Service Agreement

This **Service Agreement** sets forth the terms upon which the Client identified herein shall be permitted to advertise on the websites owned by Website Holding, Inc. The attached General Terms and Conditions are expressly incorporated herein by reference and form a material part hereof. By executing this **Service Agreement**, Client agrees to the terms set forth herein below and in the attached General Terms and Conditions.

Website Holdings, Inc. and Client reserve the right to terminate this Service Agreement and remove Client's advertising from all of the Website Holdings, Inc. sites at any time for any reason upon 30 days' written notice to Website Holdings, Inc. or Client. In such event Website Holdings, Inc. and/or Client's sole and exclusive remedy shall be a prorated payment or refund of any fee theretofore paid by Client or charged by Website Holdings, Inc. except as more specifically provided below.

I have read, understand, and agree to be bound by the foregoing and the General Terms and Conditions which are incorporated herein by reference as if fully set forth.

Note: Due to the continually evolving nature of the web, we reserve the right to change our ad products with 30 days' advance notice.

Service Agreement GENERAL TERMS AND CONDITIONS

1. General Terms.

This Agreement is between Website Holdings, Inc. and the party executing this agreement as a condition to advertising on the websites of Website Holdings, Inc. (“Client”). Website Holdings, Inc. maintains one or more sites on the Internet located at the sites identified on the electronic order form this agreement is associated with and incorporated by reference for all purposes (the “Website Holdings, Inc. Sites”) that allows users to search for and access content on the Internet. Client acknowledges that the sole obligation of Website Holdings, Inc. is to display promotional graphics, links and/or banner advertisements (the “Promotional Displays”) directing potential customers to the website of Client. These Promotional Displays may be produced by Website Holdings, Inc. or from advertising content provided by Client (“Client Content”) which conform to the specifications in this **Service Agreement**, including these general terms and conditions and the insertion order attached hereto (the “Agreement”). In this regard, Client agrees that (i) Website Holdings, Inc. has the right to market, display, perform, transmit and promote the Promotional Displays; and (ii) users of Website Holdings, Inc.'s services have the right to access and use the Promotional Displays and any content and/or services directly linked to the Promotional Displays. Website Holdings, Inc. will use commercially reasonable efforts to ensure that the Promotional Displays substantially conform to the description set forth in the attachment. However, Website Holdings, Inc. reserves the right to change the overall format of the Promotional Displays upon notice to Client.

2. Compliance with Website Holdings, Inc. Advertising Standards.

Website Holdings, Inc. reserves the right to reject Client Content that is not consistent with Website Holdings, Inc.'s standards. In addition, Website Holdings, Inc. shall have the right, at any time, to remove any Client Content or Promotional Displays and/or terminate this Agreement if Website Holdings, Inc. is directed to do so by any law enforcement agency, court or government agency or if Website Holdings, Inc. determines, in its sole discretion, that the Client Content, Promotional Displays, or any portion thereof (i) violate Website Holdings, Inc.'s then applicable advertising policy; (ii) violate any law, rule or regulation; (iii) are the subject of a claim asserted by an entity to trademarks, trade names, service marks or other proprietary rights; or (iv) are otherwise objectionable to Website Holdings, Inc.. In such event, Client's sole remedy shall be that Website Holdings, Inc. (i) will display other Client Content or Promotional displays as mutually agreed upon by the parties; or (ii) if Website Holdings, Inc. and Client cannot agree on the display of such other Client Content or Promotional Displays, will refund to Client a pro rata portion of the fee which Client has paid to Website Holdings, Inc. for display of the Promotional Displays. Website Holdings, Inc. may terminate this Agreement at any time in the event of material breach of this Agreement by Client.

