

**BNE Advertising**  
CBXII - West Wing  
382-390 Midsummer Boulevard  
Milton Keynes  
MK9 2RG  
United Kingdom

## **BNE Advertising Terms & Conditions of Service**

### **Online Advertising and Marketing Services**

**BNE Advertising** provides search engine marketing, optimization and associated services on a local, national and international basis. As such, we submit information on your behalf to search providers for whom you must agree to their terms and conditions. These providers may include, but are not limited to: Google, Yahoo, MSN/Bing, ASK, AOL, Marchex, InfoUSA, 411 Directory Assistance, Yellowpages.com, Superpages.com, Yellowbook.com, Yelp, local online newspapers, Facebook, YouTube and other sites.

The terms and conditions of these providers all apply.

**BNE Advertising** will not share your information with any business other than in the course of securing online advertising and marketing services on your behalf.

### ***Advertising Material***

**BNE Advertising** has the right to place information pertaining to your business on any of the publisher and search provider websites such as those listed above and you authorize **BNE Advertising** to develop content based on information or material provided by you or your designees and populated in the **BNE Advertising** Business Profile, including copy, form, size, text, graphics, names, addresses, phone numbers, URLs, logos, trade names, trademarks, service marks, endorsements, photographs or likenesses, and videos.

Further, you represent that the material and information you provide to **BNE Advertising** is truthful, not misleading, and that you have the authority to represent this product and service information to **BNE Advertising**.

Additionally, if so contracted, you authorize **BNE Advertising** to contact your customers for the sole purpose of gaining endorsements and reviews of your products and services for publication.

Finally, domains purchased on your behalf will be released to you two months after service has been cancelled.

### ***Fees***

You agree to pay **BNE Advertising** monthly fees to cover the cost of placing and managing your online advertising & marketing services program up to an amount not to exceed what is stated in your most recent **BNE Advertising** Online Advertising & Marketing Agreement.

**BNE Advertising** may change the maximum monthly fees in accordance with procedures established by our search providers and publishers from time to time.

Late Fees of 1.5% per month accrue to late payments.

## ***Payment***

Payment in full is required by the first date of the month in which the advertising/marketing will be executed. Payment by credit card, PayPal or by EFT (electronic transfer) be on the first day of the advertising month; payment by check will be one month in advance, net due in ten (10) days from invoice date. Marketing and advertising programs will be paused and late fees applied if payment has not been made by payment due date; re-initiation fees may apply.

## ***Term***

The **BNE Advertising** Online Advertising & Marketing Agreement specifies the initial term for which program rates will be guaranteed, and will be for no less than three (3) months for custom programs. All agreements are auto-renewing at the then published service rates. After the initial agreement period, either party may cancel the program with a 30-day written notice to the other party.

## ***Representations and Warranties; License and Grant of Rights***

You represent and warrant that you have and will continue to have the absolute and unrestricted right to publish and use all information you have provided for your advertising programs and that the content does not infringe on the rights of any third party and that it complies with all local, state and federal laws and regulations.

## ***Indemnification***

Each party warrants that its respective performance of the terms of this agreement will not in any way constitute knowing, intentional infringement or violation of any copyright, trade secret, trade mark, patent, invention or any other nondisclosure rights of any third party. You indemnify and hold harmless **BNE Advertising** against all costs (including attorney fees), damages and liabilities arising from negligent or intended acts on your part constituting the violation of any copyright, trade secret, trade mark, service mark, patent, invention, proprietary information or nondisclosure rights of any third party. To the full extent of the law, you will pay any expenses or damages for **BNE Advertising** resulting from claims made by third parties with regard to usage of material you have provided, even after termination of our Agreement.

## ***No Guarantees***

You acknowledge and agree that **BNE Advertising** makes no specific guarantee or warranty regarding the search providers and publishers to which it submits advertising on your behalf, including placement of paid search advertising or any specific results.

**BNE Advertising** does not warrant the number of calls, clicks, impressions or website visits or that paid search advertising will appear in response to any particular query.

**BNE Advertising** does not warrant that the performance will be error-free but will immediately act to correct errors once they have been identified.

## ***Disclaimer of Warranties***

To the maximum extent permitted by applicable law, **BNE Advertising** and its suppliers disclaim all warranties not expressly set forth in this document, whether express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to **BNE Advertising** services.

## ***Limitation of Liability and Applicable Law***

The maximum aggregate liability **BNE Advertising** may have to you will be limited to the total amount of fees collected from you. **BNE Advertising** will have no liability in connection with the functionality or content of any search provider or internet publisher or website not owned by **BNE Advertising**. This agreement shall be governed and construed by UK Law. Any claims against this agreement must be made within 6 months from the date of the subject of the claim, and must be made in writing to: **BNE Advertising**, CBXII - West Wing, 382-390 Midsummer Boulevard, Milton Keynes MK9 2RG, United Kingdom, Attention: Mr E Ben-Natan.

## ***Force Majeure***

Neither you nor **BNE Advertising** will be in breach of its obligations under these Terms and Conditions of Service (other than obligation to pay monies due) in the event that, for cause(s) beyond reasonable control, each party is unable to perform, in whole or in part, any one or more of its obligations. Such causes will include, but not be limited to governmental regulation, fire or other causality, inability to obtain materials or services, technical failure or difficulties, problems or interruptions of the internet, or any other cause not within the reasonable control of either party.

## ***Assignment***

**BNE Advertising** may assign, delegate or subcontract any rights or obligations under this Terms and Conditions of Service.

## ***Miscellaneous***

This Terms and Conditions of Service represents the parties' entire agreement with regard to **BNE Advertising** provision of services. Agreement with these terms and conditions is upon signature of **BNE Advertising's** Online Advertising & Marketing Agreement, and it will be binding upon you and your successors.

## ***Authority***

The person signing the Online Advertising & Marketing Agreement certifies that (s)he is lawfully authorized to purchase services on behalf of your company.

## ***Effective Upon Execution***

Terms and Conditions are binding on both parties on the date the Online Advertising & Marketing agreement is signed and/or payment is made.