

MyProductionGuide.com – Advertising Agreement

THIS INTERNET ADVERTISING AGREEMENT (the “Agreement”) is made between Production Concepts, Inc., a California corporation (“Publisher”), and owner of MyProductionGuide.com (the "Site")., and the electronically undersigned advertiser (“Advertiser”).

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

1. Acceptance of Agreement

(a) This Agreement is an electronic contract that sets out the legally binding terms of advertising on the Site. By registering to advertise on the Site, you consent to have this Agreement provided to you in electronic form.

(b) You agree to the terms and conditions outlined in this Agreement with respect to purchasing and placing Advertising Banners on the Site. This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products, referrals, or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to placing and purchasing any order. The specific Agreement that is in place at the time of your purchase shall be binding throughout the purchased time period for that specific purchase. And renewals of the same Banner Advertisement will be binding to the Agreement that is in effect at the time of renewal.

(c) You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send a written request for the “Internet Advertising Agreement” and send such request as an e-mail to: admin@MyProductionGuide.com, or send as a letter with an enclosed self-addressed stamped envelope to: Production Concepts, Inc., P.O. Box 150539 San Rafael, CA 94915-0539 USA.

2. Advertising.

(a) Any advertising submitted by Advertiser must be in form and substance acceptable to Publisher.

(b) Advertiser states he or she has the Right to enter into this agreement and submit the Banner Advertisements to be published on the Site, in any currently existing or future formats and media, and that said Banner Advertisement(s) submitted by or on behalf of said Advertiser will not (i) violate any right of any third party, including but not limited to any copyright, trademark, patent or right of publicity or privacy, (ii) contain any statement that is false, misleading, malicious, libelous or defamatory, or (iii) violate any applicable law, rule or regulation.

(c) Publisher, in its sole discretion, has the right to refuse or reject any Banner Advertisement(s) submitted.

3. Payment.

Advertiser shall pay the fee set forth in either the Rate Card at time of placing order, or any promotional offers in effect at time of placing order. Any order not placed online must first be approved by Publisher and all payments not paid online are due within ten (10) days unless stated otherwise. Payment-in-full is required of companies without established credit prior to any Banner Advertisement being published online. It is further agreed that should any invoice become past due, you agree to pay the costs of collection, including attorney's fees if incurred. Should any portion of an invoice be disputed, you agree to pay the undisputed portion according to its terms pending resolution of the dispute. In addition to all other remedies, we may suspend the publication of any Banner Advertisement online if any payment is past due. Suspension will not relieve you of your obligation to pay in full. Publisher is not bound by any terms or conditions that are unwritten or that appear on order forms, purchase orders or copy instructions when those terms or conditions conflict with or alter any provision contained in Publisher's rate card, its policies or this Agreement.

4. Indemnity.

Advertiser shall at all times defend, indemnify and hold harmless Publisher and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to the content of Advertiser's advertisements served by Publisher pursuant to this Agreement and/or any materials to which users can link through those advertisements.

5. Limitation of Liability.

(a) UNDER NO CIRCUMSTANCES SHALL PUBLISHER BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

(b) PUBLISHER disclaims any and all representations and warranties, including any regarding merchantability, fitness for particular purposes, suitability, compliance with laws, quality, or otherwise, with respect to the PUBLISHER WEB SITE.

(c) PUBLISHER shall have no liability in all cases resulting from events that are beyond its reasonable control.

(d) IN NO EVENT SHALL PUBLISHER BE LIABLE IN ANY WAY FOR AN AMOUNT GREATER THAN THE APPLICABLE RATE CARD OR PROMOTIONAL DISCOUNT VALUE PAID BY ADVERTISER OR OWED TO PUBLISHER.

(e) PUBLISHER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS CONTAINED IN THIS SECTION 5.

6. Intellectual Property Rights.

Neither party will acquire any ownership interest in each other's intellectual property. Publisher shall have the right to place Advertiser's logo, tradename and trademark on any advertising from Advertiser and to otherwise use such items in connection with the purposes of this Agreement.

7. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.

8. Force Majeure.

Neither Publisher nor Advertiser shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events.

9. Miscellaneous.

This Agreement will be deemed entered into in California, USA and will be governed by and interpreted in accordance with the laws of the State of California, USA, excluding that body of law known as conflicts of law. Any cause of action by you with respect to the Site (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. The parties agree that any dispute arising under this Agreement will be resolved solely through confidential binding arbitration in San Francisco, California USA before one arbitrator selected by the American Arbitration Association under the then existing rules thereof. In the event of any dispute, each party shall bear its own attorneys fees, expert witness fees, and one-half of the arbitrator fees. The prevailing party in such arbitration shall be entitled to recover costs and reasonable attorney's fees. The determination of the arbitrator(s) shall be final and binding, and may be enforced in any court, to which jurisdiction the parties hereto agree to submit. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The provisions of this Agreement relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability and intellectual property shall survive any termination or expiration of this Agreement. The terms of this Agreement are the confidential information of Publisher. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party.