



## **Terms & Conditions**

In the purchasing of a listing and/or advertisement with QuickSource Media, I (the merchant) agree to the following terms and conditions.

### 1. SERVICES TO BE PROVIDED BY QUICKSOURCE MEDIA

QuickSource Media agrees to provide the following Services to Merchant:

- a. The ability for the merchant on a non-exclusive basis to display coupon offers on the Qpons Application on each Platform on which the Qpons Application functions in the manner and terms set forth herein for each of the merchant's locations. The merchant may reference one or more locations on each display.
- b. Merchant shall be entitled to display up to four (4) Coupons on each Qpons "Ad".
- c. The ability of the merchant to incorporate its own unique logo into the Qpons Ad and coupon offers.
- d. The ability of the merchant to have sole control over each of its Qpons and the accompanying text "content" on each ad page.
- e. The ability of Merchant to add or delete any Merchant Location on two (2) days notice to QuickSource Media. Any merchant location that is displayed for any part of a month shall be billed for the entire month.

### 2. MERCHANT OBLIGATIONS

The merchant hereby agrees to subscribe to QuickSource Media services, as described below, on the terms and conditions set forth herein. At all times during the term of this Agreement or any renewal or extension hereof Merchant shall:

- a. honor and fulfill each coupon offer(s) posted on the Qpons application in accordance with the terms stated in such offer.
- b. designate at least one person as a point of contact with QuickSource Media at all times.

### 3. TRADEMARK AND RELATED LICENSES

a. Merchant hereby grants to QuickSource Media a limited non-exclusive, royalty free license to reproduce, display, and transmit the logos, service marks, symbols, trade names and/or trademarks owned or controlled by Merchant and/or any of its parents, affiliates or subsidiaries that are provided to QuickSource Media by Merchant (collectively, the Merchant Marks) for use in connection with this Agreement and for general advertising and/or promotion of Merchant as a subscriber of the Qpons Application. QuickSource Media will not grant, sub-license, or otherwise authorize others to use the Merchant Marks without Merchant's prior written approval which will not be unreasonably withheld. QuickSource Media acknowledges that the Merchant Marks and the goodwill associated therewith are valuable properties of Merchant and that this license grants it no rights in the Merchant Marks except as specifically set forth herein. All such rights of QuickSource Media to use, reproduce, display, and transmit the Merchant Marks will terminate upon the termination of this Agreement by either party.

b. QuickSource Media hereby grants Merchant a non-exclusive, royalty free license to use, reproduce, display, distribute and transmit the logos, service marks, symbols, trade names and/or trademarks owned or controlled by QuickSource Media that are authorized by QuickSource Media (collectively, the Qpons Marks) solely for use in connection with this Agreement and for general advertising and/or promotion of Merchant as a subscriber of the Qpons Application. All such rights are subject to the approval of QuickSource Media which shall not be unreasonably withheld. Merchant acknowledges that the Qpons Marks and the goodwill associated therewith are valuable properties of QuickSource Media and that this license grants it no rights in the Qpons Marks except as specifically

set forth herein. All such rights of the merchant to use, reproduce, display, and transmit the Qpons Marks will terminate upon the termination of this Agreement by either party.

#### 4. REPRESENTATIONS AND WARRANTIES OF MERCHANT

Merchant represents and warrants that:

- a. Merchant is a duly organized entity in good standing in each the state of its organization and has the power and authority to enter into and perform its obligations under this Agreement.
- b. all Merchant Marks are owned by or licensed to Merchant and may be lawfully used for the purposes of this Agreement as provided herein.
- c. entering into this Agreement shall not now or with the passage of time constitute a breach by Merchant of any existing contract or agreement.
- d. that no Content posted by Merchant on any Member Site shall violate or infringe upon the rights or any third party or violate any local, state or federal law, rule or regulation.
- e. the person executing this Agreement on behalf of Merchant has been duly authorized and empowered to execute this Agreement.

#### 5. INDEMNIFICATION

- a. QuickSource Media agrees to defend and hold harmless Merchant, its subsidiaries, affiliates, parents, employees, officers, directors, shareholders, agents, attorneys, assignees, licensees or any other person or entity acting for any of the aforementioned or on their behalf (the Merchant Parties), at its own expense, from and against any damages, liabilities and losses, including reasonable attorney's fees and court costs arising out of or resulting from any claim or action against the Merchant Parties or any of them, based on a claim that QuickSource Media has violated or infringed on any right of any third party, or breached any warranty set forth in this Agreement. QuickSource Media shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise. However, QuickSource Media shall not settle or compromise any matter in anyway that acknowledges or imposes on any of the Merchant Parties any liability or damage without the prior written approval of such party. Merchant shall provide QuickSource Media with prompt written notification of any such claim or action and copies of all materials and papers served upon it and shall reasonably cooperate with QuickSource Media in the defense of any such action. This indemnity shall not apply to any claims made by third parties relating to any content provided by Merchant or the failure of Merchant to provide any goods or services. This indemnity shall survive the expiration or termination of this agreement.
- b. Merchant agrees to defend and hold harmless QuickSource Media and the platform provider and their respective subsidiaries, affiliates, parents, employees, officers, directors, shareholders, agents, attorneys, assignees, licensees or any other person or entity acting for any of the aforementioned or on their behalf at its own expense, from and against any damages, liabilities and losses, including reasonable attorney's fees and court costs arising out of or resulting from any claim or action asserted against QuickSource Media or Qpons, based on a claim that the merchant has violated or infringed on any right of any third party or breached any warranty set forth in this Agreement. The merchant shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise. However, Merchant shall not settle or compromise any matter in way that acknowledges or imposes on any of the QuickSource Media Parties any liability or damage without such party's prior written approval. QuickSource Media shall provide the merchant with prompt written notification of any such claim or action and copies of all materials and papers served upon it or the Platform owner or licensee and shall reasonably cooperate with the merchant at the merchant's expense, in the defense of any such action. This indemnity shall not apply to any

