

## Letter Agreement For Internet Advertising Services

This Letter Agreement For Internet Advertising Services (“Letter Agreement”) is intended to set forth the general terms and conditions pursuant to which our LLC company, **Redhubcap.com** (hereinafter “Advertising Service Provider”) agrees to provide certain advertising services for \_\_\_\_\_

The signature of an authorized representative of our company set forth below, signifies our offer to provide the Advertising Services subject to the terms and conditions set forth herein. By executing this Letter Agreement in the space provided below, you agree to accept the terms of this Letter Agreement.

### Terms of Service:

1. We represent to you that we own and operate an Internet Site located at [www.onlineoconee.com](http://www.onlineoconee.com) (the “Advertising Site”) which Advertising Site contains graphical and text-based descriptions of advertised sites along with a hypertext link to the advertised site. When the hypertext link is selected by the party accessing the site (“User”), the User is transported to the URL for the advertised site.
2. You represent to us that you own and operate an Internet Site located at [www.\\_\\_\\_\\_\\_](http://www._____).com (the “Advertised Site”) and that the current subject matter of the content of the Advertised Site is described as follows: \_\_\_\_\_.
3. By executing below, you request and consent us to provide the Advertising Services described in **EXHIBIT “A”** below for a term selected from **EXHIBIT “B”** from the date of acceptance of this Letter Agreement.
4. We have the right to terminate this Agreement if we remove or fail to approve any materials that you submit to us in which case any prepaid advertising fee shall be returned to you. You will not have any damages or other remedies, in law or in equity against us for failing to place or removing any advertising except for the return of any unused prepaid advertising fees.
5. You may periodically make changes to your advertising material which we must also approve. We will charge you a fee at our standard fee schedule rate (**\$50 per hour**) for making changes to your advertising materials on our web site. You will provide us with all changed materials that you desire to integrate. We will use our reasonable efforts to make the changes that you submit to us within 10 days after we approve the same.
6. We agree to provide the advertising formats as described in **Exhibit “A”** hereto at the pricing rates described in that same **Exhibit “B”**
7. We guarantee to email you monthly the given amount of Impressions to your page as a result of our advertising services.
8. We will use our reasonable efforts to make our Advertising Site available for display through the World Wide Web, twenty four hours per day, seven days per week. We are not responsible for periodic downtime for maintenance, backup, acts of God, power outages, and other circumstances beyond our control or which are a normal part of the Internet business.
9. We shall be responsible for tracking Impressions to your site through the advertisements that are included on our site. We will report this information to you via Email on a monthly basis. You will agree to treat this information as confidential. You may use it for your internal business and marketing planning, but you

may not disclose it to third parties without our advanced written consent.

10. We make no warranties that the advertising contained on our Web Site will be free from errors or defects or that the use of the hypertext link or access to our site will be uninterrupted. WE SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL WE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

11. In consideration of our advertising services, you agree to pay the advertising fees set forth on the fee schedule attached hereto as **Exhibit "B."** You will also pay any sales and other taxes based upon the fees set forth therein. Advertising fees will be paid monthly, in advance, on or before the first day of every month during the term hereof. The monthly fee payable based upon the advertising program you have selected as set forth in Exhibit "B." We reserve the right to suspend advertising services until your account is brought current as well as the right to terminate this Agreement if any advertising fee is delinquent.

12. We will each retain all proprietary rights in and to our respective web sites and other proprietary materials such as copyrights, trademarks, trade secrets, patents and confidential information. We do not grant the other any rights in and to such proprietary material except that you hereby grant us a non-exclusive license to use the advertising material that you provide us, including your trademarks and copyrights, and the right to hyperlink to your site from our site during the term of this Agreement. Upon termination of this Agreement, we agree to remove the hyperlink and the advertising materials that you provided us from our Web Site within a reasonable time.

13. You will indemnify and hold us harmless from and against any claims, suits, threats, demands, settlements, actions, causes of action, liabilities, obligations and all other matters, including but not limited to court costs, attorney fees, witness fees, settlement fees, and all other direct and indirect expenses and losses that may occur arising from the breach of any of the representations and warranties that you have made to us and otherwise arising directly or indirectly from the placement of your advertising materials on our Web Site.

14. We will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, utility outages or interruptions, system transmission failure, server failure, strike, lockout, or any other situation which is beyond our control.

15. You may terminate this Agreement, with or without cause, by giving 60 days advance notice of you intent to terminate. We reserve the right to terminate this Agreement for any reason, with or without cause, upon ten (10) days written notice to you.

16. This Letter Agreement and the Exhibits hereto constitute the entire agreement and understanding between us with respect to the subject matter hereof. It supercedes and replaces all previous discussions, negotiations, and understandings between us. This Letter Agreement may only be amended by a written amendment signed by authorized representative of both of our companies. Interpretation hereof will be under the laws of the State of Georgia and any legal action shall be brought in Oconee County, State of Georgia. You are not permitted to assign your rights or responsibilities hereunder. I any dispute or lawsuit between us relative to this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs.

***EXHIBIT "A"***

ADVERTISING FORMATS see attached screen image sheet

The advertising services initialed below shall be provided pursuant to this Agreement. Advertising Rates for the various services will be as described in Exhibit "C"

**\$50** business card sized add with no link to your company or website only the info on the add

**\$75** business card sized add with a link to your company or website

**\$100** top of the page horizontal add

**\$200** right hand side of the page add with a link back to your company or website

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Targeted Page Displays (category specific)

**\$275** large category specific add in the category of your business with a link back to your company or website

**\$300** largest category specific add in the category of your business appearing at the top of the page right below the menu system

- The Advertisement will be displayed on the specific business category of the Host Site:  
[www.onlineoconee/category](http://www.onlineoconee/category)



***EXHIBIT "B"***

MONTHLY ADVERTISING FEES

all fees can be billed monthly or as a predefined amount of time covering the minimum contract per add

**\$50** per month must be run a minimum of 6 months

**\$75** per month must be run a minimum of 6 months

**\$100** per month must be run a minimum of 3 months

**\$200** per month must be run a minimum of 3 months

**\$275** per month must be run a minimum of 1 month

**\$300** per month must be run a minimum of 1 month

please circle the options desired and sign and date below the line  
thank you for joining [onlineoconee.com](http://onlineoconee.com)

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