



Check It Local.com, Inc.

Customer Terms and Conditions

- 1. Directory Advertising; Terms and Conditions:** Customer and Publisher (Check It Local.com, Inc.) agree that Publisher will publish advertising in the Business Directory in accordance with the terms and conditions of this agreement.
- 2. No Obligation to Publish:** Publisher reserves the right to reject this agreement, and/or any copy that it deems, in its sole discretion, to be objectionable. Publisher may reject this agreement at any time within fifteen (15) business days after delivery of this agreement by Customer to Publisher. Publisher may reject any copy within fifteen (15) business days after such copy is submitted by Customer to Publisher.
- 3. Credit:** Signer authorizes Publisher to check credit history of signer and Customer with bank and trade references and business and/or consumer credit reporting agencies and further authorizes any such credit reporting agency to provide credit information about signer and/or Customer to Publisher. Signer and Customer agree that Publisher may share signer's and/or Customer's payment record with credit reporting agencies. Publisher has the right to establish credit limits and terms, require deposits, advance payments (e.g., 50% in advance, full payment in advance) or to cancel this agreement if Customer's or signer's, as the case may be, credit history proves to be unsatisfactory, in Publisher's sole, but commercially reasonable, discretion.
- 4. Duration of Agreement:** With respect to Internet Services, the initial term of this agreement is for 12 months. Thereafter, this agreement will continue in effect with respect to the Internet Services until Publisher or Customer cancels. Any cancellation under this paragraph 4 shall be made in accordance with paragraph 7.
- 5. Payment :** Customer agrees to pay the amounts listed on the contract agreement for advertising on Check It Local.com, Inc. Internet Services. If Publisher does not receive the full amount invoiced by the due date on the bill, Publisher may assess a late charge not to exceed 5% per month of the overdue amount. If customer fails to pay any bill within thirty (30) days of the due date Publisher will have the following rights: 1. Publisher may require full and immediate payment of all amounts due under this agreement. 2. Publisher may cancel publication of Customer's advertisements in any Business Directories or Check It Local.com, Inc.'s Internet Services and 3. Publisher may suspend or cancel the Internet Services.
- 7. Copy, Proofs and Revisions:** A. Customer must furnish all copy for Internet Services prior to the reasonable deadlines set by Publisher. If Customer fails to do so, Publisher may create and publish such copy. Publisher reserves the right to exercise designer's prerogative concerning details relating to typeface, style and minor adjustments in layout. Publisher will endeavor to furnish proofs of new and revised display print advertisements, but failure to do so will not relieve Customer of its obligations under this agreement. Color is at the discretion of Publisher. No specific color is guaranteed. Publisher reserves the right to modify images if they do not meet Publisher's requirements. B. It is Customer's responsibility to notify Publisher, in writing or email, of any and all name, address or telephone number changes. If Customer fails to do so, Customer will remain obligated to make payments for its advertisement, regardless of whether Publisher was able to make the necessary changes. C. Publisher will determine all headings that appear in its directories. Publisher, at its sole discretion, may refuse to publish an advertisement under a particular heading. Failure to publish an advertisement in a particular position shall not be the basis for claim or adjustment to the amount owed by Customer. Publisher may change the form, appearance, size and content of any of the Directories at any time without notice to Customer. D. CUSTOMER AGREES THAT PUBLISHER, ITS EMPLOYEES, AFFILIATES AND AGENTS SHALL NOT BE LIABLE FOR ERRORS OR OMISSIONS IN DIRECTORY ADVERTISING IN EXCESS OF THE AMOUNT PAID FOR THE ITEM(S) AND SHALL NOT BE LIABLE FOR LOST PROFITS, DIRECT OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES ARISING OUT OF SUCH AN OMISSION OR ERROR. NO ADJUSTMENT WILL BE GIVEN FOR DELAY OF PUBLICATION OR DISTRIBUTION OR FOR CHANGES IN THE ANTICIPATED NUMBER OF DIRECTORIES TO BE PUBLISHED OR DISTRIBUTED. PUBLISHER'S LIABILITY FOR ERRORS IN LISTINGS SHALL BE LIMITED TO THE PRICE OF THE LISTING IN QUESTION, AND THERE WILL BE NO ADJUSTMENT WITH RESPECT TO FREE LISTINGS OR FREE ADVERTISEMENTS. IT IS THE CUSTOMER'S RESPONSIBILITY

