

AIM (DBA BRICKYARD INTERNET MARKETING) TERMS & CONDITIONS FOR INTERNET ADVERTISING

These Terms and Conditions together with the Invoice Order collectively constitute an agreement (the "Agreement") between you (hereinafter "you" or "Customer") and Brickyard Internet Marketing, LLC doing business as Brickyard Internet Marketing (hereinafter "BIM" "we" or "our") for access by you of advertising space on the website described on the Invoice Order (the "Website") for a term of one year.

1. The term of this Agreement commences on the date of execution of the Invoice Order by you.

2. You will provide to us the advertising material you designate for placement on the Website (hereinafter "Customer Content") within ten (10) business days of the execution of the Invoice Order in a form and through media acceptable to us. We may redesign or modify the organization, structure and/or formatting of the Customer Content as necessary. Within forty-five (45) business days after receipt of the Customer Content we will either post the Customer Content on the Website or advise you if, for any reason, the Customer Content supplied by you is unacceptable or incompatible. If, in our sole discretion, we find the content of your **initial** submission of Customer Content to be objectionable or offensive in any respect we will return it to you and you may either supply new or revised Customer Content or you may cancel this Agreement for a full refund of any amounts paid. Any subsequent submission of Customer Content by you that in our sole discretion is deemed unacceptable, objectionable or offensive may result in the immediate termination of the Agreement by us with no credit or reimbursement to you of the Payment made or due. If we return your Customer Content to you for any other reason you will correct the deficiency and deliver compliant Customer Content to us within ten (10) business days.

3. Payment of 50% of the full amount specified in the Invoice Order ("Payment") is due at the execution of the Invoice Order. Payment of the additional 50% of the full amount specified in the Invoice Order is due within thirty (30) days of the completion of work indicated on the Invoice Order. Initial payment of 50% of the full amount specified in the Invoice Order becomes nonrefundable once template has been created for the customer. Failure to submit Customer Content information does not impede payment schedule. Products will be completed as thoroughly as possible without customer provided content and billed for final balance upon completion. Without limiting any other rights and remedies, we may remove, or cause to be removed, your internet marketing products or website and suspend our services hereunder if Payment is not received by the due date. Interest on any unpaid amounts shall accrue at one percent (1%) per month commencing thirty (30) days after the due date of the final Invoice Order. If payment is not received within 60 days of the final Invoice Order due date, all internet advertising products on the Invoice Order become eligible for resale with no refund being made to the customer.

3. In addition to the right to terminate this Agreement for the specific reasons stated in paragraphs 1 and 5, BIM (Brickyard Internet Marketing) reserves the right to terminate this Agreement at any time upon notice to you and unless the termination is based on one or more of the reasons stated herein, BIM (Brickyard Internet Marketing) will reduce or refund your payment under this Agreement pro rata for the remaining term of the Agreement.

4. You represent and warrant that: (1) you are entering into this Agreement for the sole purpose of advertising for your own products or services and not for any products or services offered or furnished by any third party; (2) the Customer Content as well as any other advertising or materials you furnish to BIM (Brickyard Internet Marketing) that concerns or describes you or your product or service is true and accurate and complete, is not misleading by false statement or omission of fact and is not slanderous or defamatory to any other party directly, indirectly or by innuendo; (3) that you have made appropriate investigation and inquiry and that the Customer Content furnished by you for the Website or use in any advertising by or through BIM (Brickyard Internet Marketing) is not subject to any third-party trademark or copyright claims, rights or protection and any and all approvals, consents, permission and or licenses to use or display the content have been duly obtained by you; (4) that you have the right to use and publish any Customer Content that you furnish to us including but not limited to any name, address, trade name, trademark, service mark, picture, likeness, reproduction, endorsement, copyrighted or copyrightable item or other content and that such use complies with all applicable laws, license agreements and other obligations and the use of which does not impair or infringe on any rights of any third parties; (5) that you have made appropriate investigation and inquiry and that you are authorized to advertise and display the business, product or service described or contained in the Customer Content on the Website and that you are authorized to advertise and display the business, product or service described or contained in the Customer Content in conjunction with the other content of the Website and that by so doing you are not in violation of any law, rule or regulation or any particular rules, regulation or law that pertain to your particular industry, profession or services; and, (6) that you are not in violation of any laws, rules, regulations or and licensing requirements that apply to your business, profession, goods or services by advertising on the Website or by posting your Customer Content on the Website.

5. You acknowledge that each and every one of the representations and warranties contained in paragraph 4 of this Agreement is material to us and that we are relying on them in agreeing to enter into this Agreement with you and relying on them in performing our obligations to you under this Agreement. If we should learn or determine that you are in breach of any one or more of the representations or warranties made by you in this Agreement we may immediately terminate our performance of this Agreement and remove your Customer Content from the Website without any prior notice to you, without any right to reimbursement or return of all or part of the Payment and without limiting any of our other rights or remedies.

6. You agree to notify us immediately in writing at any time that you discover that any of the representations or warranties contained in paragraph 4 of this Agreement are not true and correct in all respects and/or if you receive notice or any communication from any third-party that claims directly or by implication that that any of these representations or warranties a contained in paragraph 4 of this Agreement are not true and correct in all respects.

