

# United Advertising Media, DBA Family Marketing Network

## Credit Application Terms and Conditions

1. **Data:** Advertiser authorizes Publisher to collect photographs and other descriptive information regarding Advertiser's listings and to distribute such data through the Publisher and its successor and affiliate websites.
2. **Acceptance:** Acceptance of all advertising by any employee of the Publisher is subject to review and approval by the Publisher's management at its sole discretion. You may be issued a password to access the Publisher's proprietary services. By accepting the password, you agree to limit the distribution of that password to authorized users within the Advertiser's organization only. Disclosing the password to third parties or allowing unauthorized access is expressly prohibited and may result in cancellation of this agreement. The Publisher retains the right to refuse passwords to businesses.
3. **Copy and Material:** Publisher reserves the right to revise or reject for any reason at its sole discretion any advertising copy submitted. All advertising materials created by Publisher remain the property of Publisher and may not be reproduced in other publications or materials without Publisher's written consent.
4. **Position:** Request for specific premium position must be noted specifically on the contract. All other requests will be given consideration when possible but are not guaranteed.
5. **Errors:** Publisher's liability for damages resulting from errors in any advertising that it publishes or from its failure to publish any advertisement that it has agreed to publish shall be limited to the amount it actually received in consideration for its agreement to publish the advertisement in question. Publisher shall not be responsible for any special, incidental or consequential damages suffered by any party resulting from its errors or omissions. Advertiser must report such errors or omissions within seven days of the publication dates.
6. **Hold Harmless:** Advertiser accepts all liability for the content of all advertising supplied by it. Advertiser warrants to Publisher that its copy is true, that it is not libelous or defamatory, that it violates no rights of privacy, that it infringes no trademark, copyright, literary or other rights, nor constitutes unfair competition with any other party, and that it complies with all applicable federal, state and local laws and regulations. The fact that copy shall have been previously submitted to Publisher for approval and shall have been approved by it, either in whole or in part, shall not relieve Advertiser of this warranty. Advertiser agrees to defend, indemnify and hold harmless Publisher from any and all claims, demands, liabilities, suits, costs or expense, arising by reason of the publication of Advertiser's advertisement or breach of the foregoing warranty, whether such claims are well-grounded or not.
7. **Inability to Perform:** Neither party shall be required to perform any term or condition so long as such performance is delayed or prevented by computer, telecommunications, or other system outages, or due to "force majeure", which shall mean acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, and any other cause not reasonably within the control of the performing party and which, by due diligence, such party is unable, wholly or in part, to prevent or overcome.
8. **Advertising Rates:** The Publisher reserves the right to change the advertising rates and discounts set forth above and on its Rate Card by providing written notice to Advertiser at least 30 days prior to the effective date of such change. Advertiser shall have the right to terminate this agreement by giving written notice to publisher prior to the effective date of such change. Unless notice is given to Publisher prior to the effective date for such change, Advertiser shall be deemed to have agreed to such change, and this Agreement shall continue in full force and effect with the revised rates and discounts.
9. **Payment:** Advertiser agrees to pay all amounts due Publisher in U.S. dollars upon the date of receipt of invoice. If payment is not received within thirty (30) days after receipt of invoice for any charges, the Publisher may, at its discretion, cancel Advertiser's future advertising, and charges for all prior advertising used by Advertiser will become immediately due and payable, in addition to other charges or legal costs provided herein. Claims for billing errors must be made in writing within five (5) days after receipt of invoice. It is expressly agreed that in the event direct taxation on advertising is imposed by any local, state, or federal government that the amount of such tax shall be paid by Advertiser unless specifically provided in the law or laws imposing such tax.
10. **Service Charge:** A service charge of 1.5% per month (18% annually) or the maximum rate allowed by law, will apply to all past due balances.
11. **Returned Checks:** In the event of a returned check, Advertiser agrees to reimburse Publisher the amount of the check plus all costs incurred up to but not to exceed the maximum amount allowable by state law.
12. **Attorney and Collection Fees:** If for any reason payment is not made in full when due, Advertiser agrees to pay any and all attorney and collection fees and any court costs incurred by Publisher in the recovery of the aforementioned payment.

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The credit applicant named at the beginning of this application certifies that the foregoing information is true and correct, authorizes United Advertising Media DBA Family Marketing Network to conduct a full credit investigation of the applicant, and agrees to all the Terms and Conditions set forth on this form. The person signing below certifies that they are authorized to sign this application on behalf of the applicant and by so doing to bind the applicant to the agreement set forth above.

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Print Name

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Date

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Signature

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Company Name