TO NOTIFY PUBLISHER OF ERRORS OR OMISSIONS IMMEDIATELY WITH RESPECT TO CUSTOMER'S INTERNET SERVICES. PUBLISHER WILL ENDEAVOR TO CORRECT ANY SUCH ERROR OR OMISSION PROMPTLY. CUSTOMER WILL NOT BE ENTITLED TO ANY ADJUSTMENT OR CREDIT DUE TO ERRORS OR OMISSIONS IN CUSTOMER'S INTERNET SERVICES. PUBLISHER'S SOLE OBLIGATION BEING TO CORRECT ANY SUCH ERROR OR OMISSION. IN NO EVENT WILL PUBLISHER, ITS EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE TO CUSTOMER FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, ALLEGED LOSS OF BUSINESS, REVENUES OR PROFITS OR THE COST OF OTHER FORMS OF ADVERTISING. CUSTOMER UNDERSTANDS THAT THIS LIMITATION OF LIABILITY WILL APPLY TO ANY CLAIM AGAINST PUBLISHER, ITS EMPLOYEES, AFFILIATES AND AGENTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON BREACH OF CONTRACT, TORT (SUCH AS NEGLIGENCE) OR STRICT LIABILITY OR STATUTE.

8. Cancellation/Notices to Publisher: With respect to internet services, Customer may cancel this agreement, upon written notice to Publisher given prior to the seventh (7th) day after Customer signs this agreement. Customer shall give any written notice to Publisher required by this Agreement by certified mail, return receipt requested, reputable overnight courier or hand delivery, and notices will be deemed to have been given, one (1) day after date of mailing or date of deposit with a reputable overnight courier, or on the day of delivery if delivered by hand. Any such notice shall be addressed to Customer Service, Attn: Cancellations, Check It Local.com, Inc. at 39 Arterial Plaza, Gloversville, NY 12078. Customer acknowledges that Publisher shall retain any deposit, which will be applied to any future Internet Services purchased by Customer within two years from the date of this agreement. At the end of such two-year period, Customer will forfeit the deposit including any right to apply the deposit to future Internet Services.

9. Force Majeure: Publisher shall not be liable to Customer for any failure of the Internet Services resulting from events beyond Publisher's control, including fire, accident, acts of God, strike, power or telephone failure or the inability to obtain access to any web site included in the Internet Services.

10. Right to Use Trademarks and Photographs; Permits and Licenses; No Endorsement; Indemnification: A. Customer represents and warrants that it has the right to use any trademark, trade name, or copyrighted material included in any copy submitted to Publisher. Customer also represents and warrants that it has the right to use any artwork, portrait, picture or illustration of a person shown in any copy submitted to Publisher. Customer will notify Publisher, in writing, if Customer should cease to have any such right. Customer assumes sole responsibility for the protection of its intellectual property rights in any writing, pictorial illustration, design, map, photograph, or combination thereof, included in Internet Services. B. Customer represents and warrants that it holds all necessary permits and licenses to provide the products and services identified in its print advertising or in the Internet Services and to appear under the heading classification(s) listed on this agreement. Customer agrees that it is responsible for ensuring that its Internet Services comply with any laws or regulations that may be applicable to its business. Customer understands and agrees that Publisher does not approve or endorse any of Customer's products or services, whether or not identified in Customer's Internet Services. C. Customer agrees to indemnify Publisher (and its employees, affiliates and agents) against, and hold Publisher (and its employees, affiliates and agents) harmless from, all liability, claims demands, suits or causes of action, whether or not partially attributable to the negligence of Publisher, and will pay all expenses, including reasonable attorney fees, settlements, and/or judgments, incurred by Publisher in the defense thereof, arising out of Customer's breach or alleged breach of the foregoing representations and warranties.

