

TERMS AND CONDITIONS of TWC ONLINE ADVERTISING

1. CONTENT

All advertisements must be submitted digitally via email to the Website Owner, or created by Website Owner at a cost agreed upon with the Client. Website Owner will not be held responsible for the quality of any portion of a submitted advertisement that does not meet the established mechanical criteria.

Client shall assume full responsibility and liability for the content of its advertisement. Website Owner is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in Client's content. If Client desires to modify its content, it shall provide a written request to Website Owner specifying in detail the modification desired. Website Owner shall, within a reasonable time, effectuate the modifications to the content, at a cost mutually agreed upon.

2. CONTENT RESTRICTIONS AND RIGHT TO REJECT AND CANCEL

Advertisements shall not contain or contain links to, content promoting the use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content; explicative or inappropriate language; content promoting illegal activity, racism, hate, "spam", mail fraud, pyramid schemes, or investment opportunities or advice which is not permitted under law; content that is libelous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by Website Owner in its sole discretion. Use of any such inappropriate content by the Client will result in the suspension, termination and removal of the advertisement or any other action deemed necessary in Website Owner's sole discretion.

Website Owner reserves the right to review and approve the suitability of the advertisements submitted. Website Owner may reject or cancel any Advertisement for any reason which Website Owner believes in good-faith to be detrimental to Website Owner, its agents, employees and/or assigns, including but not limited to, the following: Advertisements which fail to conform to applicable laws and regulations, Website Owner's policies, or the public interest. If Website Owner so rejects Client's Advertisement or terminates its display, then this Agreement shall be terminated, and Website Owner will return any prepaid advertising fees to Client.

3. INTELLECTUAL PROPERTY RIGHTS

A. Client grants Website Owner a nonexclusive license to set up and display the Client's Advertisement (including any trademarks and service marks shown) during the term of this Agreement. Upon termination of this Agreement, the Website Owner will uninstall the Client's Advertisement and cease further display of the Advertisement.

B. Nothing in this Agreement grants Client any right to use the name, trademark, or service mark of Website Owner in any advertisement, sales promotion, or press release without Website Owner's prior written approval.

4. LIMITATION OF LIABILITY

The Website Owner and Client hereby agree that Website Owner exercises no control and has no responsibility whatsoever over the content or quality of any advertising material; use of Website Owner's service is at Client's own risk. Except as expressly provided herein, the services are provided "as is" and "as available" and Website Owner disclaims all warranties of any kind, whether express or implied, for the advertisement services, including but not limited to the implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Website Owner shall not be liable for any contents of the Advertisement. Website Owner makes no warranty or guarantee of any kind for sale of Client's products or services advertised on the Website Owner's website.

Without limiting the foregoing, Website Owner's entire liability under, for breach of, arising under, or related to this Agreement or the services to be provided hereunder (whether in tort, Agreement or any other theory), and Client's sole remedy is for Website Owner if possible, to provide the services agreed hereunder or refund any amounts prepaid by Client related to the services giving rise to such liability. In no event shall Website Owner be liable for direct, exemplary, special, incidental consequential damages, or costs, including but not limited to, any lost profits or revenues, loss of use or good will, or any third party claims.

5. CLIENT'S WARRANTIES

The Client hereby warrants that:

A. The advertisement is truthful and will not violate any foreign, federal, state, or local law or regulation;

B. The advertisement will not infringe or misappropriate any copyright, trademark, patent, trade secrets, publicity, or privacy rights of any person or third-party in any jurisdiction;

C. The advertisement does not contain any material which is unlawful, harmful, abusive, hateful, obscene, threatening, or defamatory.

6. INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless Website Owner, its officers, directors, sub-licensees, employees, members and agents, from and against all losses, costs, damages and expenses, including reasonable legal and accounting fees, arising from any claims, actions, or demands, for infringement of the rights of third parties based upon publication of the Client's advertisement, including but not limited to claims or lawsuits arising from defamation, copyright or trademark infringement, misappropriation, rights of privacy or publicity or from any and all similar claims. Website Owner shall provide notice to Client promptly of any such claim, suit, or proceedings and shall assist Client, at Client's expense, in defending any such claim, suit, or proceeding.

7. TERMINATION

A. Website Owner may terminate this Agreement immediately at any time and for any reason, with or without cause. Client may terminate this Agreement prior to the end of the duration of Advertisement, by delivering fifteen (15) days' written notice to Website Owner.

B. If Client desires to take the listed advertisements off the website prior to the end of the agreement period, the request must be submitted in writing. No refund will be made for such early withdrawal of advertising.

8. GOVERNING LAW & JURISDICTION

All issues relating to this Advertising will be governed by the laws of the state of Nevada. Any action relating to the Advertising must be brought in the state of Nevada and the parties hereby consent to the jurisdiction of such courts. The prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceedings, in addition to any other relief to which it may be entitled.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes any prior agreement, terms and conditions, understanding, representations, discussions, negotiations, and agreements, whether written or oral.

10. MODIFICATIONS & WAIVERS

The Agreement may not be modified except by written instrument signed by both parties. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

11. ASSIGNMENT

Client may not assign its rights or obligations arising under this Agreement without Website Owner's prior written consent. Website Owner may assign its right and obligations under this Agreement.

12. SEVERABILITY

If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

13. NOTICES

All notices, requests, and other communications required to be given under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. Any such notice will be considered to have been given when received, or if mailed, five business days after it was mailed, as evidenced by the postmark. The mailing address for notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this Section.

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