



ADVERTISING TERMS & CONDITIONS

GENERAL: Advertiser and Glancer Magazine, Inc., (hereafter "Magazine"), agree as set forth herein. Advertiser agrees to advertise its product(s) and/or services(s) with Magazine in the zones, monthly issues, amount, and, in the format (display ad, advertorial, coupon, web site presence, web development and calendar space, logo design, ad use, etc.) indicated in the Insertion Agreement between Advertiser and Magazine.

CANCELLATION/TERMINATION: If Advertiser desires to cancel an advertisement, it must provide written notice of such cancellation within thirty (30) days before such advertisement's due date (as described in the Insertion Agreement between Advertiser and Magazine). If Advertiser cancels an advertisement as described in the immediately preceding sentence, Advertiser will not be responsible for the entire amount of such cancelled advertisement, but will pay a cancellation fee for each month of the Magazine for which advertising is cancelled in an amount equal to \$100 for contracted ad amount of \$1 to \$300 and thirty three (33%) percent of the contracted ad amount more than \$301 each such month which would otherwise have been due to Magazine if Advertiser had not cancelled such advertising, and will also pay back to Magazine any discounts previously provided by Magazine with respect to such advertising (including, without limitation, art fees waived and complimentary items provided by Magazine). If Advertiser cancels an advertisement after the required notification date described in the first sentence of this paragraph, Advertiser shall remain bound to pay for such advertisement, such advertisement shall be run by the Magazine, and such advertisement will instead be deemed cancelled for the next Magazine issue. Magazine reserves the right to cancel the remainder of any advertisements ordered by Advertiser, without recourse, in the event of multiple cancellations of advertisements by Advertiser, failure by Advertiser to cooperate in any way necessary to effectuate the goal of this Agreement, failure by Advertiser to indemnify Magazine as required under this Agreement, or failure by Advertiser to pay any amounts due to Magazine hereunder. A cancellation of an advertisement will be recognized by Magazine only if Advertiser requests cancellation in writing on Advertiser's letterhead and such written request is signed by an officer of Advertiser. Advertiser acknowledges that Magazine is entitled to charge any cancellation fees required hereunder (including discount paybacks and cancellation service charges) to Advertiser's credit card on file with Magazine. If a charge to Advertiser's credit card is declined for any reason, Magazine shall not recognize any attempted cancellations by Advertiser until all applicable cancellation fees have been paid in full to Magazine. Instead, until such time as all applicable cancellation fees have been paid by Advertiser, Magazine will continue to run Advertiser's advertisements and Advertiser shall continue to be bound by any payment obligations described herein with respect to such advertisements. Magazine may terminate this Agreement in the event Advertiser breaching any of the provisions of this Agreement including, without limitation, Advertiser's failure to pay Magazine any sums due to Magazine under this Agreement. The foregoing cancellation charges will also apply if Magazine terminates this Agreement. In the event of such termination by Magazine, Advertiser acknowledges that Magazine is entitled to charge any cancellation fees required hereunder (including discount paybacks and cancellation service charges) to Advertiser's credit card. If such charge is denied, Magazine may pursue alternative remedies for collecting any sums due from Advertiser under this Agreement.

DISCOUNTS/INCENTIVES: All discounts and special incentives are contingent upon advertising throughout the entirety of the Agreement. Any discounts or incentives used prior to canceling are to be reimbursed to Magazine as described above. The rate used to determine such discounts will be the rate effective at the time of cancellation.

PAYMENT: Payment is due in full by the due date indicated in the Insertion Agreement between Advertiser and Magazine. Advertiser shall provide a valid credit card number that Advertiser hereby authorizes Magazine to charge for payment in full, on the third (3rd) day of the grace period in the event of any late payment. Such a charge would avoid any late charges. If the credit card is declined, or if a check from Advertiser is returned NSF, Advertiser will be charged an additional sum of \$35.00, plus any applicable bank fees or penalties. In the event that Advertiser pays any amounts due hereunder with a credit card and the issuer of the credit card fails to pay the amounts authorized by Advertiser, Magazine shall provide Advertiser with notice of the same and Advertiser shall immediately remit full payment to Magazine plus any interest due on the outstanding amounts at the rate of seven (7%) percent per annum. It is the responsibility of Advertiser to provide updated credit card information (expiration dates, etc.) and Advertiser shall not cancel any credit card provided to Magazine without prior written notice to Magazine.

