

BUSINESS NAME: _____ CATEGORY: _____

TAGLINE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

MAIN BUSINESS CONTACT: _____ PHONE: _____

EMAIL: _____ WEBSITE: _____

USERNAME: _____ PASSWORD: _____

SEARCH TERMS: _____

ZIP CODES: _____

BUSINESS DETAILS PICTURES COUPON VIDEO BASIC STANDARD PREMIUM

CREDIT CARD TYPE:    

CREDIT CARD NUMBER: _____ EXP. DATE: _____

CARDHOLDER NAME: _____ 3 DIGIT SECURITY CODE: _____

AUTHORIZED SIGNATURE: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

NOTES: _____

CUSTOMER TERMS AND CONDITIONS FOR LOCALADLINK, INC. NETWORK

In order to place Advertisements, links, and/or directories on the LOCALADLINK NETWORK, YOU herein defined as the ("LOCALADLINK CUSTOMER") will be subject to the Terms and Conditions set forth herein. LOCALADLINK, INC the ("COMPANY") will supply LOCALADLINK CUSTOMER with an Insertion Order ("IO") requesting COMPANY'S delivery of an advertising campaign or package ("Campaign") on the LOCALADLINK NETWORK and/or other web-based advertising mediums owned or controlled by COMPANY. The IO, when properly accepted in writing by COMPANY, shall incorporate and be governed by the terms and conditions set forth herein (these "Terms") and shall be evidence of LOCALADLINK CUSTOMER purchase.

1. License: Creative. LOCALADLINK CUSTOMER hereby grants to COMPANY a world-wide non-exclusive, royalty-free license to use, reproduce and display all creative materials LOCALADLINK CUSTOMER provides to COMPANY for disseminating the advertisement and delivering the Campaign including, but not limited to, all content, trademarks and brand features contained therein ("Creative"). COMPANY shall position the Creative within the Network in COMPANY'S sole discretion within the Campaign parameters specified in the COMPANY'S published materials and IO. LOCALADLINK CUSTOMER will provide the Creative in accordance with COMPANY'S standard practices and policies. COMPANY may reject any Creative submitted by LOCALADLINK CUSTOMER if in COMPANY'S reasonable discretion; such Creative is inappropriate or misleading. COMPANY shall not be liable for any delays resulting from LOCALADLINK CUSTOMER'S failure to provide conforming Creative.

2. Term; Cancellation. These terms shall commence on the date COMPANY accepts the IO and terminate on the end date designated in the IO. COMPANY may cancel any Campaign or IO at any time upon notice to LOCALADLINK CUSTOMER if in COMPANY'S reasonable discretion, delivery of such Campaign or IO would violate any applicable laws, company policy, rules and regulations; violate any third party rights; or cause deception or fraud. LOCALADLINK CUSTOMER may cancel any Campaign within the first 72 hours only, otherwise all Campaigns will continue in effect for the entire duration in accordance with the type of package selected and IO submitted (Campaign Period). All cancellations must be received with written notice to COMPANY sent by e-mail, certified mail, courier or overnight delivery within 72 hours of placing the order. LOCALADLINK CUSTOMER shall remain responsible for all amounts due under the IO for Campaign delivery by COMPANY through the Campaign Period.

a) Obligations Following Termination. Upon termination of this Agreement, all Data transfers and links to or from the COMPANY Web Site, to the LOCALADLINK CUSTOMER Web Site shall be promptly discontinued. The representations and warranties, indemnification and non-disclosure provisions of this Agreement shall survive termination of this Agreement in accordance with their respective terms.

3. Reports; COMPANY shall provide LOCALADLINK CUSTOMER a regular report detailing Campaign delivery and performance, in accordance with the reporting terms set forth in the IO. COMPANY will also track Campaign delivery and agrees to give relevant and non-proprietary Campaign statistics where available.

4. Payment. The IO and these terms and conditions shall specify and define the terms under which COMPANY will receive payment for delivery of the Campaigns. COMPANY shall charge LOCALADLINK CUSTOMER a One time fee for the delivery period of the Campaign at the time the specific Campaign Package is selected. Those Campaigns currently being offered by the COMPANY are as follows; One month of continued Campaign service (Bronze Package), Three months of continued Campaign service (Silver Package) or Six months of continued Campaign service (Gold Package). At the end of each Campaign you will be notified of your right to terminate the Campaign service if you do not notify the Company before your Campaign service ends you will be automatically enrolled in an extended Campaign. All Campaigns extended shall be billed by COMPANY on the same terms as the initial Campaign. All credit cards on file with the COMPANY shall be charged in accordance with such Campaign service. All overdue payments to COMPANY shall accrue interest at the lesser rate of (1.0%) per month or the maximum rate allowed by law.

