered confidential and may not be shared with any 3<sup>rd</sup> party. Breach of this Agreement may result in loss of privileges up to and including cancellation.
- 21) This Agreement voids all previous interactive contracts with *the Bar Pages*.
- 22) **All content uploaded or posted must be G-rated for the General Audience.**
- 23) **Personal Accounts** are meant for **Personal Use ONLY** and not intended for Business use **Please!!**. Any content that is not deemed for personal use may be subject to suspension and or termination of the account and may be barred indefinitely. (With NO refunds)
- 24) **Advertiser agrees that any views or opinions presented in the content of the videos that are uploaded are solely those of the advertiser and Not of "The Bar Pages".**
- 25) **Advertiser agrees that any unauthorized use of our website, Cube Tag, generator, technology, etc is subject to fines for the damages for any infringement of patent, trademark or copyright that belongs to the Bar Pages.**
- 26) Advertiser also agrees to comply with the policies of all our affiliates and partners. Advertiser also acknowledges the use of API's and agrees to the terms of use and policies of those companies who own them.
- 27) Advertiser agrees that the campaigns are 12months in length. The advertiser can activate the barcodes at any time but they have a year or 12months to use the generator unless they elect to continue with the renewal. If the advertiser elects NOT to renew the contract then they will only have access to the generator for the original 12 months of the contract, otherwise any unused barcodes will be dormant till they opt to renew again.(Note: The advertiser only has 30 days to renew the contract from the expiration of the campaign otherwise, they will be charged for a new package.)
- 28) Advertiser agrees that there are **NO** refunds and acknowledges that there is **NO** "Cooling Off Period". Once the contract is executed the advertiser is obligated for the full length of the contract.
- 29) Advertiser agrees and acknowledges that any unauthorized Reselling of this campaign, products, and services is prohibited unless given permission by the Bar Pages.
- 30) **Advertiser agrees that any alteration of any kind on the Barcodes generated by our system is strictly prohibited unless otherwise approved by the Bar Pages.**
- 31) **This Agreement automatically renews at the end of the commitment term unless otherwise cancelled by either party.**