

# Online Advertising Agreement Terms and Conditions

1. **Agreement.** These Terms and Conditions together with the accompanying signed Insertion Order constitutes a binding agreement between the advertiser identified on the Insertion Order ("Advertiser") and OnlineEquine.com ("OE"). The Agreement may not be assigned or transferred by the Advertiser.

2. **Advertising.** The Advertiser shall purchase the online advertising package at the rate listed, and for the duration specified, in the accompanying signed Insertion Order ("IO").

3. **Positioning.** Except as otherwise expressly provided in the IO, positioning of advertisements is at the sole discretion of the OE. Advertiser acknowledges that OE has not made any guarantees with respect to usage, statistics, or levels of impressions for any advertising except where expressly stated in the IO. To the extent OE provides Advertiser with estimated usage it does so only as a courtesy to Advertiser and shall not be held liable for any claims related to usage.

5. **Payment.** Advertiser shall make payment within 10 days of the billing date indicated on the OE invoice. OE reserves the right to request full or partial payment before publishing any advertisement and to cease publishing any advertisement when payment for previous advertising is more than 14 days overdue. In the event any account becomes past due, in addition to such other remedies as it may have, the full amount of the account shall immediately become due and payable by Advertiser. Advertiser is responsible for all expenses incurred in connection with the collection of past due amounts payable, including attorney's fees and costs.

6. **Cancellation.** Advertisements scheduled for insertion may be cancelled by the Advertiser if OE is notified in writing on or before the copy deadline date of scheduled publication. When an Advertiser cancels all or part of a multiple IO, the Advertiser is responsible for payment of the rate differential resulting from such cancellation.

7. **Rejection of Advertisements.** Notwithstanding anything in this Agreement to the contrary, OE reserves the right to reject or cancel any advertisement at any time, for any reason (including but not limited to OE 's belief that the advertisement conflicts with OE policy or association objectives, competes with OE products or services, is false or misleading, may degrade the graphic quality of the OE website, or may subject OE to criminal or civil liability).

8. **Indemnification.** Advertiser assumes all liability for content of advertising and agrees to defend, hold harmless, and indemnify OE from all claims, losses, judgments, damages, costs and expenses of any nature whatsoever, including but not limited to reasonable attorney fees, for which the OE may become liable by reason of its publication of the Advertiser's advertisements.

9. **Liability Limitation.** Liability for typographical errors, wrong insertions, late publications, and/or nonpublication, or other Association nonperformance is limited to the amount charged to the Advertiser by the OE. In no event shall OE be liable to 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 agreement or the publication of or failure to publish any advertisement.

10. **Force Majeure.** Neither party shall be held responsible for delay or failure in performance under this Agreement caused by acts of God, fires, floods, strikes, terrorism, work stoppages, breakdown of equipment, government action, internet or website downtime, or other causes beyond the affected parties' reasonable control.

11. **Governing Law.** This Agreement is governed by the laws of the State of Ohio without regard to its conflict of laws rules or principles.

12. **Termination.** OE shall be entitled to terminate this Agreement with or without cause upon 30 days written notice to Advertiser. In the event of termination under this paragraph, OE shall refund or credit Advertiser for the unused pro-rata portion of the price of the advertising purchased.