

## TERMS AND CONDITIONS FOR INTERNET ADVERTISING SERVICES

These Terms and Conditions for Internet Advertising Services (the "Agreement") are entered into by

**Vavasia** (the "Advertising Service Provider"), a trader organized and existing under the laws of the United Kingdom of Great Britain.

### AND:

"**The Customer**" or "**you**" means the party listed on the account you create and you represent you have the authority to agree to this Agreement for that party. You represent and warrant that you are authorized to act on behalf of, and bind to this Agreement, any third party for which you generate ads.

You here by agree and acknowledge:

### RECITALS

- A. The Advertising Service Provider owns and operates the Internet site <http://www.Asiaandater.com> which includes advertising space, graphical and text-based descriptions of advertised sites along with a hypertext link to the advertised site. When the hypertext link is selected by the party accessing the site ("User"), the User is transported to the URL for the advertised site.

### 1. ADVERTISING MATERIALS

- a. The Customer agrees to submit to the Advertising Service Provider, via the online administration forms or email, advertising materials to be used by the Advertising Service Provider which shall meet the specification as described. Banners are to be supplied as image files or animation format dimensions of either 468x60 or 120x600. Acceptability of the size, quality and format supplied will be at the discretion of the Advertising Service Provider.
- b. The Advertising Service Provider has the right and option to approve, in its absolute discretion, the content of any advertising material that the Customer submits if the Advertising Service Provider finds that it does not meet its Uniform Advertising Specification, if it is objectionable to the Advertising Service Provider in any way, if it contains false or misleading information, if it contains any illegal information, if it contains any vulgar or pornographic items, or for any other reason, in the Advertising Service Provider sole discretion. If the Advertising Service Provider rejects any advertising material that the Customer submitted, the Advertising Service Provider will notify the Customer. Even after the Advertising Service Provider accepts the advertising, the Advertising Service Provider has the right to remove it if it does not function correctly or for any of the reasons described above. The Advertising Service Provider placing the advertising on its page does not signify its approval or waiver of the right to object to it in the future.
- c. The Advertising Service Provider has the right to terminate this Agreement if the Advertising Service Provider remove or fail to approve any materials that the Customer submits in which case any prepaid advertising fee shall be returned to Customer. The Customer will not have any damages or other remedies, in law or in equity against the Advertising Service Provider for failing to place or removing any advertising except for the return of any unused prepaid advertising fees.
- d. The Customer may periodically make changes to its advertising material, which the Advertising Service Provider must also approve, which will be made by the Customer via the online administration forms. The Advertising Service Provider is not required to enter any changes into these forms.
- e. The Advertising Service Provider agrees to provide the advertising format of static or animated banners to be displayed on the website pages of <http://www.asiaandater.com>. Banners are displayed in a random order and no guarantees are given of the number of impressions that will be achieved or priority in comparison to other advertisements.

### 2. SERVICES TO BE PROVIDED

- a. The Advertising Service Provider does not guarantee any given amount of Impressions to Customer's page as a result of its advertising services.
- b. The Advertising Service Provider will use its reasonable efforts to make its Advertising Site available for display through the World Wide Web. The Advertising Service Provider is not responsible for periodic downtime for maintenance, backup, acts of God, and other circumstances beyond its control or which are a normal part of the Internet business.
- c. The Advertising Service Provider will not place links to the Customer's web site or web site content in newsgroups, message boards, unsolicited email and other types of spam, chat rooms, guest books, IRC channels or through similar Internet resources.
- d. The Advertising Service Provider shall not be responsible for tracking Impressions to the Customer site through the advertisements that are included on its site. The Advertising Service Provider may, at its own discretion, provide this

information. The Customer will agree to treat this information as confidential. The Customer may use it for its internal business and marketing planning, but may not disclose it to third parties without an advanced written consent.