3. Client's Warranties.
Client is solely responsible for any legal liability arising out of or relating to the Client Content and/or the Promotional Displays. Client represents and warrants that (i) the Client Content complies with Website Holdings, Inc.'s advertising standards; (ii) Client holds the necessary rights to permit the use of Client Content and the display of Promotional Displays by Website Holdings, Inc. for the purposes of this Agreement; (iii) the use, reproduction, distribution, or transmission of Client Content and the display of Promotional Displays will not violate any civil or criminal laws, rules or regulations 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, night of publicity, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity; (iv) neither the Client Content nor the Promotional Displays shall advertise or enable the unlawful sale of alcohol or tobacco products or any unlawful gambling activity; and (v) Client Content complies with all laws, rules and regulations of the country, state, or territory in which the Client or Website Holdings, Inc. is located. Client agrees to indemnify; defend, Website Holdings, Inc. and to hold Website Holdings, Inc. harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Website Holdings, Inc., arising out of or related to the Client Content, Promotional Displays, or Client's breach of any of the foregoing representations and warranties.

4. Payment.
Advertising through Promotional Displays will be invoiced at the time of signing up for the advertisement services at which time payment in full will be due. The first payment must be paid prior to the display of the first of the Promotional Displays. Subsequent monthly installments will be due and must be paid with through recurring billing.

5. Term and Termination.

The Term of this Agreement will commence as of the date indicated on the attached insertion order as the “campaign start date” and will end as of the date indicated as the “campaign end date.” Client understands that once this Agreement is executed, there shall be no refunds or proration of rates or installment payments if Client elects to discontinue display of the Promotional Displays prior to expiration of this Agreement. Notwithstanding the foregoing, Website Holdings, Inc. may terminate this Agreement if Client fails to pay any amount due hereunder and such non-payment remains uncured for 5 days following notice to Client of non-payment.

6. Disclaimer of Liability.
UNDER NO CIRCUMSTANCES SHALL WEBSITE HOLDINGS, INC. BE LIABLE TO THE CLIENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT WEBSITE HOLDINGS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED FOR HEREIN. WEBSITE HOLDINGS, INC. SHALL IN NO EVENT BE LIABLE TO CLIENT FOR MORE THAN THE TOTAL AMOUNT PAID TO WEBSITE HOLDINGS, INC. BY CLIENT HEREUNDER. WEBSITE HOLDINGS, INC. MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING WEBSITE HOLDINGS, INC.'S SERVICES OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WEBSITE HOLDINGS, INC. SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE NUMBER OF PERSONS WHO WILL ACCESS THE PROMOTIONAL DISPLAYS AND ANY BENEFIT CLIENT MIGHT OBTAIN FROM INCLUDING THE PROMOTIONAL DISPLAYS BY WEBSITE HOLDINGS, INC.

7. Notice.
All notices and other communications between the parties to this instrument shall be deemed given:

(i) if addressed to the appropriate address appearing on the face of the registration order form to which this Agreement affiliated, or if notice to a different address has been given in accordance with this Section 7, then to that address; and

(ii) if delivered by electronic mail, when the sender has received confirmation of delivery to the addressee; if delivered by facsimile transmission, when the sender has received confirmation of delivery to the addressee; if delivered by personal delivery, when actually delivered; or if mailed, at the close of business of the third business day after mailing.

8. Miscellaneous.
The terms and conditions of this Agreement are confidential and neither party will make any public statement, press release, or other announcement relating to the terms and conditions of or existence of this Agreement without the prior written approval of the other, unless required by law to do so. Website Holdings, Inc. and Client are independent contractors, and neither Website Holdings, Inc. nor Client is an agent, representative or partner of the other.

This Agreement, including the insertion order attached hereto, sets forth the entire agreement between Client and Website Holdings, Inc., and supersedes any and all prior agreements (whether written or oral) of Website Holdings, Inc. and Client with respect to the subject matter set forth herein. This Agreement may only be modified, or any rights under it waived, by a written document executed by authorized representatives of both parties. This Agreement shall be interpreted, construed and enforced in all respects in accordance with laws of the state of Texas, without regard to the actual state or country of incorporation or residence of Client. Client hereby irrevocably consents to the exclusive jurisdiction of, the courts of El Paso County, Texas and the federal courts situated in El Paso County, Texas in connection with any action arising under this Agreement. Client may not assign this Agreement, in whole or in part without the prior written consent of Website Holdings, Inc. This Agreement is duly enforceable against the other party in accordance with its terms and conditions.

THIS AGREEMENT IS ENTERED INTO BY CLIENT ELECTRONICALLY INDICATING ITS AGREEMENT HERETO.