

LSLCA Standard Terms and Conditions

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE REGISTERING FOR THE LSLCA BANNER AD PROGRAM. PARTICIPATION IN THIS PROGRAM INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT SIGN UP FOR THE LSLCA BANNER PROGRAM.

Introduction. This agreement ("Agreement") between You and Lakes Saint Louis Community Association (LSLCA) consists of these LSLCA Banner Program (the "Program") Standard Terms and Conditions ("Terms and Conditions"). "You" or "Publisher" means any entity identified in an enrollment form submitted by the same or affiliated persons, and/or any agency or network acting on its (or their) behalf, which shall also be bound by the terms of this Agreement.

- 1. Program Participation.** Participation in the Program is subject to LSLCA prior approval and Your continued compliance with the Banner Ad Banner Ad Program Policies. LSLCA reserves the right to refuse participation to any applicant or participant at any time in its sole discretion. By enrolling in the Program, You represent that You are at least 18 years of age and agree that LSLCA may serve third party and/or LSLCA provided advertisements (collectively, "Ads") and related LSLCA search queries in connection with the Web site(s) that You designate (each a "Site") using LSLCA's content-targeted advertising serving technology. Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by LSLCA (including electronic mail).
- 2. Implementation; Ad Placement.** You agree to comply with the technical specifications provided by LSLCA to enable proper display of the Ads in connection with Your Site(s). You may select a format approved by LSLCA for the display of Ad Units in connection with the Site(s), but You acknowledge and agree that Ads: (a) shall only be displayed in connection with the Site(s), each of which is subject to review and approval by LSLCA in its discretion at any time; and (b) shall be subject to the placement guidelines set forth herein. In addition, You agree that while You may display more than one (1) Ad Unit on each Site Web page, but no Ad Unit shall contain any advertisement in common with any other Ad Unit. You also agree not to display any other text-based or content-targeted advertisement(s) on the same Web page in connection with which an Ad Unit or any Ad is displayed.
- 3. Communications Solely With LSLCA.** You agree to direct to your website, and not to any advertiser, any communication regarding any Ad(s) displayed in connection with Your Site(s).
- 4. Parties' Responsibilities.** You are solely responsible for the ad(s), including all content and materials, maintenance and operation thereof, the proper implementation of LSLCA's technical specifications, and adherence to the terms of this Agreement, including compliance with the Banner Ad Program Policies. LSLCA is not responsible for anything related to Your Site(s) and shall not be obligated to provide notice to You in the event that Ads are not being displayed properly to end users of the Site(s).
- 5. Prohibited Uses.** You shall not, and shall not authorize or encourage any third party to: (i) generate fraudulent impressions of or fraudulent clicks on any Ad(s), including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software; (ii) edit, modify, filter or change the order of the information contained in any Ad and/or Ad Unit, or remove, obscure or minimize any Ad or Ad Unit in any way; (iii) frame any Web page accessed by an end user after clicking on any part of a Ad ("Advertiser Page"); (iv) redirect an end user away from the Advertiser Page, provide a version of the Advertiser Page different from the page an end user would access by going directly to the Advertiser Page or intersperse any content between the Ad and the Advertiser Page; (v) display any Ad(s) on any error page, registration or "thank you" page (e.g. a page that thanks a user after he/she has registered with the applicable Web site), or in any email or on any Web page or any Web site that contains any pornographic, hate-related or violent content ; or (vi) act in any way that violates any Banner Ad Program Policies posted on the LSLCA Web Site, as may be revised from time to time. Violation of any of the foregoing may result in immediate suspension of Your account or termination of this Agreement, and may subject You to state and federal penalties and other legal consequences.
- 6. Termination; Cancellation.** You may cancel the participation of any Site in the Program and/or terminate this Agreement with or without cause at any time by requesting the removal of you banner ad the LSCA website. LSLCA may at any time, in its sole discretion, terminate the

Program, terminate this Agreement, or suspend or terminate the participation of any Site in the Program for any reason. Upon termination of participation of any Site in the Program or termination of this Agreement for any reason, Sections 3, 6 through 10, 14, 15 and 16 shall survive termination.

7. **Confidentiality.** You agree not to disclose LSLCA Confidential Information without LSLCA's prior written consent. "LSLCA Confidential Information" includes without limitation: (a) all LSLCA software, technology, programming, technical specifications, materials, guidelines and documentation relating to the Program; (b) click-through rates or other statistics relating to Site performance in the Program provided to You by LSLCA; and (c) any other information designated in writing by LSLCA as "Confidential" or an equivalent designation. It does not include information that has become publicly known through no breach by You or LSLCA, or information that has been (i) independently developed without access to LSLCA Confidential Information, as evidenced in writing; (ii) rightfully received by You from a third party; or (iii) required to be disclosed by law or by a governmental authority.
8. **No Guarantee.** LSLCA makes no guarantee regarding the level of impressions of or clicks on any Ad, the timing of delivery of such impressions and/or clicks, or the amount of any payment to be made to You under this Agreement.
9. **No Warranty.** LSLCA MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
10. **Limitations of Liability; Force Majeure.** EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR PROPRIETARY INTERESTS RELATING TO THE PROGRAM, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (ii) LSLCA'S AGGREGATE LIABILITY TO PUBLISHER UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE NET AMOUNT PAID BY LSLCA TO PUBLISHER DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.
11. **Publicity.** You agree that LSLCA may use Your name and logo in presentations, marketing materials, customer lists, financial reports and Web site listings of customers. If You wish to use LSLCA's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features ("Brand Features").
12. **Representations and Warranties.** You represent and warrant that (a) all of the information provided by You to LSLCA to enroll in the Program is correct and current; and (b) You are the owner of each Site or that You are legally authorized to act on behalf of the owner of such Site(s) for the purposes of this Agreement and the Program; and (c) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You hereunder. You further represent and warrant that each Site and any material displayed therein: (i) comply with all applicable laws, statutes, ordinances and regulations; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) are not pornographic, hate-related or otherwise violent in content.
13. **Your Obligation to Indemnify.** You agree to indemnify, defend and hold LSLCA, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Program, the Site(s), and/or Your breach of any term of this Agreement.
14. **Information Rights.** LSLCA may retain and use for its own purposes all information You provide, including but not limited to Site demographics and contact and billing information. You agree that LSLCA may transfer and disclose to third parties personally identifiable information about You for

the purpose of approving and enabling Your participation in the Program, including to third parties that reside in jurisdictions with less restrictive data laws than Your own. LSLCA disclaims all responsibility, and will not be liable to You, however, for any disclosure of that information by any such third party. LSLCA may share aggregate (i.e., not personally identifiable) information about You with advertisers, business partners, sponsors, and other third parties. In addition, You grant LSLCA the right to access, index and cache the Site(s), or any portion thereof, including by automated means including Web spiders or crawlers.

15. **Miscellaneous.** This Agreement shall be governed by the laws of Missouri, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in St. Charles County, Missouri. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modifications to this Agreement must be made in a writing executed by both parties, by Your online acceptance of updated terms, or after Your continued participation in the Program after such terms have been updated by LSLCA. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect. You may not resell, assign, or transfer any of Your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to LSLCA. Notwithstanding the foregoing, LSLCA may assign this Agreement to any affiliate at any time without notice. The relationship between LSLCA and You is not one of a legal partnership relationship, but is one of independent contractors.

I have read the copy and, by my signature, agree to advertise with (DomainName.com) as indicated. By signing this contract, I consent that I am an authorized signatory for my company.
Signature: _____ Date: _____

Note: Contract must be received before ad placement.