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# LIMESTONE POST

WRITERS WITH A VOICE, PHOTOGRAPHERS WITH A VISION

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## Advertising Terms and Conditions

1. Payment. Advertiser agrees to pay Limestone Post the fee set forth in the Advertising Agreement, representing the full amount due for one month of display, payable before the Advertisement is displayed by Limestone Post. For subsequent months, Advertiser agrees to pay Limestone Post monthly, the full amount due no later than the first day of each month until the termination of the Advertising Agreement.
2. Termination. Limestone Post and Advertiser may terminate the Advertising Agreement (1) upon 14 days' prior written notice to the other party. Limestone Post may, without any responsibility to the Advertiser, reject, cancel, or require an Advertisement to be amended if Limestone Post considers it unsuitable or contrary to these Terms and Conditions.
3. Parties' Responsibilities:
  - a. *Limestone Post agrees to do the following:*
    - i. Place and publish the Advertisement on Limestone Post as detailed in the Advertising Agreement.
    - ii. Notify Advertiser of any changes to the web site which would materially change its target audience or the size and/or placement of the Advertisement at least five days prior to implementing such changes.
  - b. *Advertiser agrees to do the following:*
    - i. Provide assistance and cooperation to Limestone Post to enable Limestone Post to place and publish the Advertisement.
    - ii. Deliver a complete Advertisement of acceptable quality, content, format, and technical specification to Limestone Post within ten (10) days of executing the Advertising Agreement.
4. Advertiser's Representations and Warranties.
  - a. The content comprising the Advertisement and any web site advertised by such Advertisement is not defamatory, discriminatory, violent, or obscene; and does not constitute false advertising, solicit unlawful behavior, or violate any applicable laws, rules or regulations.
  - b. Advertiser has the right to sell the products or services contained within the content of the Advertisement.
  - c. The Advertisement is free of any and all viruses, adware, and malware, and it will not cause an adverse effect on the operation of the Limestone Post Web site.
  - d. All text, graphics, photos, designs, trademarks, hyperlinks or other content comprising the Advertisement and any web site advertised by such Advertisement are owned by the Advertiser or the Advertiser has permission from the rightful owner to use each of these elements. Advertiser further represents and warrants that any domain names or URL listing for any advertised web site do not infringe, dilute, or otherwise violate third-party rights or trademarks.
5. Property Rights.
  - a. *Of Limestone Post:* All text, graphics, photos, designs, trademarks, hyperlinks or other content on the Limestone Post web site are the property of Limestone Post and Advertiser has no ownership rights or other property rights therein.
  - b. *Of Advertiser:* Notwithstanding the above, all text, graphics, photos, designs, trademarks, service marks, trade names, hyperlinks or other content comprising any Advertisement provided, leased or licensed to Limestone Post are the sole property of the Advertiser, and Limestone Post has no ownership or other property rights in or to such items.
6. Confidential Information. Each party agrees during the term of the Advertising Agreement and thereafter, to keep confidential and not to use or disclose, except with the written authorization of the other party or as required by law, any Confidential Information, as hereinafter defined. Confidential Information means any of the parties' proprietary information, technical data, trade secrets or know-how, including but not limited to, reports, research, products, services, customer lists, software, developments, inventions, processes, technology, designs, drawings,

marketing, finances, or other business information disclosed to one party by the other, directly or indirectly. Confidential Information shall not include any information (1) previously known to the receiving party; or (2) is or becomes generally available to the public.

7. Liability of Limestone Post.
  - a. Limestone Post shall not be responsible for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which results to Advertiser.
  - b. Limestone Post does not guarantee continuous, uninterrupted access by users of its web site, but will use reasonable efforts to maintain the web site and to minimize any web site downtime or errors that affect the display of the Advertisement.
8. Indemnification. Advertiser shall indemnify and hold harmless Limestone Post, its affiliates, employees, agents, representatives, successors and assigns against and in respect to all actions, suits, proceedings, demands, assessments, fines, judgments, costs and expenses, including without limitation reasonable attorneys' fees, whether brought by third parties, incident to all liabilities resulting from or arising out of (1) the publication of the Advertisement on the Limestone Post web site pursuant to this Advertising Agreement; or (2) Advertiser's breach of any of its obligations, agreements or duties under this Advertising Agreement.
9. Attorney's Fees. If a suit or action is brought by either party under the Advertising Agreement or these Terms and Conditions to enforce any provision herein, or in any appeal therefrom, it is agreed that Limestone Post shall be entitled to reasonable attorney's fees to be fixed by the trial court and/or appellate court.
10. Governing Law. The Advertising Agreement shall be governed by the laws of the state of Indiana. The parties agree that any claims, legal proceedings, or litigation arising in connection with the Advertising Agreement shall be brought in the state courts in Indiana, with proper venue being Monroe County, and the parties consent to the jurisdiction of such courts.