11. Successors and Assigns; Entire Agreement: Customer acknowledges having entered into this agreement without relying upon any promises, statements, estimates, representations, warranties, conditions or other inducements, expressed, implied, oral or written, not specifically set forth herein. This agreement along with the sales contract contains the entire understanding between the parties and shall bind the parties and their respective successors and assigns. Customer may not assign its rights hereunder without the prior written consent of Publisher, and no such assignment shall relieve Customer of its liability hereunder.

12. Termination of Contract: Check It Local.com, Inc. reserves the right to apply a \$500.00 fee for early termination of contract, plus the remaining balance due in contract. Collection Expense: In the event Publisher refers Customer's account to a collection agency or attorney due to a non-payment, Customer will be liable for all of Publisher's reasonable costs and expenses incurred in connection with Customer's non-payment, including, without limitation, court costs and reasonable attorneys' fees up to 25% of the amount of the unpaid account balance (plus interest accrued thereon).

13. Sales Representative Not Authorized to Make Changes: The sales representative of Publisher has no authority to make any changes in this agreement or to commit Publisher in any manner whatsoever in contradiction to the provisions expressly set forth in this agreement.

14. **Miscellaneous:** A. The individual signing this agreement on behalf of Customer represents and warrants that he or she is authorized to sign as an owner, officer, partner, or employee of Customer and that he or she is empowered to bind Customer to the terms and conditions contained herein. B. This agreement shall be governed by, and interpreted in accordance with, the laws of the state in which Customer maintains its principal place of business. C. Rates include Sales Tax where applicable. D. If any provision of this agreement is held to be unenforceable, such holding shall in no way invalidate any other provision hereof, and this agreement shall remain in full force and effect. E. This agreement may be executed and delivered in any number of counterparts, and all such counterparts shall constitute the same instrument. Customer understands and agrees that an authentic copy or electronic reproduction of this agreement shall have the same force and effect as an original counterpart. F. This agreement supersedes any other verbal or written agreement between Customer and Publisher. This agreement may not be changed except by a writing signed by an authorized signatory of Customer and Publisher. G. IN ANY LEGAL PROCEEDINGS RELATED TO THIS AGREEMENT, PUBLISHER AND CUSTOMER HEREBY AGREE TO WAIVE ANY RIGHTS THEY MAY HAVE TO PARTICIPATE IN ANY CLASS, GROUP OR REPRESENTATIVE PROCEEDING, AND PUBLISHER AND CUSTOMER HEREBY AGREE TO WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.

15. **Authority; Persons Obligated; Signer Obligated:** The signer agrees that he/she has the authority and is signing this agreement (1) in his/her individual capacity, (2) as a representative of the Customer, and (3) as a representative of the entity identified in the advertisement or for whose benefit the advertisement is being purchased (if the entity identified in the advertisement is not the same as the Customer or the signer). By his/her execution of this agreement, the signer personally and individually undertakes and assumes, jointly and severally with the Customer, the full performance of this agreement, including payment of amounts due hereunder.

Check It Local.com, Inc. will arrange for Customer's use of a measurable URL/Domain Name to be inserted in Customer's advertising program. The number of website visits generated by the ad(s) and other qualitative data will be measured and analyzed throughout the life of the applicable Check It Local.com directories and/or the term of the other applicable Check It Local.com advertising products (such issue year and/or term being hereinafter referred to as the "Advertising Period").

1. Customer is encouraged to use URL/Domain Name in any other media (including but not limited to newspaper, TV, radio, direct mail, outdoor, internet or yellow pages advertising). Customer can disclose any results of this program at any time without the prior written consent of Check It Local.com, Inc.
2. Customer authorizes Check It Local.com, Inc. to use the name of Customer, Customer site data, and number of website visits generated through this program, in Check It Local.com, Inc. advertising, marketing and promotional materials.
3. In the event that Customer fails to make payment when due for the advertising program in which the URL/Domain Name is included or in the event of a breach by Customer of paragraph 1, Check It Local.com, Inc. shall have the right to disconnect such URL/Domain Name and Check It Local.com will have the right to forward domain request received to other Check It Local.com advertisers in Customer's market providing the same or substantially the same services and/or products as Customer. Loss of registration of the URL/Domain Name does not release Customer from Customer's obligations under this agreement or from Customer's obligations to pay for such advertising program for the entire Advertising Period, including portions of the Advertising Period following the disconnecting of the URL/Domain Name.
4. Check It Local.com, Inc. shall have the right to seek enforcement of this agreement by action for specific performance, injunction and/or recovery of money damages and/or by other appropriate legal action in the event of breach or threatened breach by Customer.

