

## ADVERTISING TERMS AND CONDITIONS

These Terms and Conditions (the "Agreement") govern the relationship between Mitzvah List, LLC ("Seller") and any entity, person or party (the "Buyer"), that purchases any advertising services from Seller.

Any sales by Seller and its affiliates are made subject to the following terms and conditions. By agreeing to advertise with Seller, Buyer accepts the terms of this Agreement. Seller may amend this Agreement at any time without notice. All modifications of this Agreement shall take effect immediately after posting on [www.mitzvahlist.com](http://www.mitzvahlist.com). We encourage you to review this page periodically because all changes are binding on you. Seller expressly rejects any different or additional terms or conditions contained in any document submitted by Buyer. This Agreement may not be modified, amended and/or changed by you in any manner. Buyer's purchase of advertising from Seller is expressly made conditional on Buyer's assent to these terms and conditions.

1. **TERMS OF PAYMENT:** Buyer is required to pay for all advertising in full prior to Seller having any obligation to include Buyer on any advertisement contained on Seller's website, sent by Seller or posted on social media by Seller. No payment by Buyer or receipt by Seller of a lesser amount than the amount due and owing by Buyer pursuant to all outstanding invoices shall be deemed to be other than on account of the earliest dated invoices, nor shall any endorsement or statement on or accompanying any check or other form of remittance by Buyer be deemed an accord and satisfaction without Seller's written consent and Seller may accept such check or other form of remittance as partial payment without prejudice to Seller's right to recover the balance of such invoice amounts or pursue any other remedy provided by law or equity. Buyer agrees to immediately pay all amount when due.

2. **AUTHORIZATION.** Buyer expressly authorizes Seller to publish advertisements and write articles sent by email, posted on Seller's website or on social media regarding Buyer's goods and services at Seller's own discretion.

3. **PLACEMENT.** Unless Buyer and Seller specifically agree in a signed writing about the location of any advertisements on Seller's website or in any email, Seller reserves the sole and exclusive right to decide the location of advertisements on Seller's website.

4. **ACCURACY OF INFORMATION.** By advertising with Seller, Buyer agrees to provide Seller with accurate and complete information about Buyer's business and update the information as needed and to abide by the terms of this Agreement.

5. **AUTHORITY.** If you are entering into this Agreement, you represent that you have the authority to bind Buyer to this Agreement.

6. **TERMINATION.** Seller may suspend or terminate your account if Seller suspects that you have engaged in fraudulent activity in connection with our site, have received complaints from our users regarding your services or for any other reason as we determine at Seller's sole discretion. If Buyer's account is terminated, Seller has no obligation to return any funds that Buyer has paid to Seller.

7. **UNPAID FEES.** If Buyer has not paid any amount due to Seller when due, you agree to pay such amount immediately upon receipt of any invoice. Seller reserves the right to charge interest, in the amount of 2% per month (or the maximum allowed by law), on any unpaid account balance that Buyer maintains. Any partial payment made by Buyer will be first applied to the most recent fees owed to Seller. Seller may waive or change their fees, penalties or interest at any time. In the event that any fee is unpaid and Seller is required to retain an attorney to collect any amounts due and owing, Buyer agrees to pay all attorney fees and other costs of collection incurred by Seller. Buyer expressly consents and authorizes Seller, in its sole discretion, to make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution.

8. **DELIVERY AND INSPECTION:**

a. Advertising schedules are approximate and cannot be guaranteed. Buyer agrees that Seller shall not be liable for failing to meet any advertising schedules. Buyer further agrees that time is not of the essence of any advertisement placed with Seller.

b. In the event either party's performance hereunder is delayed or made impossible or commercially impracticable due to causes such as fire, explosion, strike or other difference with workers, shortage of energy sources, facility, material or labor, delay in or lack of transportation, temporary or permanent plant shutdown, breakdown or accident, compliance with or other action taken to carry out the intent or purpose of any law, regulation, or other requirement of any governmental authority, or any cause beyond that party's reasonable control, that party shall have such additional time within which to perform this Agreement as may be reasonably necessary under the circumstances. However, the obligation of Buyer to pay for advertising is never suspended. In addition, if due to force majeure or any other cause, Seller is unable to place all the advertisements or send all the emails to meet all demands from customers and internal uses, Seller shall have the right to allocate production among its customers in any manner in which Seller may determine to be equitable.

c. Buyer shall promptly review all advertisements. If Buyer is unhappy with the advertisement, Buyer shall immediately notify Seller of such condition and afford Seller a reasonable opportunity to fix any said advertisement.

9. CLAIMS: The liability of Seller arising out of any advertisement to Buyer or the Buyer's customers, and whether based under breach of contract or warranty, in tort (including negligence or strict liability), or otherwise, shall not in any event exceed the price for advertising placed in a given year. The remedies set forth above shall constitute the sole and exclusive remedies of Buyer and the sole and exclusive liability of the Seller whether the claims of Buyer are based on contract, warranty, tort (including negligent or strict liability) or otherwise. Under no circumstances shall the Seller be liable to the Buyer for any special, consequential, incidental or punitive damages, whether based upon loss of goodwill, lost profits, work stoppage, personal injury, disease, death, property damage, delay, impairment of other goods, property damage, loss of use, expense of recall or otherwise.

