

# **BERGEN COUNTY MOMS, LLC**

## **2021 AGREEMENT TERMS & CONDITIONS**

1. As used in this Agreement, "Bergencountymoms.com" shall refer to Bergen County Moms, LLC and "Advertiser" shall refer to the Advertiser indicated on the face page of the Product Order delivered via Paypal.
2. Advertiser shall be responsible for all third party rights, licenses, approvals, consents, clearances and permissions which may be necessary with respect to making the advertisements which Advertisers provides to Bergencountymoms.com (the "Advertisements") available on the Bergencountymoms.com's web site and E-mail newsletter.
3. Advertiser represents and warrants that Advertiser has all rights, licenses and clearances necessary to lawfully use, and authorize Bergencountymoms.com to use, the contents and subject matter contained in the Advertisements including: (i) any copyrighted material, trademarks, and/or depiction of trademarked goods or services; (ii) any testimonials or endorsements contained in the Advertisements; (iii) any name, photograph, likeness or identity of individuals, either living or dead, famous or not famous; and (iv) any other rights, licenses, permissions clearance or approvals which may be necessary. In addition, Advertiser represents and warrants that all claims, representations, and email attempts made by the Advertisements: (a) are supported by competent and reliable prior substantiation in advance of their publication and dissemination in accordance with the laws, regulations and orders of the Federal Trade Commission; and (b) are in compliance with all applicable federal, state, and local laws regarding deceptive trade practices, fair competition, and consumer protection. In consideration of Bergencountymoms.com's acceptance of such Advertisements for publication, Advertiser will indemnify, save and hold harmless Bergencountymoms.com and affiliates against all loss, liability, damage, and expense of any nature (including actual attorney's fees) arising out of the publication of the Advertisements and Advertiser shall reimburse Bergencountymoms.com on demand for any payment made or incurred by Bergencountymoms.com with respect to the foregoing. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED.
4. The term of this Agreement shall commence upon full execution of this Agreement and end on the last Run Date indicated on the cover page of the

Product Order. Advertiser may terminate this Agreement without cause upon thirty (30) days prior written notice, provided that Advertiser pays to Bergencountymoms.com seventy-five percent (75%) Kill Fee of the total unpaid amount of the Total Cost (as specified on the cover page of the Product Order). Within thirty (30) days of the Run Date one hundred percent (100%) of the Total Cost is due in full regardless of whether the Ads run or not.

5. Advertiser understands that all frequency discounts for the Advertisements are based on Advertiser's commitment to fulfilling the advertising schedule set forth in the Product Order. If for any reason this schedule is not met by the time of expiration or cancellation of this Agreement, the Advertiser agrees to pay an early termination short rate charge.

6. Notwithstanding Bergencountymoms.com's agreement to report certain information to Advertiser, Bergencountymoms.com shall own all information relating to the end-user access to Bergencountymoms.com web site including all mailing lists, customer names, e-mail addresses, demographics and usage information gathered therefrom, provided however that Advertisers shall have a license to use all information reported to it by Bergencountymoms.com for its own business purposes (but not for disclosure to third parties).

7. Bergencountymoms.com will not be deemed in breach of this Agreement for any failure to make publicly available the web site located at the destination of any links provided by the Advertiser.

8. Invoices are rendered in U.S. dollars. Payment shall be made to Bergencountymoms.com upon receipt of an invoice for the payment outlined in the Product Order. Bergencountymoms.com reserves the right to assess all unpaid fees and charges with interest at the highest rate permitted by law after 30 days from Advertiser receipt of the Invoice date due.

9. Bergencountymoms.com reserves the right, without liability, to reject, omit or exclude any Advertisement Bergencountymoms.com determines will adversely affect Advertiser or Bergencountymoms.com at any time, upon prior written notice to the Advertiser, whether or not the Advertisement was previously acknowledged, accepted or published. Advertiser acknowledges that Bergencountymoms.com and any other URL owned or controlled by Bergencountymoms.com may contain information or material of other companies that compete, directly or indirectly with Advertiser.

10. EXCEPT WITH RESPECT TO INDEMNIFICATION NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES HEREUNDER. BERGENCOUNTYMOMS.COM'S LIABILITY SHALL NOT EXCEED THE AMOUNT RECEIVED BY BERGENCOUNTYMOMS.COM HEREUNDER.

11. All disputes between Bergencountymoms.com and Advertiser will be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to conflict of law provisions. The parties irrevocably submit to the jurisdiction of the federal and state courts in New Jersey with respect to any matter relating hereto and hereby waives the defense of inconvenience forum to any such action.

12. All notices shall be in writing, either electronically or via paper (including email) and directed to the addresses shown on the cover page to this Product Order. This Agreement may be executed by facsimile and in separate counterparts, each of which will be deemed an original, but all of which, when taken together, will be deemed to constitute one and the same Agreement.

13. To the extent permitted by, and subject to the mandatory requirements of all applicable laws, rules and regulations, each and every right, power and remedy which either party may have pursuant to this Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute. The exercise or the beginning of the exercise of any such power or remedy shall not be construed as a waiver of the right to exercise at the same time or thereafter any other right, remedy or power or be construed to be a waiver of any default on the part of such party or to be an acquiescence therein. No express or implied waiver by either party of any breach or default hereunder by the other party shall in any way be, or be construed to be, a waiver of any future subsequent breach or default hereunder by such other party. Advertiser shall not have the right to assign this Agreement or any of its rights or obligations hereunder.