Package Terms and Conditions

1. *Introduction.* These Check It Local.com, Inc. Additional Terms and Conditions are incorporated into and form a part of the Agreement between Customer and Check It Local.com, Inc. to be provided by Publisher to Customer. In the event of any conflict between these Additional Terms and Conditions and the Terms and Conditions set forth in the Agreement between Customer and Publisher, these Additional Terms and Conditions shall be controlling.
2. *Policies.* Publisher reserves the right to amend these Additional Terms and Conditions and to establish and revise its standards, policies, practices, specifications, technical requirements and schedules with respect to the Services (collectively, the "Publisher Policies"). Customer agrees that a change in Publisher Policies (including the standards, practices or policies of any third parties on whose web site or network Customer's Advertising (the "Advertising") may be published or linked by

or through Publisher pursuant to the license) shall not entitle Customer to any reduction in the amounts payable for the Services by Customer to Publisher.

3. Advertising Content and Intellectual Property Rights. All tangible and intangible works of any kind (including, without limitation, text, graphics, images, videos, commercials, illustrations, artwork, maps, photographs, fonts, visual and audio recordings, web sites, software, codes, HTML and other content, in whatever form or media) designed, developed, created or procured by Publisher in connection with any Advertising or Services will be the sole and exclusive property of Publisher, except for: (i) "Customer Content," which means all content that Customer provides to Publisher, including, without limitation, listing information, any trade name, trademark, trade secret, service mark, copyright, patent or other intellectual property right, any URL or domain name, any content contained on any web site referenced to or linked to by any Advertising, and any required disclosure, explanation, rule, term or condition of use related to any Advertising and (ii) any content that Publisher licenses from a third party content provider for use in connection with such Advertising or Service, including, without limitation, graphics, text and photographs (collectively, "Third Party Content"). The use of any and all Third Party Content will be subject to all restrictions and obligations imposed by the third party provider of such content ("Third Party Restrictions"). Customer agrees that Customer will produce and deliver any and all Customer Content in accordance with all applicable specifications, schedules, guidelines, procedures, deadlines, format and technical requirements as Publisher may establish from time to time (collectively, the "Publisher Schedules"). Customer acknowledges that Customer's failure to comply with any Publisher Schedule may cause publication of Advertising or performance of Services to be delayed or refused and Customer agrees that Publisher will have no liability for any such delay or refusal. If Publisher determines, in the exercise of its sole discretion, that Customer has violated Customer's obligation to comply with the Publisher Schedules, then Publisher may temporarily and/or permanently suspend its provision of, and Customer's access to and use of, any Advertising and any web site developed or to be developed for Customer by Publisher (a "Publisher-Developed Web Site"), in whole or in part, without prior notice. Customer assumes sole responsibility for (i) the protection of the trade names, trademarks, trade secrets, service marks, copyrights, patents and other intellectual property rights in any Customer Content appearing in Advertising or on a Publisher-Developed Web Site; (ii) conducting any copyright and trademark searches and other similar activities which may be necessary in relation to any domain name contained in Customer Content (including those that Publisher may register for Customer); and (iii) including appropriate copyright and trademark notices with Customer Content. Customer agrees that Publisher will have the continuing right, in the exercise of its sole discretion, to review, select from or among, revise or reject any Customer Content for any reason, including but not limited to unsatisfactory technical quality, inconsistency with any Publisher Policies (as defined in Section 2), or non-compliance with the Agreement. Notwithstanding such right, Publisher will have no liability whatsoever to Customer or any third party for any Customer Content included in any Advertising and Customer shall be solely and exclusively liable therefore. Publisher makes no representation, warranty or guarantee, express or implied, concerning the success or results of any Advertising or Service or concerning the number of people who will view an item of Advertising. Customer hereby grants to Publisher a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, modify, display, publish, perform, prepare derivative works based on and distribute (for Publisher's sole benefit and in any form or media now known or hereafter developed, and in any and all languages) Customer Content: (i) in connection with the design, development, creation, display and publication of the Advertising (or any derivative thereof); (ii) in connection with Publisher's provision of Services; and (iii) in any Publisher marketing or promotional materials. Without limiting the generality of the foregoing, Publisher shall have the right (i) to sub-license to third parties any or all of the rights afforded to Publisher in the preceding sentence and (ii) to license to third parties the right to use, copy, record, modify, display, publish, perform and distribute the Advertising (and any portions thereof) in any form or media now known or hereafter developed, subject to (a) any Third Party Restrictions governing any Third Party Content contained in the Advertising and (b) such other terms and conditions as Publisher may deem appropriate. Publisher and its third party sub-licensees may use any presently existing and future means of communication or transmission in the exercise of any of the rights and licenses granted above.

