

Agreement of Terms

This **Agreement of Terms** sets forth the standards of use and guidelines for ***www.Links2Frankfort.com*** and ***www.Links2theBluegrass.com***. By subscribing to and purchasing **Advertising Space** on the **Directory** as defined below, you -- the business, entity or individual doing so -- shall be defined as the "**Advertiser**" for the purposes of this **Agreement**. By purchasing the **Advertising Space** you are hereby agreeing to the terms of this **Agreement**.

This **Agreement of Terms** shall be dated as of the date **Advertiser** either signs an **Agreement for Advertising with Links2Inc.** (hereafter "the **Agreement for Advertising**") or creates or establishes an **Online Order** for a **Listing** on the Internet directory service found at ***www.Links2Frankfort.com*** and/or ***www.Links2theBluegrass.com*** as shown on the **Invoice** or **Transaction Detail**.

Whereas, **Links2Inc.** (herein "**Links2**") is the owner of an Internet business directory serving Frankfort, Kentucky known as "**Links2Frankfort**" and the Internet business directory serving central Kentucky known as "**Links2theBluegrass**" (herein collectively designated as the "**Directory**"). The **Directory** is found at ***www.Links2Frankfort.com*** and ***www.Links2theBluegrass.com*** (herein collectively designated as the "**Site**"); and

Whereas, **Advertiser** desires to purchase **Advertising Space** on the **Directory** pursuant to the terms of the **Agreement for Advertising** or an **Online Order** placed with **Links2** of even date herewith.

Now, therefore, in consideration of having its business advertised on the **Directory**, **Advertiser** desires to enter into and agrees to abide by the within **Agreement of Terms**.

Definitions:

Advertising Space means one **Advertisement, Listing or Banner**, stored on the **Links2Frankfort** or **Links2theBluegrass** Internet Web server, with a **Start Date** set forth in the **Invoice** or **Transaction Detail**.

Advertisement means the information, whether text or graphic, supplied by an **Advertiser**, which is posted on the **Links2Frankfort** or **Links2theBluegrass Site**, and which can be viewed by a user of the **Directory**.

Advertiser Contact means the individual designated by **Advertiser** as the person with authority to make decisions or provide information to **Links2** with regard to the **Advertising Space** on the **Directory**.

Event Listing means an **Advertisement** specifically intended to promote a special event. **Event Listings** appear in a separate section of the **Directory** and are available in three (3) forms: Showcase, Premium and Basic.

Impression means the number of times an **Advertisement** or **Banner** is displayed on a site visitor's computer screen.

Link means a request for information from a server other than the **Links2Frankfort** or **Links2theBluegrass** Web server.

Listing means a standard **Directory Advertisement** as follows:

"**Showcase Listing**" means a top-level **Directory Advertisement** including specific, detailed descriptive information about the **Advertiser** and a separate, one-page "mini web-site" for that **Advertiser**.

"**Premium Listing**" means a mid-level **Directory Advertisement** including summary descriptive information about the **Advertiser**.

"**Basic Listing**" means a lower-level **Directory Advertisement** containing the name, address and contact information for the **Advertiser**.

"**Banner Listing**" means an **Advertisement** that appears on a **Directory** page that links to the **Advertiser's** own website, or to the **Advertiser's** listing in the **Directory**. Top, Side and Bottom Banners are available on the **Directory's** Home Page. Top and Bottom Banners are available on the **Directory's** Category Page(s) and Sub-Category Page(s). A **Banner Listing** may be a Top, Bottom or Left-hand Side Banner. **Banner Listings** rotate randomly in and out of pages of the **Directory**.

Listing Fee means the amount **Advertiser** shall pay to **Links2** in consideration of having its **Advertisement** listed on either the **Links2Frankfort** or **Links2theBluegrass Directory**. There shall be separate fees for each **Directory** and each location listed in the **Directory**.

Online Order, Invoice or Transaction Detail mean the documentation provided to **Advertiser** by **Links2**, either via the Internet, regular mail, or in person, which sets forth the **Start Date, Renewal Date** and **Listing Fee(s)** pertaining to **Advertiser's Listing** or **Event**.

Start Date means the first day the **Advertisement** is displayed on the **Directory**.

