

## Advertising Agreement

### General Terms and Conditions

Advertisers who place an ad on FloridaHalfbacks.com hereby agree to the following Terms and Conditions, and fully intend and agree to be bound thereby. These Terms and Conditions are included and made a part of that Advertising Agreement as if fully set forth therein. Advertisers who place an ad on FloridaHalfbacks.com warrant that it has the full right, power, and authority to enter into this Agreement and to make all of the grants, promises, and covenants herein contained.

The Terms and Conditions and the Advertising Agreement shall be referred to herein collectively as the "Agreement." FloridaHalfbacks.com is a service of INNsights, LLC. FloridaHalfbacks.com shall be referred to herein as "FHB".

FHB makes no warranties, express or implied, other than those presented in this Agreement.

FHB reserves the right to refuse any advertisement for any reason. FHB shall be the sole and final authority of whether or not any advertising material is appropriate for inclusion on [www.FloridaHalfbacks.com](http://www.FloridaHalfbacks.com), as well as any links to third party web pages included thereon.

Advertisers who submit an advertisement for employment or real estate agree to obey all applicable anti-discrimination laws, including the federal Fair Housing Act. Furthermore, it is against the rules of this site to use language in employment or real estate ads that discriminates on the basis of classes protected by law, including but not limited to: race or color, national origin, religion, sex, mental or physical handicap, familial status (families with children), pregnancy, veteran's status, sexual orientation, marital status, and income source.

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, (2) any claims or misrepresentations made via the Advertisement, and/or (3) any material to which users can link through the Advertisement.

Advertisers will not (1) Place misleading statements in the Advertisement (i.e., "You will win \$10,000."); (2) Redirect traffic to a Website other than that listed by the particular Advertiser; (3) Ask Users to take advantage of other Ads or offers other than those listed by the particular Advertiser;

Advertiser represents and warrants that: (1) the material provided to FHB is original, copyrighted material belonging to Advertiser, or that Advertiser has obtained any and all rights, permissions and licenses necessary for FHB to use the material in the preparation of Advertiser's web pages and in any other printed matter prepared by FHB in the normal course of business; (2) the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights, title or interests of any third party, including, but not limited to, copyright (whether in text, image, software code or music), patent, trademark, trade secret, or any other proprietary or property right; and (3) that the Advertisement will not contain material that includes false advertisements, unfair competition, defamatory material, invasions of privacy or rights of celebrity, or violations of any anti-discrimination law or regulation.

Advertiser agrees not to hold FHB responsible for any liability, loss, cost, claim, damage or causes of action of any kind that it may suffer as a result of the transactions contemplated hereby, including but not limited to loss resulting from service delays and incomplete or interrupted service, regardless of cause or fault.

Advertiser agrees to indemnify and hold FHB, its assigns, employees, and heirs, harmless from any and all liability, loss, damages, claims, or causes of action, and/or third party claims, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties, including reasonable legal fees and expenses. IN NO EVENT WILL FHB BE LIABLE TO ADVERTISER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT FHB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This Agreement will be governed by and construed in accordance with the laws of

the State of North Carolina. The courts located in the State of North Carolina, County of Jackson (State and Federal) shall have sole and exclusive jurisdiction over any controversies arising out of, relating to, or in connection with this Agreement, or any breach thereof. Any service of process given to either party via certified U.S. Mail, return receipt request, shall be deemed to have the same force and effect as personal service given within the State of North Carolina, provided, however, that in order to effectuate service upon FHB, a copy also must be mailed to INNsights., LLC, 354 Ivy Ridge Circle, Sylva, North Carolina, 28779. Advertiser understands and agrees that it is hereby waiving any further objections to choice of law, venue, personal jurisdiction and subject matter jurisdiction in any legal proceeding involving the terms and performance of the Agreement brought in accordance with this paragraph.

This Agreement and any and all exhibits and attachments are the complete and exclusive understanding 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. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order or prior correspondence between Advertiser and FHB. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

Advertiser may cancel this Agreement at any time by giving FHB thirty (30) days written notice delivered to INNsights., LLC via email, fax or U.S.P.S. mail and further provided that there is no outstanding balance with FHB. FHB will make every effort to stop displaying Advertiser's web pages immediately upon receipt of such notice. The Advertiser agrees that by canceling the Agreement, it forfeits all fees paid in advance.

FHB may terminate this Agreement immediately by giving written notice to Customer if FHB determines in good faith that Advertiser's use of the Advertiser Web site or the Advertiser Content violates any term or condition. If FHB cancels this Agreement prior to the end of the Term for Advertiser's breach of this Agreement and related

agreements, the Advertiser's use of the Services disrupts, FHB shall not refund to Advertiser any fees paid in advance of such cancellation and Advertiser shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, Advertiser shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term.

**Advertiser hereby confirms the abovementioned advertising on FHB and that Advertiser shall abide by all the terms and conditions as set by FHB.**

Signed for and on behalf of \_\_\_\_\_  
(Advertiser Business Name)  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed for and on behalf of Leisure Linx, LLC:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_