4. Disclaimer and Limitation of Liability. PUBLISHER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. PUBLISHER DISCLAIMS ALL GUARANTEES REGARDING POSITIONING OR THE LEVELS OR TIMING OF: (I) CLICK THROUGH RATES, (II) DELIVERY OF ANY IMPRESSIONS ON ANY NETWORK SITES, (III) CLICKS, OR (IV) CONVERSIONS FOR ANY ADS. EXCEPT FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES HEREUNDER: (a) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO PUBLISHER BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM. REMEDIES SET FORTH IN

THIS SECTION 7 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS CUSTOMER MAY HAVE UNDER THE AGREEMENT. THE ESSENTIAL PURPOSE OF THIS SECTION 7 IS TO LIMIT THE POTENTIAL LIABILITY OF PUBLISHER ARISING OUT OF THE AGREEMENT.

5. *Indemnification.* Customer shall indemnify and defend Publisher, its agents, affiliates, and licensors from all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees and expenses, and third party claim or liability (collectively, "Liabilities") arising out of Customer's use of the Services or Customer's breach of the Agreement.

6. *Access.* For purposes of the Agreement, all Web pages that are owned, operated or hosted by or for Publisher in connection with the Services are referred to herein as the "Check It Local.com, Inc. Web Sites." During the Term, Customer is authorized to access and use the Check It Local.com Web Sites and the content therein and data obtained there from solely for internal use to manage Customer's account(s) for which such content or data directly relates and to conduct searches for Customer's own internal use provided that Customer does not violate the Agreement. Customer shall not disclose or make available passwords or access codes related to Customer's account(s) with Publisher. Customer agrees that Customer will not use any automated means, including agents, robots, scripts, or spiders, to access or manage Customer's account with Publisher or to monitor or copy the Check It Local.com, Inc. Web Sites or the content contained therein except those automated means expressly made available by Publisher to Customer. Customer understands that Customer listings may be distributed by Publisher based upon certain user targeting initiatives.

7. *Customer Web Site.* Customer agrees that Publisher is not responsible for any aspect of Web sites owned or operated by Customer or any third party. Customer grants Publisher permission to mirror their Web sites and/or create Web Sites on Customer's behalf. Customer acknowledges that changes to Customer's Web sites can cause problems to Publisher's tracking technologies, therefore, Customer agrees to contact Publisher in advance regarding changes to Customer's Web site, Web site content, or Web site URL.

8. *Customer's Additional Representations and Warranties.* Customer represents, warrants and covenants that Customer has the necessary rights to provide all information provided under the Agreement (including all content, data, data feeds, listings, titles, URLs, descriptions and, if applicable, selected keywords) for use as described in the Agreement, and that all such information and all claims, statements, products and services contained or referenced therein and in the Web site(s) to which it links: (a) do not violate any law, statute, ordinance, treaty or regulation or policy or guideline of Publisher; (b) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (c) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (d) are not false, deceptive or misleading; (e) are not defamatory, libelous, slanderous or threatening; and (f) will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept or expropriate any system data or personal information.

9. *Force Majeure.* Publisher shall not be liable for any default or delay in the performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond Publisher's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, power outages, supply shortages or the failure of any third party to perform any commitment relating to the production or delivery of any equipment or material required for Publisher to perform its obligations hereunder.

