



Terms and Conditions

This agreement ("Agreement") governs your relationship with **Charge Media Group**. By advertising with Charge Media Group, you (the "Business" or "you") hereby agree to be bound by the terms and conditions of the agreement set forth below.

Guarantee

"Advertiser" agrees to Pay Charge Media Group NET 30 from the day of campaign(s) launch regardless if client pays "advertiser" if working with an agency OR if working with client direct.

Proprietary Information

All proprietary information used or embodied in website of business as a result of work done by **Charge Media Group** remains property of **Charge Media Group**. However, in considerations of fees paid and to be paid hereunder by business, Business is hereby granted a permanent non-exclusive and non transferable license to use such proprietary information on its website. Upon expiration and termination of this Agreement, **Charge Media Group** may or may not provide accounts set up for the "advertiser". **Charge Media Group** will not take any steps to alter the content of the Business' website or to remove or withdraw any enhancements made as a result of in connection with the services provided by **Charge Media Group** to the business.

Fees

"Advertiser" agrees to pay **Charge Media Group** the amounts set forth in the CMG Agreement, up to the monthly billing ceiling ("Cap") set forth. Payment is due upon receipt of invoice NET 30. The foregoing fees shall continue to accrue until the Agreement is terminated. There is a 15% ad serving fee in addition to all other fees.

Term and Termination

Either party may terminate this Agreement after the agreed length of the contract. Written notice or email, are acceptable form for termination of contract 10 days prior to the start of a new month. Following notice properly delivered and received, that Business shall be obligated to pay for all fees incurred prior to **Charge Media Group** receiving Business' termination and business shall be liable for the full Monthly Listing Fee for the month in which the Agreement is terminated.

Indemnification

Business shall indemnify, defend and hold harmless **Charge Media Group Inc.**, and it's officers, employees, directors, shareholders, and agents, and their respective successors and assigns, from and against any and all claims and suits by, and liability to, third parties arising from or in any way related to the content of business 'website (except as to any intentionally false information or content inserted by (**Charge Media Group**), or (y) any error or omission of, or breach of contract by, Business in the performance of its business functions.



Terms and Conditions (cont.)

Term

The term of this agreement shall be 3 months, and shall continue thereafter on a month to month basis unless 15 days' notice to cancel prior to start of new monthly service. If Business shall terminate this Agreement during the said initial; 3 month term (other than as a result of non-performance or other breach of **Charge Media Group**, or pursuant to the guarantee given in this Agreement). Any notice of termination shall be effective as of the end month such notice shall be given 15 days prior to the start of a new monthly cycle.

Limitation of Liability

IN NO EVENT WILL **Charge Media Group** BE LIABLE TO BUSINESS FOR ANY CONSEQUENTIAL, INDIRECT, INDIRECTIONAL, PUNITIVE OR SPECIAL DAMAGES, LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF **Charge Media Group** TO THE BUSINESS EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE BUSINESS TO **Charge Media Group** DURING THE THREE (3) MONTHS, REGARDLESS OF THE BASIS OR FORM OF CLAIM.