

CITY NEWS GROUP, INC-BASIC TERMS AND CONDITIONS

This online advertising agreement (also known as Agreement) is hereby entered into by Advertiser and City News Group, Inc. its Corporate office located at 22797 Barton Road, Grand Terrace, CA 92313, on the following terms and conditions.

1. Definitions

“Advertiser” means the submitter of the Insertion Order; (b) “Ad” means the specific artwork identified by Advertiser; (c) “Publisher” means City News Group, Inc. Its respective agents, employees and affiliates, (d) “Client Content” means content Advertiser, or any person(s) authorized by your or using your password, supplies to us, posts, or asks us to use your Ads, Exhibits, size, location and frequency (e) “Clickwrap” is the affirmative action of the Acceptance of this Agreement in full.

2. Offer

By your action of using the “I AGREE” Clickwrap advertiser authorize us to publish content submitted in City News Group, Inc. Electronic Platform, and to provide the Services listed in this Agreement. The advertiser does hereby request advertising space as such space is reserved whether or not the space is utilized. Should the advertiser not provide copy in the appropriate format advertiser is aware charges will still apply.

3. Acceptance

Advertiser has read and understands the Basic Terms and Conditions and is aware that this Agreement shall be legally binding between City News Group, Inc. and Advertiser upon Acceptance of the “I Agree” CLICKWRAP and shall constitute a valid and binding Agreement and shall be deemed as Original for evidentiary purposes. Advertisement is accepted by City News Group, Inc. with the understanding that the advertiser is ultimately responsible and liable for and will indemnify City News Group, Inc. against any and all litigation.

4. Payment terms

Payment must be made through the Electronic Platform at the time of Acceptance. Automatic Renewal: (see terms and Conditions for Automatic Renewal)

5. Payment default

Advertiser understands that they shall remain liable for any balance due under the terms of the Agreement together with all costs of collection including, but not limited to all reasonable attorney’s fees, count costs and interest. If space is not used or payment is not made as agreed Publisher may refuse to insert further advertising in the event of default by Advertiser, City News Group, Inc. is able to resell the advertising space to another Advertiser without in any way releasing said Advertiser from any liability hereunder.

6. Agreement

All advertising used under the terms of this agreement must be used exclusively for the advertiser’s own business. It is understood that any artwork provided by City News Group, Inc. is an accommodation and is the property of City News Group, Inc. Publisher reserves the right to reject or cancel any insertion order or advertisements at any time. City News Group, Inc. does not accept ads that promote discrimination on the basis of race, creed color, sex or sexual orientation, or ads that promote products or services illegal in the State of California. Publication of questionable ads is the decision of City News Group, Inc. All advertising set to simulate editorial or political content will be labeled “Paid Advertisement”. City News Group, Inc. reserves the right to interpret this agreement and to adopt further regulations as may be deemed necessary by it for the general success of the newspaper(s) Neither party shall assign or otherwise transfer this Agreement in whole or in part without express written prior consent. Each party represent and warrants that it is duly organized, validly existing and in good standing in its State of Incorporation, and has full power and authority to enter into this

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Agreement and fulfill its obligations hereunder. Customer further represents and warrants to Publisher that the contents of all final information and materials provided by Advertiser to Publisher hereunder (without modification by Publisher and when used specifically as authorized by Advertiser) to the best of Advertiser's actual or constructive knowledge: (1) are true and accurate in every respect; (2) do not violate any applicable law, rule or regulation (including any and all applicable advertising regulations, and /or the terms hereof); and do not violate the third party rights of any person or entity including without limitation, intellectual property, privacy, or publicity rights.

Publisher does not collect personal information from Advertisers and further does not share, sell or trade any information.

7. Advertising Content, Publishing, and Distribution

Publisher makes every attempt to accommodate position requests but does not guarantee position within any Publication. City News Group, Inc. reserves the sole right to determine (and may change at any time without notice to Advertiser) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in Publications, and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. We may reject all or any portion of Ads or Services at any time and for any reason (even if previously approved). If rejected, we may, as our sole obligation, refund any advance payments for that Ad or Service. If we receive allegations of copyright or trademark infringement, we may remove the disputed content immediately. Should the newspaper fail to publish an advertisement, the newspaper will publish the advertisement in the next available issue. Advertiser agrees that City News Group, Inc. will not be liable for any loss or damage as a result of this omission.

8. Deadline

If we provide proofs in time for modifications you must notify us in writing of any changes/errors before the deadline. Otherwise, we will publish the ad or perform the Service as shown and no adjustment will be made. Written confirmation of modifications or corrections must be received before deadline. Copy and space reservation Deadline is 9 A.M. on the Monday prior to publication. Colors, contrast photos, font, graphics, and other features may appear differently in the published product and no adjustments will be made for those differences. The Publisher will assume no financial responsibility for typographical errors or for omission of copy. Should the newspaper fail to publish an advertisement, the newspaper will publish the advertisement in the next available issue. Publisher is not responsible for modifications or corrections given over the telephone.