Website Terms and Conditions

1. *Application of these Terms and Conditions.* By accessing or using any part of this website you agree to be bound by the following terms and conditions ("conditions") which you should read carefully. If you do not wish to be bound by these conditions, you may not access or use this website.

Check It Local.com, Inc. may change these conditions at any time without any notice to you. By your continued access and use of this website you agree to be bound by the most current version of the conditions of use. Please check these conditions periodically for any changes that have been made.

2. *Copyright and Database Right.* Except where otherwise noted, Check It Local.com, Inc. or its subsidiaries own legally and beneficially all the intellectual property rights in the content of all the web pages on this website and in the content of all material posted on this website (including the design, text, graphics and arrangement thereof).

3. *No License.* Nothing contained in these conditions or anywhere on this website shall be construed as conferring any license under any intellectual property rights of Check It Local.com, Inc., its subsidiaries or any third party.

4. *Disclaimer of Representations and Warranties.* This website is provided by Check It Local.com, Inc. on an "as is" and "as and when available" basis to users. You use this website at your own risk.

This website contains information relating to Check It Local.com and its products and services. No reliance should be placed on any information or statements made on this website whether for investment purposes or otherwise. Check It Local.com, Inc. tries to ensure that all information provided as part of this website is correct at the time of inclusion on the website but makes no representation or warranty as to the completeness, accuracy, currency, adequacy or suitability of such information. Check It Local.com, Inc. excludes, to the fullest extent permitted by law all liability resulting from your access to this website or the use of information contained within it including (without limitation) any loss (financial or otherwise) or damage resulting directly or indirectly from such access or use.

The information included in this website has been compiled from a variety of sources and is subject to change without notice.

In jurisdictions that do not allow the exclusion or disclaimer of certain warranties, the above exclusion may not apply to you.

5. *Hypertext Links.* We may provide addresses or hyperlinks which lead you out of this website. Such addresses and hyperlinks (including addresses or hyperlinks to Check It Local.com's own website material) are provided solely for your convenience and information. Your access to such websites or your use of such links to any other websites or pages is at your own risk. If you follow a hypertext link from this website to any other website, your attention is directed to their respective terms and conditions/conditions of use and such sites are solely responsible for their content.

6. *Miscellaneous.* These conditions and any and all documents specifically referenced herein constitute the entire agreement between you and Check It Local.com, Inc. with respect to the subject matter hereof. If any provision contained in these conditions is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision shall be severed from these conditions and the remaining provisions shall continue in full force and effect.

7. *Jurisdiction and Governing Law.* These conditions shall be governed by and construed in accordance with the laws of the United States. Check It Local.com, Inc. controls this website from within the country of the United States. It can, however, be accessed from other places around the world. Although these places may have different laws from those of the United States, by accessing this website you agree that the laws of the United States, without regard to rules relating to conflict of laws, will apply to all matters relating to your use of this website. You and Check It Local.com, Inc. also agree to submit to the non-exclusive jurisdiction of the United States courts, with respect to such matters. Users of this website accessing it from places outside of the United States acknowledge that they do so voluntarily and are responsible for complying with local laws.

Package Terms and Conditions

1. *Product Summary.* The product Packages are designed for visibility and exposure and are displayed in a set order. Many research studies have shown that users tend to have a strong preference for advertisers that appear higher on the search results page. Generally, when an advertiser purchases a Package for business category and geography, the advertiser's ad will appear in the top tier of listing results in response to a user search for that business category (or common variations of that business heading) and geography. Differing Packages allow for higher levels of search result placement.

2. *Background.* Check It Local.com is designed to process user requests for information, where users enter data in a "keyword search" box or a "category" box along with a "location" box and the site responds with page(s) of listing results. The results of each user search is a page that may have banners, advertisements and other content available on it. The order of listings in the search is primarily based on relevance of the listings to the user's search as determined by Check It Local.com's search algorithm. In the case of equal relevance, advertisers appear in descending sequence according to the level of internet product (e.g. Premium Gold) purchased by the advertiser and then sorted by alphabetical order.

