

## Standard Terms – CalvinAyre.com

The following terms and conditions (the "*Standard Terms*") shall be deemed to be incorporated into the attached insertion order (the "*Insertion Order*") for placement on www.CalvinAyre.com (the "*Website*").

1. **Provision of Advertising Materials.** Advertiser will provide all materials for the advertisement in accordance with Publisher's policies in effect from time to time, including (without limitation) the manner of transmission to Publisher and the lead-time prior to publication of the advertisement. Publisher shall not be required to publish any advertisement that is not received in accordance with such policies and reserves the right to charge Advertiser, at the rate specified in the Insertion Order, for inventory held by Publisher pending receipt of acceptable materials from Advertiser which are past due. Advertiser hereby grants to Publisher a non-exclusive, worldwide, fully paid license to use, reproduce and display the advertisement (and the contents, trademarks and brand features contained therein) in accordance herewith.

2. **Right to Reject Advertisement.** All contents of advertisements are subject to Publisher' approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by Publisher that placement of advertisement, URL Link, etc., may subject Publisher to criminal or civil liability).

3. **Positioning.** Except as otherwise expressly provided in the Insertion Order, positioning of advertisement on the Website is at the sole discretion of Publisher. Publisher may, at its sole discretion, remove from the Insertion Order (and substitute with similar inventory) any object that it believes to be a trademark, trade name, company name, product name, or brand name belonging to or claimed by a third party.

4. **Usage Statistics.** Unless specified in the Insertion Order, Publisher makes no guarantee with respect to usage statistics or levels of impressions for any advertisement. Advertiser acknowledges that delivery statistics provided by Publisher, if any, are the official, definitive measurements of Publisher performance on any delivery obligations provided in the Insertion Order.

5. **No Assignment or Resale of Ad Space.** Advertiser may not resell, assign or transfer any of its rights hereunder, and any attempt to resell assign or transfer such rights shall result in immediate termination of this contract, without liability to Publisher.

6. **Renewal.** Except as expressly set forth in the Insertion Order, any renewal of the Insertion Order and acceptance of any additional advertising order shall be at Publisher sole discretion. Pricing for any renewal period is subject to change by Publisher from time to time.

7. **Terms of Payment.** Payment shall be due net 30 days from the invoice date ("Due Date) and payment shall be made to Publisher in the manner agreed in the Insertion Order or otherwise between the parties. Amounts paid after the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month. In the event Advertiser fails to make timely payment, Advertiser will be responsible for all reasonable expenses (including attorney or solicitor's fees) incurred by Publisher in collecting such amounts. Publisher reserves the right to suspend performance of its obligations hereunder (or under any other agreement with Advertiser) in the event Advertiser fails to make timely payment hereunder or under any other agreement with Publisher.

8. **Limitations of Liability.** In the event that Publisher fails to publish an advertisement in accordance with the Insertion Order, the sole liability of Publisher to Advertiser shall be limited to, at Publisher's sole discretion: (i) a *pro rata* refund of the advertising fee representing undelivered placements,

or (ii) placement of the advertisement at a later time in a comparable position, or (iii) extension of the term of the Insertion Order until total impressions are delivered, if applicable. In no event shall Publisher be responsible for any consequential, special, punitive or other damages, including without limitation, lost revenue or profits, in any way arising out of or related to the Insertion Order/Standard Terms or publication of the advertisement, even if Publisher has been advised of the possibility of such damages. Without limiting the foregoing, Publisher shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind work slowdown or any other condition beyond the control of Publisher affecting production or delivery in any manner.

9. **Advertisers Representations; Indemnification.** Advertisements are accepted upon the representation that Advertiser has the right to publish the contents of the advertisement without infringing the rights of any third party and without violating any law. In consideration of such publications, Advertiser agrees, at its own expense, to indemnify, defend and hold harmless Publisher, and its employees, representatives, agents and affiliates, against any and all expenses and losses of any kind (including reasonable attorney's fees and costs) incurred by Publisher in connection with any claims, administrative proceedings or criminal investigations of any kind arising out of publication of the advertisement and/or any material, product or service of Advertiser to which users can link through the advertisement (including without limitation, any claim of trademark or copyright infringement, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices).

10. **Press Release.** Upon agreement to the Insertion Order, and during the term of this agreement, Publisher may, at its sole discretion, issue any mutually approved press release. Advertiser shall make no public announcement regarding the existence or content of the Insertion Order without Publisher' written approval, which may be withheld at Publisher' sole discretion.

11. **Cancellation.** Except as otherwise provided in the Insertion Order or as mutually agreed by the parties in writing, the Insertion Order is non-cancelable by Advertiser.

12. **Construction.** No conditions other than those set forth in the Insertion Order or these Standard Terms shall be binding on Publisher unless expressly agreed to in writing by Publisher. In the event of any inconsistency between the Insertion Order and the Standard Terms, the Standard Terms shall control.

13. **Miscellaneous.** These Standard Terms, together with the Insertion Order, (i) shall be governed by and construed in accordance with, the laws of England, without giving effect to principles of conflicts of law; (ii) may be amended only by a written agreement executed by an authorized representative of each party; and (iii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. Both parties consent to the exclusive jurisdiction of the courts of the London, England with respect to any legal proceeding arising in connection with the Insertion Order/Standard Terms.

**ADVERTISER**

**PROVIDER**

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*Signature*

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*Signature*

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Print Name

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Print Name

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Date (mm-dd-yyyy)

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Date (mm-dd-yyyy)