claims made by third parties relating to any content provided by QuickSource Media or the Platform provider. This indemnity shall survive the expiration or termination of this agreement.

#### 6. LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH UNDER THE INDEMNIFICATION AND CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY. Because of the extreme difficulty of fixing actual damages for any failure or breach by QuickSource Media, the merchant agrees that QuickSource Media's entire liability, and merchant's exclusive remedy for any breach, other than an interruption in service or blackout, or breach of confidentiality, shall be limited to the amount of one month's charges from QuickSource Media to Merchant.

Any claim of damage based on such interruption shall be limited to Merchant's actual out of pocket losses (not expenses) resulting from such interruption but in no event shall such damages or QuickSource Media's liability therefor exceed the amounts billed and actually paid by the Merchant with respect to the affected Merchant Site(s) for the billing interval in which the interruption occurs.

#### 7. DISCLAIMER OF WARRANTIES

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT QuickSource Media DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LAWS OF DIFFERENT JURISDICTIONS VARY WITH RESPECT TO THE ENFORCEABILITY OF WARRANTY DISCLAIMERS. THIS LIMITATION IS SUBJECT TO SUCH LIMITATIONS WHERE THEY APPLY.

#### 8. NON-EXCLUSIVITY

Merchant has been informed and understands that QuickSource Media is now and shall hereafter be offering the Qpons services to other companies and/or parties that conduct business of the same type and which are or may be competitive with the business of the merchant and that the merchant agrees that providing the Qpons Services to such other companies shall not be a violation of this Agreement.

#### 9. RELATIONSHIP OF THE PARTIES

This Agreement is not intended to nor shall it be construed to make the parties joint venturers, partners, employees, agents or other representatives of the other.

#### 10. WAIVER OR MODIFICATION

No waiver, modification or amendment of this Agreement shall be valid unless same is in writing and executed by both parties. Nor shall any waiver of any provision or breach of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether similar or not, or of a subsequent breach of the same provision nor shall it constitute a continuing waiver. Neither party shall have the right to assign this Agreement without the prior written consent of the other party. Any purported assignment without such written consent shall be null and void and of no force or effect.

## 11. CONFIDENTIALITY

Each party agrees and shall cause its employees to agree to hold all Confidential Information in trust and confidence and, except as may be authorized by the other party in writing, shall not use such Confidential Information for any purpose other than as expressly set forth in this Agreement or disclose any Confidential Information to any person, company or entity, except to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, in which event the disclosing party shall so notify the non-disclosing party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information. As used herein, "Confidential Information" shall mean any information relating to or disclosed during the term of this Agreement which is or should be reasonably understood to be confidential or proprietary to either party, including but not limited to data and information concerning the parties' customers and/or consumer lists, the material terms of this Agreement, technical processes, source code, product designs, sales, cost and other unpublished financial information, product and business plans, projections and marketing data; without limitation, any information designated as "Confidential" shall be deemed Confidential Information. Confidential Information shall not include, and neither party will be liable for disclosure of, any information received by the receiving party under this Agreement if the information; (a) is generally available to or known to the public through no wrongful act of the receiving party; (b) was previously known by the receiving party through no wrongful act of the receiving party; (c) was independently developed by the receiving party; or (d) was disclosed to the receiving party by a third party under no obligation of confidentiality to the other party.

## 12. INVALIDITY

If any provision of this Agreement is found by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable said provision shall be considered void to the extent of such invalidity, without invalidating or rendering unenforceable any of the remaining provisions of this Agreement.

## 13. VENUE AND JURISDICTION

Any action brought to enforce this Agreement or the rights of any of the parties hereto shall be commenced and maintained in the State of Arizona, in Maricopa County. Merchant agrees that the aforesaid jurisdiction shall be the venue for any such action and hereby waives any right it may have to later object to such venue. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of Arizona. In the event of any such action the prevailing party shall be entitled to recover reasonable attorneys fees and court costs.

## 14. BINDING EFFECT

This Agreement and its terms and conditions shall be binding on the parties hereto and on their successors and assigns.

## 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the parties.