

AGREEMENT AND TERMS OF USE FOR INTERNET ADVERTISING SERVICES

This Agreement and Terms of Use for Internet Advertising Services (the "Agreement") is made and effective on the [DATE] date of submission

BETWEEN: **HAIR NEWS NETWORK (HNN)** (the "Advertising Service Provider"), a corporation organized and existing under the laws of the State of CALIFORNIA, with its head office located at:

Hair News Network
5960 South Land Park Drive #263
Sacramento, California
95822

AND: **[YOUR COMPANY NAME]** (the "Customer"), an individual, private contractor, or a corporation organized and existing under the laws of the [Your State/Province] of [YOUR STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- A. **HNN** owns and operates an Internet Site located at **HTTP://HAIRNEWSNETWORK.COM** (the "Advertising Site") which **HTTP://HAIRNEWSNETWORK.COM** contains graphical and text-based descriptions of advertised sites along with a hypertext link to the paying advertised sites. When the hypertext link is selected by the party accessing the site ("User"), the User is transported to the URL for the advertised site.
- B. The Customer is a professional within (or by profession or business related to) the beauty and/or grooming industry, supplies service (s) to the industry, or would like to market to or through the industry, and may own and operate an Internet Site of which the current subject matter and the content of is relevant pertaining to the industry. The Customer claims responsibility for and warrants rights to all materials, videos and photographs submitted to **HNN** for advertisement on **HTTP://HAIRNEWSNETWORK.COM**.

1. ADVERTISING MATERIALS

- a. The Customer agrees to submit to **HNN**, on or before the day of acceptance of this Agreement, advertising materials to be used by **HNN** which shall meet its Uniform Advertising Specifications set forth and described in Exhibit "A" attached hereto.

- b. **HNN** has the right and option to approve, in its absolute discretion, the content of any advertising material that the Customer submits if **HNN** finds that it does not meet its Uniform Advertising Specification, if it is objectionable to **HNN** in any way, if it contains false or misleading information, if it contains any illegal information, if it contains any vulgar or pornographic items, or for any other reason, in **HNN'S** sole discretion. If **HNN** rejects any advertising material that the Customer submitted, **HNN** will notify the Customer. Even after **HNN** accepts the advertising, **HNN** has the right to remove it if it does not function correctly or for any of the reasons described above. **HNN** placing the advertising on its page does not signify its approval of content or waiver of the right to object to it in the future.
- c. **HNN** has the right to terminate this Agreement if **HNN** removes or fails to approve any materials that the Customer submits in which case any prepaid advertising fee shall be returned to Customer. The Customer will not have any damages or other remedies, in law or in equity against **HNN** for failing to place or removing any advertising except for the return of any unused prepaid advertising fees.
- d. The Customer may periodically make changes to its advertising material which **HNN** must also approve. **HNN** will charge a fee at its standard fee schedule rate for making changes to the Customer's advertising materials on **HNN'S** site. The Customer will provide **HNN** with all changed materials that the Customer desires to integrate. **HNN** will use its reasonable efforts to make the changes that the Customer submits within seven (7) days after **HNN** approves the same.
- e. **HNN** agrees to provide the advertising formats as described in Exhibit "B" hereto at the pricing rates described in that same Exhibit "B"

2. SERVICES TO BE PROVIDED

- a. **HNN** does not guarantee any given amount of Impressions to the Customer's page as a result of **HNN'S** advertising services.
- b. **HNN** will use reasonable efforts to make **HTTP://HAIRNEWSNETWORK.COM** available for display through the World Wide Web. **HNN** is not responsible for periodic downtime for maintenance, backup, acts of God, and other circumstances beyond its control or which are a normal part of the Internet business.
- c. **HNN** will not place links to the Customer's website or website content in newsgroups, message boards, unsolicited email and other types of spam, chat rooms, guest books, IRC channels or through similar Internet resources. **HNN** will be held accountable for any monetary damages suffered by the Customer, sustained through contravention of this Agreement. This will include, but not limit to punitive damages related to lost clients and brand deterioration.

3. PLACEMENT OF THE ADVERTISING

HNN reserves unto its own discretion all decisions and matters concerning placement of the Customer's advertisement on pages of **HTTP://HAIRNEWSNETWORK.COM**, software solutions, hardware configurations and selection, system components, categories of advertising, search engine results and search parameters and other operational and administrative matters pertaining to the construction and operation of **HTTP://HAIRNEWSNETWORK.COM**.