Term:

The initial term of this **Agreement of Terms** shall begin on the **Start Date** and shall continue for a period of one (1) year unless otherwise agreed to by **Links2** and **Advertiser** (the "**Initial Term**"). The **Initial Term** (and **Renewal Term**, if any) will expire one (1) year after the **Start Date** (the "**Renewal Date**"). As of the **Renewal Date**, **Advertiser's Listing** on the **Directory** will automatically renew unless **Advertiser** notifies **Links2** of its desire to cancel its **Listing**. In order to not pay a **Reinstatement Fee** as provided herein, **Advertiser** shall renew its **Advertisement Listing** prior to the **Renewal Date**. **Advertiser** agrees to pay all amounts due and owing **Links2** during the **Initial Term** and any **Renewal Terms**.

Payments:

(a) Amounts due as **Listing Fees** are payable in advance on the first day of each billing cycle. **Advertiser's** billing cycle shall be monthly, quarterly or annually as indicated on the **Agreement for Advertising** or **Online Order**, beginning on the **Start Date**. **Links2** may require a deposit and may require payment for the first billing cycle before listing the **Advertisement** on the **Directory** or **Links2** will provide an **Invoice** to **Advertiser**. Invoices are due and payable within ten (10) days of their receipt by **Advertiser** unless otherwise agreed to by **Links2**.

Payments must be made in United States dollars. **Advertiser** is responsible for providing **Links2** with changes to billing information (such as credit card expiration, change in billing address) **Links2** may charge interest on past due amounts at the rate of 12% per annum and may suspend the **Advertiser's Advertisement** in the **Directory** without notice if payment for the service is overdue. **Listing Fees** and charges not disputed in writing within thirty (30) days of due date are conclusively deemed accurate. **Advertiser** agrees to pay **Links2's** reasonable reinstatement fees and expenses following a suspension for non-payment, and to pay **Links2's** reasonable costs of collection of overdue amounts, including collection agency fees, attorney fees and court costs.

(b) **Links2** may increase its **Listing Fees** as of the beginning of a **Renewal Term** by giving notice to **Advertiser** of the new fees at least thirty (30) days prior to the beginning of the **Renewal Term**, and if **Advertiser** does not give a notice of non-renewal as provided above, the **Advertiser** shall be deemed to have accepted the **new Listing Fee** for that **Renewal Term** and any subsequent **Renewal Terms** (unless the **Listing Fees** are increased in the same manner for a subsequent **Renewal Term**).

(c) **Early Termination.** **Advertiser** acknowledges that the amount of the **Listing Fee** for the **Directory Listing** is based on **Advertiser's** agreement to pay the **Listing Fee** for the entire Initial Term, or Renewal Term, as applicable. In the event **Links2** terminates this Agreement of Terms for **Advertiser's** breach of this **Agreement** or **Advertiser** terminates its **Advertisement** in the **Directory**, other than in the event of a breach by **Links2**, any unpaid amounts due and owing by **Advertiser** through the date of termination shall become due and payable immediately.

Advertiser's Account:

Advertiser shall receive its own account and password by which to access the **Advertiser's** administrative section of the **Directory**. **Advertiser** shall be entirely responsible for any and all activities which occur under its account whether authorized or not authorized. **Advertiser** agrees to notify **Links2** of any unauthorized use of **Advertiser's** account or password or any other breach of security known to **Advertiser**. **Advertiser's** right to use the **Advertising Space** is personal to the **Advertiser**.

All coupons, discounts, percentages, claims and offers made by **Advertiser** are the sole liability and responsibility of **Advertiser**. **Links2** shall not be held responsible or liable for and will not validate, hold true, honor, reimburse or make good on any of these coupons, discounts or offers.

Right to Refuse Unacceptable or Inappropriate Advertising:

Links2inc. reserves the right to refuse any **Advertisement Listing** or **Banner** that does not completely conform to the file types, sizes and requirements of the **Directory**.

Links2inc. and the **Directory** **will not** accept **Advertisements, Listings, Event Listings or Banners** from companies or their subsidiaries, or foundations funded by such companies, whose primary purpose is to produce or provide tobacco, alcohol, or pornographic products or services or whose primary function is to improve or promote acceptance of such products by the public. **Links2inc.** and the **Directory** will not accept **Advertisements, Listings, Event Listings or Banners** from any **Advertiser** whose primary business, service or products are not applicable, appropriate or lawful for persons twenty-one (21) years of age or younger.