### **3. PLACEMENT OF THE ADVERTISING**

The Advertising Service Provider reserves onto its own discretion all decisions and matters concerning placement of Customer's advertisement on pages of the Advertising Service Provider Site, software solutions, hardware configurations and selection, system components, categories of advertising, search engine results and search parameters and other operational and administrative matters pertaining to the construction and operation of the Advertising Service Provider Site.

### **4. COMPENSATION**

In consideration of its advertising services, the Customer agrees to pay the advertising fees set as per the advertisement registration form. The Customer will also pay any sales and other taxes based upon the fees set forth therein. Advertising fees will be paid monthly, in advance, on or before the first day of every month during the term hereof. Or if paying for block months, paid at the annual or bi-annual rate in advance. The Advertising Service Provider may charge interest and service charges on monthly accounts that are delinquent at the maximum rates allowable by law. The Customer will be responsible for all collection costs and attorney fees if it is necessary to pursue collection efforts to collect on an account. The Advertising Service Provider reserves the right to suspend advertising services until Customer's account is brought current as the Advertising Service Provider as the right to terminate this Agreement if any advertising fee is delinquent.

### **5. PROPRIETARY RIGHTS**

The Advertising Service Provider will retain all proprietary rights in and to its respective sites and other proprietary materials such as copyrights, trademarks, trade secrets, patents and confidential information. The Advertising Service Provider do not grant the other any rights in and to such proprietary material except that the Customer hereby grants the Advertising Service Provider a non-exclusive license to use the advertising material provided, including its trademarks and copyrights, and the right to hyperlink to Customer's site from its site during the term of this Agreement. Upon termination of this Agreement, the Advertising Service Provider agrees to remove the hyperlink and the advertising materials provided from its site within a reasonable time.

### **6. REPRESENTATIONS AND WARRANTIES**

- a. The Customer represents and warrants that the advertising provided is not false and misleading, does not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights. The Customer also warrants and represents that it has the unrestricted and exclusive right to use all such materials.
- b. The Advertising Service Provider makes no warranties that the advertising contained on the Advertising Service Provider Site will be free from errors or defects or that the use of the hypertext link or access to its site will be uninterrupted. THE ADVERTISING SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL THE ADVERTISING SERVICE PROVIDER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

### **7. INDEMNIFICATION**

The Customer will indemnify and hold the Advertising Service Provider harmless from and against any claims, suits, threats, demands, settlements, actions, causes of action, liabilities, obligations and all other matters, including but not limited to court costs, attorney fees, witness fees, settlement fees, and all other direct and indirect expenses and losses that may occur arising from the breach of any of the representations and warranties that the Customer has made to the Advertising Service Provider and otherwise arising directly or indirectly from the placement of its advertising materials on the Advertising Service Provider Site.

### **8. FORCE MAJEURE**

The Advertising Service Provider will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, utility outages or interruptions, system transmission failure, server failure, strike, lockout, or any other situation which is beyond its control.

## **9. TERMINATION**

The Customer may terminate a monthly rolling banner Agreement, with or without cause, by giving 30 days written notice of its intent to terminate. The Advertising Service Provider reserves the right to terminate a monthly rolling banner Agreement for any reason, with or without cause, upon 30 days written or emailed notice to Customer. A block purchase of greater than one month which is paid for in advance may be cancelled but no refund will be given.

## **10. ENTIRE AGREEMENT**

This Agreement and the Exhibits hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. It supersedes and replaces all previous discussions, negotiations, and understandings between the parties. This Agreement may only be amended by a written amendment signed by authorized representative of both of the companies.

## **11. ASSIGNMENT**

The Customer is not permitted to assign its rights or responsibilities hereunder. If any dispute or lawsuit between the parties arises relative to this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs.

## **12. NOTICES**

All notices called for herein shall be to the parties at the addresses (via recorded delivery) or emails contained in this Agreement.

## **13. GOVERNING LAW**

This Agreement shall be interpreted under the laws of the United Kingdom of Great Britain. Any and all legal actions relative hereto shall be in the courts of the United Kingdom of Great Britain.