

Advertising Policy

Owner/President or authorized person by purchasing advertising from **K&L Media, LLC** agrees to the following:

ADVERTISING CONTRACT PARTIES: Pursuant to this binding agreement, K&L Media, LLC (also known as PMRNC, a division of **K&L Media, LLC**) and Advertiser (aka Company or individual Advertising purchaser).

Advertiser shall pay to **K&L Media, LLC** amounts due and payable in US Currency, in advance, as determined by the fee schedule presented at [K&L Media, BillersWebsite.com Store Front: Advertising Opportunities](#) and **K&L Media** shall reserve Advertising Space as set forth in the advertising fee schedule and time period. The advertising start date will be the first day of the ad's appearance on [www.billerswebsite.com](#)'s web server. ADVERTISEMENT ad banner image or link stored on PMRNC ([www.bilerswebsite.com](#)) with a defined Start Date.

Advertisement: This means the graphic or text file supplied by K&L Media, or the Advertiser, which can be selected by a user as a Link.

Link: This means a request for information from a server or internet service provider other than the PMRNC Website or server.

Start Date: First day the PMRNC web server displays the Advertisement.

Web server: Server Host site of PMRNC ([www.billerswebsite.com](#)) that users may access via the Internet. The server computer will be offline for maintenance periodically as needed; however, should there be an unforeseen problem which takes the server offline for more than a 24 hour period, we will compensate Advertisers by adding an equivalent amount of additional time to the end of your contracted advertising period.

Terms: Rates, as shown under our [advertising rate schedule](#), are payable in advance of the advertising period. Rates not under contract are subject to change.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING: PMRNC ([www.billerswebsite.com](#), K&L Media, LLC) reserves the right to refuse any advertisement or sponsorship banner or text file or link that does not meet the needs or conform to our standards and the standards of our subscribers. PMRNC does not accept advertising from companies that produce or provide products or services which are inappropriate, which PMRNC or K&L Media, LLC shall have complete discretion to define. This means PMRNC reserves the right to define what unacceptable and inappropriate advertising is. Monies paid by Advertisers that K&L Media, LLC deems inappropriate WILL BE REFUNDED IN FULL upon refusal of said advertising.

USAGE STATISTICS: Neither K&L Media, LLC or PMRNC make any guarantee to any published numbers, success or click through given at any given time. K&L Media, and PMRNC shall not be held liable for any claims as they relate to said usage statistics. PMRNC is not required to provide to advertisers with usage statistics, but may at their own discretion.

SPAM: SPAM is defined as an Internet user sending unsolicited and unwanted messages or advertisements to other Internet users, which violates US Code Title 47, Sec.227(a)(2)(B) and the common standards of Internet Etiquette. PMRNC reserves the right to immediately cancel and terminate any advertisement prior to the contracted Advertising period, if the Advertiser or parties contracted by the Advertiser have been found to have sent SPAM to subscribers of any of the PMRNC. In addition to termination of the Advertiser's advertisement, K&L Media, LLC, will not refund any of the fees paid for the unused portion of that Advertiser's contracted advertising period.

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY:

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

warrants that the Advertisement and Link comply with the PMRNC advertising standards; that it holds the necessary rights to permit the use of the Advertisement and Link by PMRNC for the purpose of this Agreement; and, that the use, reproduction, distribution or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation or any other right of any person or entity. Advertiser agrees to indemnify K&L Media, LLC and PMRNC harmless from any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses that may be incurred by K&L Media, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

LIMITATION ON DAMAGES: In no event will K&L Media, LLC or PMRNC be liable to sponsor or Advertiser for any special, incidental or consequential damages, whether based on breach of contract, tort (including negligence) or otherwise and whether or not K&L Media, has been advised of the possibility of such damage. This Agreement and any and all exhibits and attachments are the complete and exclusive agreement 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, provided that all pricing will be governed by PMRNC Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. The amount of the enclosed check will determine the type of advertisement [link or banner] and the length of time the advertisement is to run on the PMRNC (www.billerswebsite.com) web server.

I have read and understand the conditions of this policy – The purchase of said advertising is considered to be an agreement of advertising terms.

MISCELLANEOUS: This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to the conflict of law's provisions thereof. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the New York state and U.S. federal courts having within their jurisdiction the location of K&L Media, LLC's principal place of business. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.