The Listing and any other Agreements between Link2inc. and Advertiser are voidable by Links2inc. immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services or changes its involvement during the Listing Term.

In addition, **Links2inc.** may, in its complete and sole discretion, refuse the use of the **Directory** by any **Advertiser** or the purchase and placement of any **Advertisement, Listing, Event Listing, Classified Ad Listing** or **Banner** that it deems inappropriate.

USAGE STATISTICS:

Links2inc. MAKES NO GUARANTEE THAT USAGE STATISTICS OR IMPRESSIONS WILL BE EQUAL TO ANY PUBLISHED NUMBERS AT ANY GIVEN TIME. Links2inc. SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO SAID USAGE STATISTICS. Links2inc. PROVIDES ADVERTISERS WITH USAGE STATISTICS ONLY AS A COURTESY TO THE ADVERTISER. USAGE STATISTICS ARE AVAILABLE ONLY FOR LISTINGS and BANNERS but not EVENTS OR CLASSIFIED ADS.

Advertiser Information:

Advertiser warrants and represents to **Links2** that the information he, she or it has provided and will provide to **Links2** for purposes of establishing and maintaining the **Directory** and the **Advertisements, Banners, Listings, Classified Ads, and Events** therein is accurate. If **Advertiser** is an individual, **Advertiser** warrants and represents to **Links2** that he or she is at least 18 years of age. **Links2** may rely on the instructions of the person listed as the **Advertiser Contact** on the **Agreement for Advertising, Order, Invoice or Transaction Detail** with regard to **Advertiser's** account until **Advertiser** has provided a written notice changing the **Advertiser Contact**.

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY:

Advertiser is solely responsible for any legal liability arising out of or relating to the **Advertisement** and/or any graphics or textual material users can view or link to through the **Advertisement**. **Advertiser** represents and warrants that the **Advertisement** and **Link** comply with **Links2inc.** advertising standards and guidelines; that it holds the necessary rights to permit the use of the **Advertisement** and **Link** by **Links2inc.** for the purpose of this **Agreement**; 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 anti-discrimination law or regulation, or any other right of any person or entity.

Advertiser agrees to indemnify **Links2inc.** and to hold **Links2inc.** harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by **Links2inc.**, arising out of or related to **Advertiser's** breach of any of the foregoing representations and warranties.

Compliance with Laws:

Advertiser assumes all knowledge of applicable law and is responsible for compliance with any such laws. **Advertiser** may not use the **Directory** in any way that violates applicable state, federal, or international laws, regulations or other government requirements. **Advertiser** further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

Copyright and Trademark Information:

All content included or available on the **Directory**, the **Site**, and the **Advertisement Space** including site design, text, graphics, interfaces, and the selection and arrangements thereof is protected, all rights reserved, or is the property of and/or third parties protected by intellectual property rights. Any use of materials on the **Site** or the **Directory**, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of **Links2** is strictly prohibited. **Advertiser** agrees that it will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of **Links2**. "**Links2®**" is a registered trademark of **Links2Inc.**

Indemnification:

Advertiser agrees to indemnify and hold harmless **Links2**, its affiliates, subsidiaries or sister companies, and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of **Advertiser's** services in violation of applicable law or this **Agreement** or any person using **Advertiser's** password or log-in information, regardless of whether such person has been authorized to use the services by **Advertiser**.

Use of Advertiser's Name by Links2Inc.:

Advertiser hereby agrees to permit **Links2** to reasonably use its name, **Listing**, logo, **Banners** or other information included in its **Listing** in promotions and advertising for the **Directory** at no charge.

Assignment:

Advertiser may not assign this **Agreement of Terms**, in whole or in part, without **Links2inc.'s** prior written consent which consent may be unreasonably withheld. 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 Commonwealth of Kentucky.

Entire Agreement/Amendments:

This **Agreement** and any and all addenda, exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by **Links2inc.'s Listing Fee Information**, whether printed on paper or electronically.

The terms and conditions of the **Agreement for Advertising, Order or Invoice** are hereby incorporated herein by reference. This **Agreement** will prevail over any contrary or inconsistent terms in any other document or agreement.

This **Agreement** may only be amended or modified by a written document executed by both parties.

Products or Services offered by Advertiser.

Links2 makes no warranties or representations whatsoever with regard to any product or service provided or offered by any **Advertiser**.