5. LOCALADLINK CUSTOMER Representations: LOCALADLINK CUSTOMER represents and warrants to COMPANY that: (a) it has the right to enter into these Terms and perform its obligations hereunder; and (b) the Creative and delivery of the Campaign does not and shall not (i) infringe any rights of any third party including, without limitation, intellectual property rights and rights of privacy and publicity, (ii) violate any applicable laws, rules or regulations, (iii) be defamatory, obscene, harmful to minors, fraudulent, misleading or inaccurate, or (iv) contain any viruses or other computer programming routines that are intended to damage or detrimentally interfere with any system, data or personal information.

6. COMPANY Representations: COMPANY represents and warrants to LOCALADLINK CUSTOMER that: (a) it has the right to enter into these Terms and perform its obligations hereunder; (b) COMPANY'S NETWORK consists of online sites who have voluntarily consented ("opted in") to receive the Campaign; and (c) to the best of COMPANY'S knowledge, the Campaign shall be delivered in accordance with all applicable laws, rules and regulations, including any prohibitions against "spamming".

7. Indemnification: Each party shall indemnify, defend and hold the other harmless, including such party's affiliates, directors, officers, employees and agents (collectively, "Affiliates"), from and against any and all claims, allegations, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of third party claims arising out of the indemnifying party's breach or violation of these Terms, including the representations set forth herein. In addition, LOCALADLINK CUSTOMER shall indemnify, defend and hold COMPANY and its Affiliates harmless from and against any and all claims, allegations, losses, liabilities, costs and expenses (including reasonable attorneys' fees) by third parties arising from the content or subject matter of any Campaign, including any allegation that such content or subject matter is illegal or harmful in any manner, violates the right of a third party, is defamatory or obscene, or violates any law, regulations or other judicial or administrative action. Promptly upon becoming aware of a claim for which indemnity will be sought, the indemnified party shall give written notice to the indemnifying party of such claim. The indemnified party shall give the indemnifying party the sole control of the defense of any claim and, at the indemnifying party's expense, shall provide the indemnifying party such reasonable cooperation as the indemnifying party reasonably requests to defend or settle such claim; provided, (i) the indemnified party shall be entitled to participate at its own expense in the defense of any such claim and (ii) the indemnifying party will not acquiesce to any judgment or enter into any settlement that adversely affects the indemnified party's right or interests without the prior written consent of the indemnified party.

8. Customer Information: LOCALADLINK CUSTOMER hereby grants to COMPANY for use and distribution through COMPANY Web Site during the Term specified, the non-exclusive and non-transferable, worldwide, fully paid limited license to use the LOCALADLINK CUSTOMER Data for the purpose of promoting the business of LOCALADLINK CUSTOMER and the LOCALADLINK NETWORK through the relationship with COMPANY created by this Agreement.

9. NO WARRANTIES; LIMITATION OF LIABILITY: COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY ASSURANCES OR PROMISES OF ANY LEVEL OF SUCCESS IN CONNECTION WITH ANY CAMPAIGN. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (WHETHER OR NOT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, BE GREATER THAN THE AMOUNTS PAID TO COMPANY HEREUNDER.

LOCALADLINK CUSTOMER'S sole remedy, for failure of delivery of all or a portion of a Campaign shall be limited to either: (a) a refund of part or all, as applicable, of the monies paid by LOCALADLINK CUSTOMER for such undelivered portion; or (b) COMPANY'S delivery of a "make good" Campaign under terms acceptable to both parties, such acceptance shall not be unreasonably withheld. Without limiting the foregoing, COMPANY will have no liability for any failure or delay caused by a force majeure event, including but not limited to, government action, fire, flood, earthquake, power loss, riot, explosion, embargo, act of terrorism, work slowdown or any other event beyond COMPANY'S reasonable control.

10. Governing Law; Venue. These Terms shall be construed in accordance with and governed by the laws of the State of Nevada, U.S.A., without regard to principles of conflicts of law. Each party consents to the exclusive jurisdiction and venue of the courts of Las Vegas, Nevada, for the resolution of any action arising out of these Terms.

11. Miscellaneous: These Terms constitute the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties regarding the subject matter contained herein. These Terms may be amended only by a writing executed by a duly authorized representative of each party. Each party is an independent contractor and not a partner, joint venturer or employee of the other. All notices shall be sent to the addresses or contact information set forth on the IO. If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms, which shall remain in full force and effect. The waiver of any breach or default of these Terms will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. The obligations in Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 shall survive termination of these Terms.

DATE: _____ PRINT NAME: _____

SIGNATURE: _____