



PURCHASE POLICY

By purchasing Digital Media and Design services from TAG on the Web, PURCHASER has agreed to the following:

PURCHASER is responsible for the accuracy of program details including No information or copy submitted by PURCHASER can be false or misleading advertising, constitute Bait and Switch, violate any copyright, right of privacy or publicity or other right of any person, company or organization.

PURCHASER warrants that they own or is authorized to use all images provided to TAG and images uploaded will not contain any viruses, scripts, macros, or programs or links to macros, scripts, programs, or any code that alters, destroys or inhibits the operation of, or infiltrates, computer systems or data run through such computer systems.

The following constitutes policies related to online advertising creative design services for web ad banners from TAG on the Web (TAG). Web ad banners are digital image ads. Each design is unique because each company's name, promotional URL and supplied images collectively produce a unique web ad. Designs are produced with images and message provided by PURCHASER. PURCHASER acknowledges that creative is a personal, experiential and interpretive art and as art, appreciation of the design and its ultimate meaning and value is subjective.

PURCHASER will upload two (2) high quality images including company logo for use in a static image design. TAG has the right to deny or edit copy or deny images based on content and quality as it deems necessary. Up to three total images allowed. Web Designs are created for online promotion and may not be transferrable for use to other media.

PURCHASER is responsible for providing sales copy (text) including suggested motto or tagline for use in the design. Each design order is entitled to one (1) revision as requested by PURCHASER upon receipt of finished ad design. Accepted revisions include text changes, misspelling, or image exchange. TAG assumes no responsibility for additional revisions after an initial revision is provided.

PURCHASER may request TAG to source images for use in a purchased design. Sourced Images are priced separately. TAG has right to edit any provided images and text in pursuit of the highest quality design. Finished ads are static designs provided in web ready formats such as jpeg and are delivered to PURCHASER via email to the address on file. Delivery in 7 business days.

PURCHASER agrees that they have full written permission from any companies, individuals or entities' products or services mentioned in their web ad design. PURCHASER also agrees they have full written permission to use logos, images, brand names from anyone else's name mentioned in their image ad.

PURCHASER acknowledges that they will not provide images and/or logos that it does not own or if usage has paid to a third party such as a stock photo house and that PURCHASER is responsible for any and all managed rights annual usage fees under the terms of the stock photo house, individual photographer, graphic designer or other entity that retains rights to such intellectual property. PURCHASER acknowledges that TAG will not modify, deface, alter any of the trademarks, service marks or other intellectual property made available to TAG in connection with the Services.

PURCHASER shall indemnify and hold TAG harmless from and against any damages, loss or expenses, including reasonable attorneys fees, TAG may sustain or incur as the result of any Legal Claims made, brought, or threatened against the PURCHASER by a customer where the transaction took place on the PURCHASER's website, blog or other online transaction venue.

PURCHASER acknowledges and understands that TAG services are non refundable under any circumstances unless we are unable to provide the service. Any inadvertent errors by TAG will be corrected promptly upon notification or discovery, with no additional charge. This obligation to correct the error shall constitute the sole liability of TAG.

Purchaser shall pay for the planning and buying of digital media campaigns at the fixed monthly rate published. TAG acknowledges that media campaign buys are subject to the availability of keywords and content websites to deliver impressions favorable to the PURCHASER. TAG makes no warrants about conversions only traffic to the designated webpage using paid search and branding impressions and traffic using display ads.

PURCHASER acknowledges that all Ad Blaster orders are Final and not subject to refund within 5 days of Program Start Date. Requests to determinate an Order must be made directly to Customer Service (800) 446-1005. PURCHASER may cancel a digital media campaign at any time. No requests for refunds will be considered 2 weeks before any program start. Remaining contract monthly days will be considered as payable under the current active order cost. Client may incur additional charges that represent the difference in price media package if an early terminated contract would have been initially purchased as a higher package rate as it relates to the period of contract termination. Requests to terminate Sustain packages or an Annual12 package order will be processed immediately. No partial month refunds will be refunded for early terminated campaigns.

In no event will any payment under this Agreement be contingent on receipt of any monies or other compensation by the PURCHASER. Each electronic invoice is due and payable at time of purchase. Subsequent payments will be debited from the bank account or credit card on file with TAG's official payment partner, PayPal or other designated 3rd party provider of payment progressing services. In order to maintain campaign continuity, services are auto-billed on a recurring basis. All rights of the PURCHASER herein are conditioned on TAG's successful receipt of payment. In addition, TAG may suspend performance of services and withhold delivery of materials until payment in full of all amounts due. TAG shall not be liable for any damages, losses or liabilities that may arise out of TAG's suspension of performance and/or withholding of materials due to Client's non-payment.

