

Calculateforfree Advertising Contract

PAYMENT:

Calculateforfree.com reserves the right to hold Advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed. Calculateforfree.com will remove any Ads immediately for non payment.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:

Calculateforfree.com reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set in the Technical Specifications which can be found on the Calculateforfree.com Web Site. Calculateforfree.com reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online. Calculateforfree.com does not accept advertising from companies that produce or provide adult material, tobacco, firearms, gambling or alcohol, or services (which Calculateforfree.com shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public. This Agreement is voidable by Calculateforfree.com immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with adult material, tobacco, firearms, gambling or alcohol products or services. In addition, Calculateforfree.com may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate.

USAGE STATISTICS:

Calculateforfree.com **MAKES NO GUARANTEE OF ANY LEVEL OF TRAFFIC AT ANY GIVEN TIME.** Calculateforfree.com **SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO PUBLISHED OR UNPUBLISHED USAGE STATISTICS.** Calculateforfree.com **IS NOT REQUIRED TO PROVIDE ADVERTISERS WITH USAGE STATISTICS.**

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY:

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with Calculateforfree.com's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by Calculateforfree.com for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation,

invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify Calculateforfree.com and to hold Calculateforfree.com harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Calculateforfree.com, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that Calculateforfree.com be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

LIMITATION ON DAMAGES:

IN NO EVENT WILL Calculateforfree.com BE LIABLE TO SPONSOR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT Calculateforfree.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ASSIGNMENT:

Advertiser may not assign this agreement, in whole or in part, without Calculateforfree.com's written consent. Any attempt to assign this Agreement without such consent will be null and void.

GOVERNING LAW:

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

(You may print this contract, then complete and mail it with check or money order)

BUSINESS: _____

ADDRESS: _____

CITY: _____ STATE _____

ZIP CODE _____

COUNTRY _____

E-MAIL ADDRESS _____

WEBSITE: _____

NAME OF PERSON REPRESENTING ABOVE COMPANY:

TITLE: _____

WEB SERVICE REQUIRED:

Banner Ad _____ Text Link _____

DOMAIN NAME THAT BANNER AD OR BUSINESS DIRECTORY IS TO BE LINKED TO:

http:// _____

MONTHLY COST OF SERVICE SELECTED _____

LENGTH OF CONTRACT _____ START DATE OF CONTRACT _____

AMOUNT PAID \$ _____

If you are submitting your application online or via email, your typed name in the following block serves as your electronic signature. _____

Payment is due in advance at the beginning of each month of service.