4. Terms of Rates and Payment

- a. INITIAL TERM In consideration of **HNN'S** advertising services the Customer agrees to pay the advertising fees set forth on the fee schedule attached hereto as Exhibit "C." The Customer will also pay any sales and other taxes based upon the fees set forth therein. Advertising fees will be paid tri-monthly, in advance, on or before the first day of advertising service during the term hereof. **HNN** charges interest and service charges on all accounts that are delinquent at the maximum rates allowable by law. The Customer will be responsible for all collection costs and attorney fees if it is necessary to pursue collection efforts to collect on an account. **HNN** reserves the right to suspend advertising services until the Customer's account is brought current as **HNN** has the right to terminate this Agreement if any advertising fee is delinquent. Following execution and submission of an Order by the Customer (either in writing or by electronic signature, including possible recorded oral acceptance of this Agreement) the term of this Agreement shall commence upon acceptance by **HNN** and shall (subject to **HNN'S** right hereunder to terminate or suspend **HNN'S** performance or remove Advertising Products under circumstances specified in this Agreement) continue until **HNN** has fulfilled the Advertising Products specified in the Order for the initial term specified in the Order (the " Initial Term "). If no time period is specified in the Order, the Initial Term shall be for a period of three (3) months.
- b. AUTOMATIC RENEWAL Unless otherwise expressly provided for a particular Advertising Product in the Order accepted by **HNN** and except as provided below in this Agreement or the appropriate addendum, upon expiration of any term of a particular Advertising Product, this Agreement shall automatically renew with respect to that Advertising Product for a " Renewal Term " for a period equal in length to the Initial Term, unless the Customer or **HNN** notify the other of its intent not to renew in writing via certified mail, received at least five (5) days before expiration of the Initial Term. All Advertising Products provided during a Renewal Term will be subject to the then-current terms and conditions, pricing and other terms for Internet Advertising available on [HTTP://HAIRNEWSNETWORK.COM](http://HAIRNEWSNETWORK.COM) (such then current terms and conditions superseding and replacing these terms and conditions as part of this Agreement). Unless otherwise provided in the Order, **HNN** will bill the Customer during the first applicable billing cycle at the time **HNN** fulfills the Customer's order for an Advertising Product and will continue to bill the Customer during each applicable billing cycle thereafter during the term of this Agreement. The billing cycle will be ninety (90) days unless otherwise provided in the Order or as may be modified pursuant to prior written notice. **HNN** will bill the Customer for Advertising Products for which no rate is specified in the Order at **HNN'S** standard rates for such Advertising Products at the time that **HNN** provides such Advertising Products. Any rates specified in the Order will apply during the Initial Term only. Unless the Customer or **HNN** terminates this Agreement at the end of the Initial Term, the Customer will be invoiced for each billing cycle of any Renewal Term at **HNN'S** standard rates during such billing cycle for such Advertising Products. Such standard rates may be higher than the rates set forth on the Order. Payments are due on the due date specified on the invoice. **HNN** may remove any or all Advertising Product(s) and suspend any or all related services hereunder if payment is not received by the due date. The Customer's prompt payment of any costs that **HNN** incurs to suspend services or remove or cause removal of Advertising Products, or to resume services or replace or cause replacement of Advertising Products will be a condition to **HNN'S** resumption of services and the replacement of Advertising Product. **HNN** may charge late payment fees that will accrue at **HNN'S** then-current standard rates or, if lower, the maximum rate permitted under applicable law. The Customer agrees to pay any attorneys' fees and costs that **HNN'S** agents or **HNN** incurs in collecting any unpaid amount. The Customer will pay any sales, use or other local, state, federal, foreign or other taxes or governmental fees arising out of or in connection with this Agreement, other than taxes based on **HNN'S** net income.

5. PROPRIETARY RIGHTS

HNN will retain all proprietary rights in and to **HNN'S** respective sites and other proprietary materials such as copyrights, trademarks, trade secrets, patents and confidential information. **HNN** does not grant the other any rights in and to such proprietary material except that the Customer hereby grants **HNN** a non-exclusive license to use the advertising material provided, including its trademarks and copyrights, and the right to hyperlink to the Customer's site from **HTTP://HAIRNEWSNETWORK.COM**, **HNN'S** site during the term of this Agreement. Upon termination of this Agreement, **HNN** agrees to remove the hyperlink and the advertising materials provided from its site within a reasonable time.