DISCLAIMER OF WARRANTIES:

Links2 DOES NOT WARRANT OR REPRESENT THAT THE DIRECTORY WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW Links2 DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

LIMITATION OF DAMAGES:

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF Links2 AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT

TO EXCEED THE AMOUNT EQUAL TO SIX (6) MONTHS OF THE ADVERTISER'S LISTING FEE.

Suspension/Termination:

(a) **Suspension of Service.** Advertiser agrees that **Links2** may suspend services to Advertiser without notice and without liability if: (i) **Links2** reasonably believes that the **Directory** and **Advertiser's Advertising Space** are being used in violation of this **Agreement of Terms**; (ii) Advertiser fails to cooperate with any reasonable investigation of any suspected violation of this **Agreement of Terms**; (iii) **Links2** reasonably believes that the suspension of service is necessary to protect the **Directory** or its other advertisers, or (iv) as requested by a law enforcement or regulatory agency.

Advertiser shall pay **Links2's** reasonable reinstatement fee if service is reinstated following a suspension of service under this subsection due to any cause by Advertiser. This fee (the "**Reinstatement Fee**") shall be comprised of a reasonable hourly rate charged by **Links2** for the time expended in reinstating the **Advertisement, Banner** or **Listing** together with any fees, expenses or charges incurred by **Links2** in reinstating **Advertiser's Advertising Space** on the **Directory**.

(b) **Termination.** This **Agreement of Terms** may be terminated by Advertiser prior to the expiration of the **Initial Term** or any **Renewal Term** without further notice and without liability if **Links2** fails in a material way to provide the **Directory** and **Advertising Space** service in accordance with the terms of this **Agreement of Terms** and does not cure the failure within ten (10) days of Advertiser's written notice describing the failure in reasonable detail.

This **Agreement of Terms** may be terminated by **Links2** prior to the expiration of the **Initial Term** or any **Renewal Term** without further notice and without liability as follows: (i) upon ten (10) days notice if Advertiser is overdue on the payment of any amount due under this **Agreement**; (ii) Advertiser materially violates any other provision of this **Agreement of Terms**, and fails to cure the violation within ten (10) days of a written notice from **Links2** describing the violation in reasonable detail; or (iii) upon one (1) day's notice if Advertiser's Service is used in violation of a material term of this **Agreement of Terms** more than once. Either party may terminate this **Agreement of Terms** upon ten (10) days advance notice if the other party admits insolvency, makes an assignment for the benefit of its creditors, files for bankruptcy or similar protection, is unable to pay debts as they become due, has a trustee or receiver appointed over all or a substantial portion of its assets, or enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

Changes to the Directory by Links2:

Upgrades, design changes, changes to the "Look and Feel" of the **Directory**, and other changes in **Links2's network**, including, but not limited to changes in its software, hardware, and service providers, may affect the display or operation of Advertiser's content on its **Advertising Space**. **Links2** reserves the right to make said possible change to the **Directory** in its commercially reasonable discretion.

Notices:

Notices to **Links2** under this **Agreement of Terms** shall be given via electronic mail to info@Links2inc.com, or via U.S. Mail or telephone to the address of record for Links2inc. Notices to Advertiser shall be given via electronic mail, U.S. Mail or telephone to the address and individual listed as the **Advertiser Contact on the Agreement for Advertising, Order or Invoice**. Notices are deemed received on the day transmitted. Advertiser may change his, her or its notice address by a notice given to **Links2** in accordance with this Section. Notwithstanding the above, notices of termination by either party shall be in writing and mailed to the recipient at its primary place of business as shown in the **Directory**.

Force Majeure:

Links2 shall not be in default of any obligation under this **Agreement of Terms** if the failure to perform the obligation is due to any event beyond **Links2's** control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

Miscellaneous:

Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property. Neither party may use the other party's name or trade mark without the other party's prior written consent. It is understood Advertiser is giving a license and the right to use its trademarks, etc. to **Links2** for use in the **Directory** and **Advertising Space** or the promotion thereof.

A party's failure or delay in enforcing any provision of the within **Agreement of Terms** will not be deemed a waiver of that party's rights with respect to that provision or any other provision of this **Agreement**. A party's waiver of any of its right under this **Agreement** is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

This Agreement of Terms was last updated – May, 2009

Copyright 2009, Links2Inc. All Rights Reserved.

Links2® is a registered trademark of Links2Inc.