NON-PAYMENT: In the event Advertiser fails to pay Magazine any sums due and owing to Magazine hereunder, in addition to all remedies of Magazine described herein, Magazine may pursue any other remedies available at law or in equity.

REPRESENTATIONS AND INDEMNIFICATION: Whether or not Magazine performs design work for Advertiser, Advertiser represents and warrants that (a) all advertisements presented to Magazine for publication, including, without limitation, all text, graphics, and other content in connection with such advertisements, do not infringe upon any rights, including, without limitation, copyrights, trademark rights, service mark rights, or any other intellectual property rights, of any third party; and (b) Advertiser has full authority to publish any advertisements presented to Magazine for publication. Advertiser agrees to indemnify, defend and hold harmless, Magazine, and Magazine's officers, directors, shareholders, employees and other agents, against any loss, liability, causes of action, damages or expenses, including, without limitation, attorney's fees and expenses, arising from or related to any claim by any third party that any advertisements published on Advertiser's behalf (i) infringe upon any rights, including, without

limitation, copyrights, trademark rights, service mark rights, or any other intellectual property rights, of any third party; or (ii) are libelous, slanderous, violate any third party's privacy rights, constitute plagiarism, or violate any other rights of any third party.

LIMITATIONS ON LIABILITY: Magazine does not guarantee to Advertiser any level of commercial success in connection with the advertisements published on Advertiser's behalf. In no event shall Magazine be liable to Advertiser, or any other person, for any indirect, incidental, consequential or punitive damages, including, without limitation, loss of profit or goodwill for any matter arising out of or related to this Agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise, even if Magazine has been advised of the possibility of such damages by Advertiser. Magazine's liability for an error or omission, including omitting an advertisement in its entirety, shall not exceed the cost of that portion of the space occupied by such error or omission. A signed proof of Advertiser's advertisement will act as Advertiser's final artwork. If artwork was not returned with a signature but sent to Advertiser prior to publish date, Magazine is not responsible for any errors found by Advertiser after publish date. Any errors included in that final artwork will not be the responsibility of Magazine. Reimbursements will be given for misprints appearing in the printed version of the Magazine but not indicated on final proof. No allowance, however, will be granted for an error that does not materially affect the value of the advertisement. Claims for adjustment must be made within seven (7) days after publication. Credit is allowable for the first incorrect insertion only. Magazine accepts no responsibility for losses sustained as a result of selling merchandise or services at an incorrect price.

ATTORNEY'S FEES AND EXPENSES. Advertiser agrees to reimburse Magazine for any and all fees, costs and expenses, including, without limitation, attorney's fees and expenses, incurred by Magazine in connection with Magazine's enforcement of Advertiser's obligations under this Agreement. In the event of any dispute between Advertiser and Magazine with respect to amounts owed by Advertiser to Magazine under this Agreement, Advertiser and Magazine shall first make a reasonable attempt to resolve such dispute between themselves. If Magazine incurs expense in connection with the resolution of such dispute, and the dispute is resolved by Advertiser paying to Magazine any part of the monies alleged by Magazine to be due from Advertiser under this Agreement, Magazine shall be entitled to charge Advertiser's credit card for the reimbursement of Magazine's expenses (including, without limitation, attorneys' fees and expenses) with respect to the resolution of the dispute.

MISCELLANEOUS. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. Venue for any litigation arising under this Agreement shall be in the circuit court located in DuPage County, Illinois. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Failure to enforce any rights relating to a party's default hereunder shall not constitute a waiver. Provisions of this Agreement identified by the context to survive the termination or expiration of this Agreement shall so survive. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein, and supersedes all prior oral or written agreements, commitments or understandings, with respect to the matters provided for herein. This Agreement shall not be amended except by written amendment signed by authorized representatives by both parties.