6. REPRESENTATIONS AND WARRANTIES

- a. The Customer represents and warrants that the advertising provided is not false and misleading, does not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights. The Customer also warrants and represents that it has the unrestricted and exclusive right to use all such materials.
- b. **HNN** makes no warranties that the advertising contained on **HTTP://HAIRNEWSNETWORK.COM** will be free from errors or defects or that the use of the hypertext link or access to its site will be uninterrupted. **HNN SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL HNN BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.**

7. NOTIFICATION OF CLAIMS OF INFRINGEMENT

If the Customer believes that the Customer's work has been copied in a way that constitutes copyright infringement, or the Customer's intellectual property rights have been otherwise violated, please notify **HNN'S** agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at

abuse@hairnewsnetwork.com

or:

Copyright Agent
Hair News Network
5960 South Land Park Drive #263
Sacramento, California
95822

Please provide **HNN'S** Copyright Agent with the following Notice:

- a) Identify the material on **HTTP://HAIRNEWSNETWORK.COM** that you claim is infringing, with enough detail so that **HNN'S** Copyright Agent may locate it on **HTTP://HAIRNEWSNETWORK.COM**;
- b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

c) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;

d) Your address, telephone number, and email address; and

e) Your physical or electronic signature.

HNN will remove the infringing posting(s), subject to the procedures outlined in the Digital Millenium Copyright Act (DMCA).

8. INDEMNIFICATION

The Customer will indemnify and hold **HNN** harmless from and against any claims, suits, threats, demands, settlements, actions, causes of action, liabilities, obligations and all other matters, including but not limited to court costs, attorney fees, witness fees, settlement fees, and all other direct and indirect expenses and losses that may occur arising from the breach of any of the representations and warranties that the Customer has made to **HNN** and otherwise arising directly or indirectly from the placement of its advertising materials on **HTTP://HAIRNEWSNETWORK.COM**.

9. FORCE MAJEURE

HNN will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, utility outages or interruptions, system transmission failure, server failure, strike, lockout, or any other situation which is beyond its control.

10. TERMINATION

The Customer may terminate this Agreement, with or without cause, by giving one [1] days' notice of its intent to terminate without refund. **HNN** reserves the right to terminate this Agreement for any reason, with or without cause, upon one [1] days' written notice to the Customer. Upon termination, **HNN** shall deactivate the Customer's Advertisement. Nothing herein grants the Customer any right to publish or use any trademark, servicemark, logo or name of **HNN** in any advertisement, sales promotion or press release without **HNN'S** prior written consent. Nothing herein imposes any confidentiality restriction on either party. Termination shall have no effect on the parties' rights and obligations.

11. ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. It supercedes and replaces all previous discussions, negotiations, and understandings between the parties. This Agreement may only be amended by a written amendment signed by authorized representative of both of the companies. This Agreement constitutes the entire agreement between the Customer and **HNN** with respect to the subject matter of this Agreement and supersedes all prior written and all prior or contemporaneous oral communications regarding such subject matter. Accordingly, the Customer should not rely on any representations or warranties that are not expressly set forth in this Agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Except as provided in Section 1, this Agreement may not be modified except by writing signed by the Customer and **HNN**; provided, however, **HNN** may change these terms and conditions from time to

time, and such revised terms and conditions shall be effective with respect to any Advertising Products ordered after written notice of such revised terms to you or, if earlier, posting of such revised terms and conditions on [HTTP://HAIRNEWSNETWORK.COM](http://HAIRNEWSNETWORK.COM).

12. ASSIGNMENT

The Customer is not permitted to assign its rights or responsibilities hereunder. If any dispute or lawsuit between the parties arises relative to this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs.

13. NOTICES

All notices called for herein shall be to the parties at the addresses contained in this Agreement and shall be by certified mail, return receipt requested or by reputable national overnight delivery service, such as Federal Express.

14. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of CALIFORNIA. Any and all legal actions relative hereto shall be in the Courts of CALIFORNIA, with venue in SACRAMENTO, CALIFORNIA. Any action to be taken in Federal Courts of the United States of America, venue will be in SACRAMENTO, CALIFORNIA.

EXHIBIT "A"
ADVERTISING SPECIFICATIONS

[CREATE THE STANDARDS FOR ADVERTISING MATERIALS TO BE PROVIDED FOR INCLUSION ON THE WEBSITE]

EXHIBIT "B"
ADVERTISING FORMATS

The advertising services initialed below shall be provided pursuant to this Agreement. Advertising Rates for the various services will be as described in Exhibit "C".

Static Display

The Advertisement will be displayed without rotation on the Host Site.

Random Display

The Advertisement will be displayed on the Host Site in random rotation.

Targeted Result Display

Customer's Advertisement will be displayed on Result Pages in response to searches by end users to the Host Site on the KEYWORDS.

[DESCRIBE]

Targeted Page Display

The Advertisement will be displayed on the following specific pages of the Host Site:

[DESCRIBE]

EXHIBIT "C"
MONTHLY ADVERTISING FEES

[CREATE SCHEDULE OF FEES]