7. You agree to indemnify us and hold us harmless for any and all loss, liability, damage, arising from or out of your failure to perform this Agreement and/or any breach by you of any representation or warranty set forth in this Agreement, including any and all legal costs incurred by us and costs of defense of any lawsuit or litigation against us including but not limited to all attorneys' fees and costs of litigation. BIM (Brickyard Internet Marketing) retains the right to select and/or approve the legal counsel for any such defense provided pursuant to this paragraph.

8. We may, in our sole discretion, post on the Website or through a link within the Website various statements of content, disclaimers or statements to the visitors and users of the Website concerning the content of the Website and access to and usage of the Website and may modify such statements and disclaimers from time to time without prior notice to you.

9. In the event that the Customer Content supplied by you as approved and posted by us fails to display or the Website is inaccessible on the internet generally or malfunctions periodically ("Malfunction"), for any Malfunction for period of less than three continuous days, we shall have no liability to you for breach of this Agreement or for any damages or loss of business, revenue, goodwill or profits by you including but not limited to foreseeable or unforeseeable damages, special, indirect, incidental, or consequential damages. In the event that there is a Malfunction for a period of three continuous days or more, your sole and exclusive remedy is a refund to you on a prorata basis such portion of your annual payment for the period of the malfunction except for any Malfunction due to events described in paragraph 10 of this Agreement.

10. In no event shall we have liability or be deemed in breach hereof for any failure or delay of performance of any duration resulting in whole or part from any governmental action, fire, flood, insurrection, war, earthquake, power failure, network failure, riot, explosion, embargo, strikes, terrorist act, labor or material shortage,

transportation interruption of any kind or work slowdown or any other condition not reasonably within our control. Your payment obligation is not excused or reduced upon the happening of any such event.

11. **YOU AGREE TO WAIVE ANY RIGHT OR CLAIM FOR CONSEQUENTIAL DAMAGES AND LOST PROFITS. YOU AGREE THAT YOUR RIGHT TO RECOVERY FOR ANY BREACH BY BIM (Brickyard Internet Marketing) UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY YOU TO BIM (Brickyard Internet Marketing) PURSUANT TO THIS AGREEMENT AND IN NO EVENT SHALL OUR LIABILITY FOR MONETARY DAMAGES FOR BREACH OF THIS AGREEMENT EXCEED THE AMOUNT YOU HAVE ACTUALLY PAID TO US PURSUANT TO THIS AGREEMENT.**

12. **BIM (Brickyard Internet Marketing) DOES NOT WARRANT AND AFFIRMATIVELY DISCLAIMS THAT THE WEBSITE THROUGH WHICH CUSTOMER WILL DISPLAY ITS ADVERTISING CONTENT AND CUSTOMER CONTENT PURSUANT TO THIS AGREEMENT WILL OPERATE UNINTERRUPTED OR FREE OF ANY NON-MATERIAL ERRORS.**

BIM (Brickyard Internet Marketing) DISCLAIMS ALL WARRANTIES AND CONDITIONS CONCERNING THE WEBSITE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND THE PROVISION OF OR THE FAILURE TO PROVIDE SERVICES.

BIM (Brickyard Internet Marketing) FURTHER DISCLAIMS THAT THE WEBSITE AND OR THE CONTENT CONTAINED ON THE WEBSITE PROVIDED BY CUSTOMERS AND OR BIM (Brickyard Internet Marketing) IS EITHER SUITABLE OR APPROPRIATE TO MEET ANY STANDARDS FOR DESCRIBING OR ADVERTISING A PARTICULAR PRODUCT OR SERVICE OFFERED BY YOU.

BIM (Brickyard Internet Marketing) DISCLAIMS THAT THE WEBSITE OR THE CONTENT OF THE WEBSITE AS POSTED BY BIM (Brickyard Internet Marketing) OR AS FURNISHED BY CUSTOMERS IS ACCEPTABLE, APPROPRIATE OR DOES NOT VIOLATE ANY GOVERNMENT, LOCAL, PROFESSIONAL OR OTHER STANDARDS, RULES, REGULATIONS OR LAWS CONCERNING THE ADVERTISING OR DISSEMINATION OF INFORMATION CONCERNING YOUR SERVICE OR PRODUCT.

13. This Agreement constitutes the entire agreement between you and us with respect to the subject matter herein and supersedes all prior written and all prior and/or contemporaneous oral communications regarding such subject matter. Accordingly, you should not rely on any statement, comments, promises, avowals or representations or warranties that are not expressly set forth in this Agreement. If any provision or provisions of this Agreement shall be held to be invalid or unenforceable the remaining provisions shall not in any way be affected or impaired.

14. This Agreement is not transferable or assignable and may not be conveyed or transferred to another person or entity due to the closing or sale of Customer or Customer's bankruptcy or receivership whether voluntary or involuntary.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the principles of conflicts of law, except to the extent those laws are preempted by federal law. You and BIM (Brickyard Internet Marketing) agree to submit to the jurisdiction of the state and federal courts in Indiana as the exclusive jurisdiction for any action or lawsuit and all proceedings relating thereto arising out of this Agreement.