PURCHASER acknowledges that no service contract is active until a payment has been authorized and successfully processed. All service fees are due and non-refundable under any circumstances unless TAG is unable to provide the service.

PURCHASER agrees and warrants that (i) it is the owner of the promoted website, (ii) it will comply with all applicable laws including state and local taxes, rules and regulations, including but not limited to the Children's Online Privacy Protection Act of 1998 and laws relating to "spam", (iii) no information or copy submitted by PURCHASER or on PURCHASER'S behalf is false or misleading advertising, constitutes Bait and Switch or caveat emptor which violates any copyright, right of privacy or publicity or other right of any person, company or organization, and (iv) uploaded images and content will not contain any viruses, scripts, macros, or programs or links to macros, scripts, programs, or any code that alters, destroys or inhibits the operation of, or infiltrates, computer systems or data run through such computer systems.

TAG may refuse to design advertising that sells or promotes pornographic materials, illegal activity, hatred, violence, prejudice, terrorism or anything we deem that the majority of the public would feel is unethical.

TAG will not be held liable for services that may not be completed due to complications or failure with third parties equipment or services. Services may be withheld if check, credit card or online payment is not accepted by a bank or online payment processing company such as PayPal. TAG reserves the right to deny service to any company, entity or person based on past history of payment or fulfillment.

TAG does not warrant or guarantee that the services provided by TAG will be error free, including delays, interruption in service, omissions, losses or defects, whether human or mechanical. TAG makes

no warranties, expressed or implied, as to its services, including but not limited to any warranties related to communication effective, message delivery, audience behavior change or other advertising performance measures.

TAG does not warrant or guarantee performance of any design created by TAG or its affiliates, but will make good faith effort to design advertising that favorably represents a PURCHASER based on copy and/or images provided to TAG by PURCHASER for creation of a web ad design. All web ad designs and rights are owned by the PURCHASER.

The liability of TAG to PURCHASER shall be limited to a refund of fees paid by PURCHASER for design project if we fail to provide the services contracted and in no event will TAG or its parent, Targeted Advertising Group, Inc., or its subsidiaries or affiliates be liable for any indirect, consequential, special, exemplary or incidental damages. TAG shall not be liable for any delay or non-performance arising from any cause beyond its reasonable control, including, without limitation, acts of God, governmental acts, war, fire, terrorism, civil commotion or industrial disputes.

PURCHASER consents to receive communications from TAG during the design process regarding the design, the PURCHASER account, as well as promotion of additional services and products by TAG ("Communications"). You consent to receive Communications electronically. TAG may provide these Communications to you by sending an e-mail to the e-mail address you provided in connection with your account. You also consent to receive Communications by other methods including telephone and postal mail. The phone number and address we will use for contact will be that which was provided by you when setting up your PURCHASER account. You may request removal from any marketing lists at any time.

PURCHASER acknowledges that TAG reserves the right to distribute images of PURCHASER design creative to promote TAG services as well as mention PURCHASER by name in any press release, video or TV commercial for online or broadcast distribution, in print vehicles including newspapers, magazines, flyers, brochures, new business solicitation letters. Distribution may include, but not limited to other video related websites or directories.

You acknowledge and agree that you and TAG are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a corporation, joint venture, agency, or employment relationship. Neither party pursuant to these Terms and Conditions has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

Any controversy, claim or dispute arising out of or relating to the performance, construction, interpretation or enforcement of this Agreement, including disputes as to the scope of this clause, shall be resolved through good faith negotiations between the parties. If such efforts prove unsuccessful, all such controversies, claims or disputes shall be submitted to binding arbitration pursuant to the Federal Arbitration Act. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Bergen County, New Jersey. The arbitration award shall be final and binding and it may be confirmed and enforced in any court of competent jurisdiction.

PURCHASER shall indemnify and hold harmless TAG on the Web and its parent TAG Inc., for third party producers, vendors, including distributors, from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) arising out of or relating to any breach by the Purchaser of the foregoing representations and warranties or otherwise arising out of or relating to the contents or nature of copy and other information provided by PURCHASER or anyone acting on PURCHASER behalf. TAG may refuse to service client ads that sell or promote pornographic materials, illegal activity, hatred, violence, prejudice, terrorism or anything we deem that like TAG, the majority of the public would feel is unethical. TAG has the right to deny or edit copy or deny or edit images based on design requirements and quality as deemed necessary.

For Customer Service, CALL (800) 446-1005 or EMAIL: results@tagontheweb.com