3. *Product Detail - Additional Search Terms.* Additional Search terms including (but not limited to) misspellings, common word variations and synonyms may lead to search results without the typical product Package placements.

4. *Product Detail - Overlapping Markets.* In some cases there will be some overlap of the geographic scope of Check It Local.com, Inc. directories. When a user searches a location which is in the overlapping area, the Package advertisers for each of the overlapping directories will be a "best match" for search results.

Video Advertising Terms and Conditions

1. *Introduction.* Check It Local.com is always looking for innovative ways to help its advertisers promote and differentiate their businesses. With the increased popularity of online video, Check It Local.com is now introducing video advertising to its customers nationwide. A recent comScore report showed that Americans watched more than 9 billion online video streams during July 2007. The Online Publishers Association found in their June 2007 study that after watching an online video advertisement, 52% of viewers took an action such as visiting a website or making a purchase. The Nielsen Company reported overall online video usage and top online brands ranked by video streams for August 2009. Year-over-year, unique viewers, total streams, streams per viewer and time per viewer were up, led by a 41 percent growth in total streams. Let viewers know what makes your business different and get prospects excited about contacting you, with the power of video.

2. *Product Summary.* Video ads are the perfect solution for businesses whose physical location, services, products and employees can say it all. Check It Local.com offers several video ad product options:

HD Professional Custom Video - We film you at your business, customize and edit your 30 or 60 second video and add it to your Premium listing on Check It Local.com . You can have a HDTV commercial online without all the expense of hiring a video production crew.

Check It Local.com's Custom video commercials are high definition and professionally produced. Beforehand, our video expert will consult with you to make sure your video will best showcase your business. At your convenience, our video expert will travel to your location and shoot your HD video.

The HD video shoot includes an interview with you and your staff plus live action shots of your business. Production often takes only about one or two hours and this footage is edited down to create your 30 or 60 second HD commercial. (Longer production times may require additional fees.) This HD video is incorporated into your listing on Check It Local.com where customers can learn more about your business and discover reasons to choose you.

Your business will change from year to year and every time you renew your annual contract you can create a new HD Professional Custom Video.

A professionally produced, live action HD video of you and your staff is one of the best and most effective ways to bring new customers to you.

HD Photomotion Video - HD Photomotion videos are a time and cost effective way to produce a HD commercial for your business. This kind of high definition video uses visual effects to make still images appear to move by using panning, zooming and animation techniques. Your brochures, pictures and website images can be combined with text, background music and voiceovers to create a 30-60 second HD video.

HD Photomotion videos are as easy on you as possible. We will ask you about your business and collect your images. From that material, a script will be written and read over by a voiceover professional. The images and information you supplied will then be combined with music, text and narration to produce your unique HD video.

HD Stock Photomotion Video - HD Stock Photomotion videos are a fast and cost effective way to reach your online customers. We will ask you about your business and then a script will be written and read over by a voiceover professional. This will then be combined with stock video footage, your logo, music and text to produce your 30 second HD video. This kind of high definition video uses visual effects to make still images appear to move by using panning, zooming and animation techniques.

Customer Supplied Video ads

Check It Local advertisers may supply their own video commercials for display on checkitlocal.com. Customer-supplied videos are subject to approval by Check It Local.com for content. Customer supplied videos must meet the following technical requirements: up to 60 seconds in length; up to 9M file size; up to 600 kbps; standard HD DVD format or any other video codec format; and 16:9 resolution. Customer supplied video ads over 60 seconds will require editing at an

additional fee of \$300.00 to fit the 60 seconds allotted time.

3. *Placement Product.* The video ad product MUST be associated with Check It Local.com Packages; hence one of these products MUST be purchased with the video ad. Packages, like most Check It Local.com products, are for a 12-month contract.

4. *What the User Will See.* A link to the video ad will be attached to your Check It Local listing as displayed on both the results page and business details page. When the user clicks on the link, the video ad will begin to play alongside the other information about your business. The video player look and feel and the video link location, size and design will be determined by Check It Local.com, Inc. and may change from time to time.

