

ONLINE ADVERTISING AGREEMENT

THIS ONLINE ADVERTISING AGREEMENT (herein after referred to as the "Agreement") is made and entered into on receiving online advertisement, and amount of \$ per agreed online advertisement price. Allow up to 5 business days to post online advertisement. (herein after referred to as the "Start Date") by and between Larson Web Visions (hereinafter referred to as the "Larson Web Visions") and "name of business" or "name of person" submitting information (hereinafter referred to as the "Client").

In consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. TERM

This Agreement shall commence on receiving online advertisement, and amount of \$ per agreed online advertisement price (hereinafter referred to as "Start Date") and shall expire on amount of monies received per agreed online advertisement price.

2. COMPENSATION

The Client shall pay the Larson Web Visions an amount of \$ per agreed online advertisement price as consideration for the publication of the advertisement(s) on the website.

All fees and payments are due and payable upon the execution of this Agreement. Late payments are subject to interest accrued at the rate of 1.5% per month, or up to the maximum amount allowed by law, whichever is greater. In the event if payment is not received, the Larson Web Visions reserves the right to suspend the advertisement posted on the website.

3. ADVERTISEMENT DISPLAY AND SERVICES

Larson Web Visions agrees to publish the Advertisement(s) for a period of an amount of \$ per agreed online advertisement price, days starting and ending on the website. Larson Web Visions reserves the right to alter the advertising schedule as necessary.

If Client desires to take the listed advertisements off the website prior to the end of the one week period, the request must be submitted in writing. No refund will be made for such early withdrawal of advertising.

4. CONTENT

All advertisements must be submitted digitally via sales@larsonwebvisions.com or mailed to Larson Web Visions. Larson Web Visions will not be held responsible for the quality of any portion of the advertisement that does not meet the established mechanical criteria.

Client shall assume full responsibility and liability for the content of its advertisement. Larson Web Visions is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in Client's content. If Client desires to modify its content, it shall provide a written request to Larson Web Visions specifying in detail the modification desired. Larson Web Visions shall, within a reasonable time, effectuate the modifications to the content for a fee agreed upon.

5. CONTENT RESTRICTIONS AND RIGHT TO REJECT AND CANCEL

Advertisements shall not contain or contain links to, content promoting the use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content; explicative or inappropriate language; content promoting illegal activity, racism, hate, "spam", mail fraud, pyramid schemes, or investment opportunities or advice which is not permitted under law; content that is libelous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by Larson Web Visions in its sole discretion. Use of any such inappropriate content by the Client will result in the suspension, termination and removal of the advertisement or any other action deemed necessary in Larson Web Visions's sole discretion.

Larson Web Visions reserves the right to review and approve the suitability of the advertisements submitted. Larson Web Visions may reject or cancel any Advertisement for any reason which Larson Web Visions believes in good-faith to be detrimental to Larson Web Visions, its agents, employees and/or assigns, including but not limited to, the following: Advertisements which fail to conform to applicable laws and regulations, Larson Web Visions's policies, or the public interest. If Larson Web Visions so rejects Client's Advertisement or terminates its display, then this Agreement shall be terminated, and Larson Web Visions will return any prepaid advertising fees to Client.

6. INTELLECTUAL PROPERTY RIGHTS

A. Client grants Larson Web Visions a nonexclusive license to set up and display the Client's Advertisement (including any trademarks and service marks shown) during the term of this Agreement. Upon termination of this Agreement, the Larson Web Visions will uninstall the Client's Advertisement, destroy all copies of it and cease further display of the Advertisement.

B. Nothing in this Agreement grants Client any right to use the name, trademark, or service mark of Larson Web Visions in any advertisement, sales promotion, or press release without Larson Web Visions's prior written approval.

7. LIMITATION OF LIABILITY

The Larson Web Visions and Client hereby agree that Larson Web Visions exercises no control and has no responsibility whatsoever over the content or quality of any advertising material; use of Larson Web Visions's service is at Client's own risk. Except as expressly provided herein, the services are provided "as is" and "as available" and Larson Web Visions disclaims all warranties of any kind, whether express or implied, for the advertisement services, including but not limited to the implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Larson Web Visions shall not be liable for any contents of the Advertisement. Larson Web Visions makes no warranty or guarantee of any kind for sale of Client's products or services advertised on the Larson Web Visions's website.

Without limiting the foregoing, Larson Web Visions's entire liability under, for breach of, arising under, or related to this Agreement or the services to be provided hereunder (whether in tort, Agreement or any other theory), and Clients sole remedy is for Larson Web Visions if possible, to provide the services agreed hereunder or refund any amounts prepaid by Client related to the services giving rise to such liability. In no event shall Larson Web Visions be liable for direct, exemplary, special, incidental consequential damages, or costs, including but not limited to, any lost profits or revenues, loss of use or good will, or any third party claims.

8. CLIENT'S WARRANTIES

The Client hereby warrants that:

A. The advertisement is truthful and will not violate any foreign, federal, state, or local law or regulation;

B. The advertisement will not infringe or misappropriate any copyright, trademark, patent, trade secrets, publicity, or privacy rights of any person or third-party in any jurisdiction;

C. The advertisement does not contain any material which is unlawful, harmful, abusive, hateful, obscene, threatening, or defamatory. (Refer to Section 5: Content Restrictions and Right to Reject and Cancel)

9. INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless Larson Web Visions, its officers, directors, sub-licensees, employees, members and agents, from and against all losses, costs, damages and expenses, including reasonable legal and accounting fees, arising from any claims, actions, or demands, for infringement of the rights of third parties based upon publication of the Client's advertisement, including but not limited to claims or lawsuits arising from defamation, copyright or trademark infringement, misappropriation, rights of privacy or publicity or from any and all similar claims. Larson Web Visions shall provide notice to Client promptly of any such claim, suit, or proceedings.

10. TERMINATION

Larson Web Visions may terminate this Agreement immediately at any time and for any reason, with or without cause. Client may terminate this Agreement prior to the end of the duration of Advertisement, by delivering fifteen (15) days' written notice to Larson Web Visions.

11. GOVERNING LAW & JURISDICTION

All issues relating to this Advertising will be governed by the laws of the state of Idaho. Any action relating to the Advertising must be brought in the state of Idaho, and the parties hereby consent to the jurisdiction of such courts. The prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceedings, in addition to any other relief to which it may be entitled.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes any prior agreement, terms and conditions, understanding, representations, discussions, negotiations, and agreements, whether written or oral.

13. MODIFICATIONS & WAIVERS

The Agreement may not be modified except by written instrument signed by both parties. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

14. ASSIGNMENT

Client may not assign its rights or obligations arising under this Agreement without Larson Web Visions's prior written consent. Larson Web Visions may assign its right and obligations under this Agreement.

15. SEVERABILITY

If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

16. NOTICES

By submitting your information, the Client is agreeing to terms and conditions of this Online Advertising Agreement. All notices, requests, and other communications required to be given under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, emailed, or delivered by hand to the party to whom such notice is required or permitted to be given. Any such notice will be considered to have been given when received, or if mailed, five business days after it was mailed, as evidenced by the postmark. The mailing address for notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this Section.



Larson Web Visions

P.O. Box AL

Twin Falls, Idaho 83303-2598

Website: <http://www.larsonwebvisions.com>

Email: sales@larsonwebvisions.com

Cell: (208) 731-2007

Make Checks Payable to: **Larson Web Visions**

Magic Valley Online – Business Directory – Twin Falls, Idaho

Website: <http://www.magicvalleyonline.com>