10. BUYER CANCELLATIONS. Without otherwise limiting Seller's remedies, if Buyer cancels an order, Seller may impose and Buyer agrees to pay a reasonable cancellation fee within Seller's discretion. Termination and cancellation charges may be invoiced to Buyer at 100% of the advertising. This provision does not limit any other remedies that Seller has at law or in equity. Buyer cannot modify, cancel or otherwise alter orders without Seller's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Seller against loss.

11. REMEDIES UPON FAILURE TO PAY: In the event Buyer fails to make payment of the purchase price or any portion thereunder when due, Seller shall have the right to: (1) suspend performance with respect to any pending advertisement, and (2) employ an attorney to collect the balance due and Buyer agrees to pay all collection costs and expenses incurred by Seller, including Seller's reasonable attorney fees.

12. WARRANTY: DISCLAIMERS: SELLER WARRANTS THAT ANY ADVERTISING ON SELLER'S SITE IT "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, IS MADE RESPECTING SAID ADVERTISING SERVICES AND THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED BY FACT OR LAW. SELLER DOES NOT WARRANTY THAT ANY INFORMATION, SERVICES OR TOOLS OFFERED ON SELLER'S SITE WILL MEET BUYER'S REQUIREMENTS, WILL BE ACCURATE, COMPLETE OR CURRENT, OR WILL GIVE ACCURATE, COMPLETE OR CURRENT RESULTS, THAT OPERATION OF THE SITE, INCLUDING TOOLS OR OTHER SERVICES OFFERED ON THE SITE WILL BE TIMELY, SECURE, UNINTERRUPTED, OR FREE FROM ERROR OR OMISSION OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY ERRORS ON THE SITE WILL BE CORRECTED. SELLER DOES NOT WARRANT THAT ALL FEATURES ON SELLER'S SITE WILL CONTINUE TO BE OFFERED. SELLER DOES NOT WARRANT ANY SPECIFIC NUMBER OF USERS OR SUBSCRIBERS TO WWW.MITZVAHLIST.COM.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Michigan. Buyer, acting for itself and successors and assigns, hereby expressly and irrevocably consents to the jurisdiction of the state and federal courts of Michigan for any litigation which may arise of out of or be related to this Agreement. Buyer waives any objection based

upon forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer with this Agreement must be brought in a federal or state court located in Oakland County, Michigan. BUYER EXPRESSLY WAIVES TRIAL BY JURY.

14. WAIVERS: Any waiver by Buyer or Seller of a breach of a term or condition of this Agreement shall not be construed as a waiver of any other breach of any other term or condition, or a waiver of any similar future breach of the same term or condition.

15. ADDITIONAL TERMS AND CONDITIONS. Buyer acknowledges and agrees that Seller has the sole discretion to set forth and post additional terms and conditions for use of Seller's website at various places throughout the site. Buyer agrees that any additional terms and conditions contained on Seller's website shall be considered an effective amendment to this Agreement and that said terms and conditions shall be incorporated herein. Furthermore, Buyer expressly agrees that if there is any conflict between any new or additional terms and conditions and the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall govern the relationship between the parties.

16. REMEDIES. Remedies for use of Seller's site that violate this Agreement including, but are not limited to, the immediate termination of any advertisement contained herein, public notification of your actions, issuance of a warning (including a public warning), temporarily suspending your advertisements, monetary compensation, injunctive relief, or any other relief allowed by a court of law.

17. TERM AND TERMINATION. The term of this Agreement shall begin upon acceptance of Seller of any order for advertising from Buyer and shall continue until terminated by either party upon 30 days written notice. Any termination of this Agreement shall be in writing. The written notice must specifically reference this Agreement, state that this Agreement is being terminated and be sent via First Class U.S. Mail, certified, return receipt requested, to Seller's headquarters, attn.: Beth Desmon. The termination will not change or modify the obligations or rights of the parties with respect to the sale of advertising that were agreed upon prior to the effective date of termination and Buyer is not entitled to a refund of any amounts paid or due under the Advertising Contract.

18. ASSIGNMENT. Buyer may not assign its rights or obligations hereunder without the prior written consent of Seller.

19. CONDITIONS INCORPORATED BY REFERENCE: Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed incorporated herein.

20. INTEGRATION AND NOT ORAL MODIFICATION. This Agreement contains the entire understanding between the parties with respect to the transactions and subject matter contemplated hereby and supersedes, merges, and replaces all prior and contemporaneous agreement and understandings, oral or written, between the parties. This Agreement may not be orally amended or changed. This Agreement may be amended or changed only by written instrument executed by the party waiving such provision. This Agreement may be terminated only in the matter set forth in Section 17 above.

21. INDEMNITY. Buyer agrees to indemnify and hold Seller, its affiliates, officers, directors, agency and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising in any manner in whole or in part out of Buyer's use of Seller's site.

22. OUTAGE POLICY. Seller makes every attempt to make sure its site is functioning properly. If Seller's site is not functional for more than seven (7) consecutive days, Seller agrees to extend the Advertising Contract for the number of outage days. Seller has no obligation to refund any amount paid due to any outage. Buyer's sole remedy for any outage is an extension of the Advertising Contract.