

The Where Brides Go™ Network Advertising Agreement

By purchasing your wedding portal ad package with MSW Interactive Designs LLC online, you agree to the following terms. Your online order will serve as your digital signature.

Your Advertising Representative Is: Sandy Waggett

Name: Sandy Waggett

Phone: Toll Free 877-211-5492

Service Agreement

MSW Interactive Designs LLC will run the Client ad as outlined on the rates.asp on the applicable MSW wedding portal site. The Vendor, Topic, Home Page, and Premium ads will renew automatically on a monthly basis and the client may cancel at any time with written or email notification to MSW Interactive Designs. Partial advertising months are not prorated for billing or refunds.

Web/Email link packages renew automatically every 6-months. The client may cancel the link package at the end of the 6-month period to avoid renewal. Partial advertising months are not prorated for billing or refunds.

MSW Interactive Designs LLC does not guarantee or warranty effectiveness or return on investment on the Client ad, nor does MSW Interactive Designs LLC make any guarantees related to the number of ad impressions or ad clicks which will be received from the wedding portal(s). MSW Interactive Designs LLC makes no guarantees or warranties related to the up-time of the wedding portal(s), however all reasonable efforts will be made to maximize the uptime of the site.

eLeads Agreement

The Client unconditionally guarantees not to share the eLeads provided from the wedding web site with other Vendors. MSW Interactive Designs LLC reserves its eLeads for the **exclusive use of our advertisers**. We monitor response to these leads by periodically seeding the distributed eLeads with traceable information. The Client understands that if MSW Interactive Designs LLC has reason to suspect the Client is sharing eLeads with other Vendors, we have the right to remove the Client from the eLead distribution list. The Client understands that it will still be accountable for paying ad fees through the remainder of the initial and/or renewed contract period.

Payment Agreement

Invoices are generated on the 25th of each month. Clients paying by credit card or debit card will be billed on the 25th of each month. If the 25th falls on a weekend or holiday, the charge will be run on the business day prior. Clients paying by check are bound by payment terms of Net 15. Accounts more than 45 days past due may incur a 5% finance charge on the past due balance for each invoice cycle in which the account is past due. MSW Interactive Designs offers multiple payments options for your convenience, including cash, personal check, and business check, VISA, MasterCard, American Express, and Discover. For accounts that fall 60 or more days past due, MSW Interactive Designs reserves the right to remove the Client ad from the site(s) and remove the Client's email from the eLeads distribution list until such time the account is brought current. MSW Interactive Designs LLC also reserves the right to move the client's to lower placement on the page(s) if the client is past due 30 days. Advance payment may be required to reinstate any ad that has been pulled from the site(s). If the Client ad is pulled from the site due to non-payment, the Client is NOT eligible for the free basic listing on any of the MSW Interactive Designs LLC wedding sites. Returned checks are charged a \$30 service fee. Declined credit cards are charged a \$5.00 service fee.

Copyrights and Trademarks

The Client unconditionally guarantees to MSW Interactive Designs LLC that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MSW Interactive Designs LLC for inclusion in the ad are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend MSW Interactive Designs LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Age

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering into a contract in Tennessee on behalf of the Client.

Limited Liability

Client agrees that any material submitted for the ad will not contain anything leading to an abusive or unethical use of our wedding site. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. Client hereby agrees to indemnify and hold harmless MSW Interactive Designs LLC from any claim resulting from the Client's publication

of material or use of those materials. It is also understood that MSW Interactive Designs LLC will not publish information over the Internet which may be used by another party to harm another.

Indemnification

Client agrees that it shall defend, indemnify, save and hold MSW Interactive Designs LLC harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with MSW Interactive Designs LLC's placement of the Client's ad on our web site. This includes Liabilities asserted against MSW Interactive Designs LLC, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless MSW Interactive Designs LLC against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed by the Client's. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

Laws Affecting Electronic Commerce

Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend MSW Interactive Designs LLC and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of Internet electronic commerce.

Client also understands that MSW Interactive Designs LLC cannot provide legal advice.

Cancellation

If the client intends not to auto-renew an ad, the client should notify MSW Interactive Designs LLC prior to the 25th of the month. Once a billing has occurred on the 25th of the given month, the client is responsible for payment for that cycle. For the convenience of the Client, ad contracts will be automatically renewed for the same length of the initial contract unless the Client explicitly cancels the ad at the end of the initial contract. MSW Interactive Designs may make a courtesy contact to remind the Client of the renewal, but is under no obligation to do so. To cancel or modify an ad contact Sandy@MSWInteractiveDesigns.com or call your local ad sales representative. You may also contact the company headquarters at 877-211-5492.

The client will be responsible for payment of any and all fees through the specified contract period and renewed contract periods.

Arbitration

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator suitor pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of MSW Interactive Designs LLC. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred. The Client also agrees that regardless of any statute or law to the contrary, no claim may be made in excess of the actual amount the Client has paid MSW Interactive Designs LLC for services rendered.

Entire Understanding

This contract constitutes the sole agreement between MSW Interactive Designs LLC and the Client regarding the ad. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and MSW Interactive Designs LLC.

Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of Tennessee.

MSW Interactive Designs LLC

Attn: Sandra Waggett

10711 Eagle Glen Dr

Knoxville TN 37922

Toll Free Phone: 877-211-5492

Toll Free Fax: 866-515-9385

sandy@mswinteractivedesigns.com