5. *HD Photomotion Videos:*

Day of the Shoot

Advertisers will be contacted to arrange for the time and place of the video shoot. A phone call with details on how to prepare and what to expect on the day of the shoot will be made to the advertiser before the day of the shoot. A video professional will arrive at the advertiser's premises and will work with the advertiser to highlight those special qualities that make the advertiser's business stand out from its competitors. Approximately one to two hours will be spent by the video professional at the advertiser's location.

Location of the Shoot

Only one location is allowed in the video shoot. Multiple locations will involve an additional charge.

Creative Control; Delivery

Check It Local.com, Inc. has overall creative control of the video content. Advertisers can expect to see their completed HD video ads approximately 20 business days after the day of the shoot. Changes will not be available for any custom video ad, except for factual errors found.

Video Preview

Check It Local.com, Inc. will provide the advertiser with email notification and a link to preview the video ad before it goes online. Changes will only be allowed to correct factual errors. Approximately five business days after email notification the video ad will "go live" on Check It Local.com

Video Ownership

At the end of the 12-month contract, the advertiser will obtain ownership of the finished video ad. Such ownership includes a royalty-free license to the video ad background music and Check It Local - provided graphics and images (solely for use in the video ad). The video ad is subject to a permanent license in favor of Check It Local.com to use all or any portion of the video ad in Check It Local.com Inc.'s business.

Video Shoot Cancellation Policy

Advertisers will receive a confirmation call from the video professional the day prior to the video shoot. Any cancellation of a scheduled video ad shoot requires notice at least 24 hours prior to the day of the scheduled video shoot. Advertisers are required to call their video professional at the number supplied confirming the date and time of the shoot. Videos canceled without notice at least 24 hours prior to the day of the scheduled video shoot are subject to a \$200.00 cancellation fee.

Professional Script and Voice Over

Check It Local.com, Inc. will provide professional script and voice over services for HD video ads.

Re-Shoot

An advertiser may shoot a replacement HD video ad any time within the 12-month contract period for an additional charge

of \$600.00.

Multiple Shoot Locations

One shoot location is included in the HD Custom Professional video ad price. Multiple location options will be available for an additional charge of \$150.00 per added location within a 30 minute drive of the first location.

6. *Video Ad Copies.* Check It Local.com, Inc. will make a 'high resolution' copy of a HD video ad available to advertisers six (6) months following the "go-live" date for an additional charge of \$100.00 to cover variable delivery costs and labor. Upon request Check It Local.com, Inc. will provide an advertiser with the completed HD video ad URL. URL hosting will terminate when the video ad ceases to run on Check It Local.com.

7. *Check It Local Branding Watermark.* The Check It Local.com watermark will be added to ALL HD video ads and Customer supplied video ads.

8. *Right to Use Trademarks and Images; Permits and Licenses; No Endorsement; Indemnification.* The right to use any trademark, trade name, or copyrighted material include in any video ad is the responsibility of the advertiser. The advertiser also must secure the right to use any artwork or illustration, or the portrait or picture of any person shown in the video ad. The advertiser will notify Check It Local.com, Inc., in writing, if the advertiser should cease to have any such right. The advertiser assumes sole responsibility for the protection of its intellectual property included in its video ad.

The advertiser represents and warrants that it holds all necessary permits and licenses to provide the products and services identified in the video ad. The advertiser agrees that it is responsible for ensuring that its video ad complies with any laws or regulations that may be applicable to its business. The advertiser understands and agrees that Check It Local.com, Inc. does not approve or endorse any of the advertiser's products or services identified in the video ad.

The advertiser agrees to indemnify Check It Local.com, Inc. (and its employees, affiliates and agents) against, and hold Check It Local.com, Inc. (and its employees, affiliate and agents) harmless from, all liability, claims, demands, suits, or causes of action, whether or not partially attributable to the negligence of Check It Local.com, Inc., and will pay all expenses, including reasonable attorneys' fees, settlements and/or judgments incurred by Check It Local.com, Inc. in the defense thereof, arising out of advertiser's breach or alleged breach of the foregoing requirements.

Terms and Conditions as of January 15th, 2010



Sales Checkitlocal.com
Gloversville, New York