9. Proofs

City News Group, Inc. Provides proof for Publisher provided artwork or copy. If Publisher does provide proofs in time for modifications, you must notify Publisher in writing of any changes/errors before the deadline. Otherwise, we will publish the ad or perform the Service as shown, and no adjustment will be made. Written confirmation of modifications or corrections must be received before deadline. Deadline is 72 hours before Publication. Colors contrast, photos, font, graphics, and other features may appear differently in the published product and no adjustments will be made for those differences. The Publisher will assume no financial responsibility for typographical errors or for omission of copy. Publisher is not responsible for modifications or corrections given over the telephone. All communications regarding modifications or changes must be done in writing or email.

10. Indemnification

Advertiser shall indemnify and hold harmless City News Group, Inc. and their respective directors, officers, employees, agents, and independent contractors, from and against any and all claims, causes of action, damages or costs (including reasonable

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attorneys' fees) to the extent resulting from the actual or alleged negligence, any suits for the violation of right to privacy, plagiarism, copyright infringement, misconduct or breach of warranty or covenant and all claims in connection with the advertisements referred to in this contract and advertiser assumes liability for all the content of advertisements published and for any claim arising from there made against City News Group, Inc. The foregoing indemnification obligations will survive any termination of this agreement.

11. Entire Agreement

The terms of this agreement may not be modified, except by written Agreement signed by both parties. If both parties are not able to sign additional agreement outlining modifications, an email in which both parties show their acceptance of the revised terms will serve as said required document. Modifications acceptable to be made via e-mail include; ad size increase, additions/removal of color change of city/cities of publication, or special billing requests.

12. Agreement Modifications

If the advertiser wishes to run a larger ad during the contract period, the advertiser will be eligible for further discounted rates. City News Group, Inc. reserves the right to revise advertising rates upon 30 day notice to contract advertisers. In the event of such revision, the advertiser may, if he chooses, cancel any agreement then in effect, without penalty, by giving written notice prior to effective date of the new rates.

13. Force Majeure

City News Group, Inc. is not liable for delays in delivery and/or non-delivery as the result of an Act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable

control of City News Group, Inc. affecting the production or delivery in any manner.

14. Severability

If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heir and successors of the parties herein

15. Notices

Any notice required under this Agreement will be in writing and sent via United States Postal Service to City News Group, Inc. 2279 Barton Rd, Grand Terrace, CA 92313. Receipt of notice is deemed upon actual receipt. Notice to Advertiser shall be delivered to the mailing address listed on information sheet.

PUBLISHER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION TO ADVERTISER THAT OPERATION OF THE SITE WILL BE UNINTERRUPTED, HAVE FULL FUNCTIONALITY AT ALL TIMES OR BE ERROR FREE. PUBLISHER WILL NOT BE LIABLE FOR CONSEQUENCES RESULTING FROM ANY INTERRUPTION OF SERVICE, MALFUNCTION, OR ERROR.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, PUBLISHER MAKES NO WARRANTY EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HOST SITE.

EXCEPT FOR THE PARTIES RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPTARY EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HOST SITE.

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EACH PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM RELATING TO THIS AGREEMENT WILL BE LIMITED TO AMOUNT EQUAL TO THE SUM OF THE AMOUNTS PAID BY CUSTOMER TO PUBLISHER HEREUNDER

ANY CLAIM MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BARRED.

16. **Governing Law and Jurisdiction**

You agree that this Agreement will be governed by and construed in accordance with, and all matters relating to or arising under this Agreement will be governed by California law without reference to the laws relating to conflicts of laws. Jurisdiction for all claims and disputes regarding this Agreement is proper in San Bernardino, California.

17. **Waiver**

Except as otherwise set forth in this Agreement, neither Advertiser nor Publisher will lose any of their rights under this Agreement, even if Advertiser or Publisher do not enforce a right or delay in enforcing his right.

18. **Client's Representations**

Advertiser represents and warrants that (1) Advertiser has the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to

us will not infringe any third party copyright or trademark rights. You grant us a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, modify, display, publish publicly perform, distribute (in any form or media)., transmit by any means, and create derivative works from the Client Content in, and for the marketing and sale of our products and services.

19. **Waiver of Class Action and Jury Trial and Consent to Binding Arbitration**

In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury. Parties agree to binding arbitration under the Commercial Rules of the American Arbitration Association.

20. **Attorneys' Fees**

If either party commences any action or processing against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgement or order thereby obtained.