

The Steals and Deals for Seniors Advertising Program Terms & Conditions.

Introduction: This agreement is made between IMG, LLC and the above named Advertiser (hereinafter "you" or "Advertiser") Advertiser agrees to purchase "Advertisements" in the Stealsanddealsforseniors.com Advertising Program, operated by IMG, LLC.

Terms and Definitions:The "Advertiser" is the party named in the Advertiser Contact Information listed above, and is placing and paying for the advertisements described in the agreement. "IMG, LLC" is a corporation located at 31005 Beachwalk, Suite 1103, Novi, MI 48377. *Stealsanddealsforseniors.com* is an Internet web site owned and operated by IMG, LLC and found on the World Wide Web at <http://www.Stealsanddealsforseniors.com> "Advertisements" means an advertisement with required information, displayed on the Stealsanddealsforseniors.com Web site and hyperlinked to a Universal Resource Locator (URL) stipulated by the advertiser, or a printed advertisement in the Senior Gazette Newspaper or an advertisement Heard on "S.O.S. Speaking of Senior Strategies" or Bob Allison's "Ask Your Neighbor" radio programs. "Advertising Impression" means a single (1) display or impression of a Graphics Interchange Format (GIF) or Joint Photographic Experts Group (JPG) image file hyperlinked to a web page of the Advertiser's, viewed from Stealsanddealsforseniors.com, printed in the Senior Gazette Newspaper, or heard on "S.O.S. Speaking of Senior Strategies" and Bob Allison's "Ask Your Neighbor" radio programs. "Start Date" means the date on which the parties agree the "Advertisement" will first appear on the Stealsanddealsforseniors.com Web site. For purposes hereof, "month" will be a thirty-day period, or multiples thereof, commencing on the Start Date. **Duration of Agreement:** Advertiser's Advertising Impression will appear on the Stealsanddealsforseniors.com Web site, be printed in the Senior Gazette Newspaper, and get weekly Radio Advertising by way of the "S.O.S. Speaking of Senior Strategies" and Bob Allison's "Ask Your Neighbor" radio programs, commencing on a Start Date to be agreed upon by both the Advertiser and IMG, LLC, and to be confirmed via e-mail correspondence between IMG, LLC and the Advertiser. **Display, Placement and Links:** Advertiser's Advertising Impression will be displayed on Advertiser's own page on the Stealanddealsforseniors.com web site, be placed in a prominent location in the Senior Gazette Newspaper and be heard on the radio several times throughout the term of the agreement. **Non-Exclusivity and Right of Refusal:** This agreement is non-exclusive, meaning IMG, LLC may have advertisements from several parties appearing on its web site, in its newspaper and on its radio program at the same time. IMG, LLC reserves the right to reject any advertising order or copy at anytime whether or not the order or copy has already been accepted or acknowledged. IMG, LLC will not be bound by any conditions on contracts, orders or instructions when such conditions conflict with IMG, LLC's company policies.

Service interruptions: Advertiser agrees to hold IMG, LLC and its officers, directors, employees and agents harmless for any liability, loss, cost, claim, damage or causes of action of any kind that Advertiser may suffer as a result of the transactions contemplated by this Agreement, including but not limited to loss resulting from service delays and incomplete or interrupted service, regardless of cause or fault of such delay or interruption. **Force Majeure:** IMG, LLC is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, acts of war or terrorist attacks, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, software or services not supplied by IMG, LLC.

Truth in advertising / Indemnification: Advertiser agrees that it is solely responsible for any liability arising out of or relating to its Advertisements, and/or any material to which users may link through its Advertisement(s). Advertiser represents and warrants that any information found on URLs hyperlinked from the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, image, or other proprietary or confidential information or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify IMG, LLC and to hold IMG, LLC, and its officers, directors, employees and agents harmless from any and all liability, loss, cost, damages, claims, or causes of action of any kind, and further agrees to reimburse IMG, LLC for reasonable legal fees and expenses that may be incurred by IMG, LLC, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. **Termination of Agreement:** Either party may suspend or terminate this Agreement if the other party materially breaches any provision hereof and fails within one (1) day of written notice to cure such breach or commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to correction. Termination shall have no effect on the parties' rights and obligations under Section titled "Truth in advertising /

Indemnification," above. **Independent Contractors:**

Each party and its employees and/or agents are independent contractors in relation to the other party with respect to all matters arising under this Agreement. The parties agree that nothing in this Agreement shall be construed to establish a partnership, joint venture, association or employment relationship between the parties. **Governing law:** This Agreement and the resolution of any dispute related to this Agreement shall be governed by the laws of the State of Michigan. Non-enforcement by IMG, LLC, or its affiliates of any provision of this Agreement shall not be construed as a waiver by IMG, LLC of any provision or right of this Agreement. **Fees and Initial Payment:** All fees are payable in U.S. funds in advance of the commencement of display of the Advertisements on the Stealsanddealsforseniors.com web site, publication in the Senior Gazette Newspaper, or broadcast on "S.O.S. Speaking of Senior Strategies" and Bob Allison's "Ask Your Neighbor" radio programs ("the Start Date"). All Advertisement fees are non-refundable and will not be prorated should the Advertiser decide to discontinue the display of the Advertisement at any time prior to the end of the contract period. Upon execution of this Agreement, IMG, LLC will commence setup for Advertiser's Advertisements. IMG, LLC will make the account visible via the Web upon receipt of payment (pending Advertiser readiness and approval). **Sole Agreement:** This document constitutes the sole agreement between IMG, LLC and the Advertiser regarding these advertisements. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. This Agreement may only be modified by a written document executed by both parties. Violation of any of the terms and conditions of this contract may result in the immediate termination of your services with IMG, LLC, at our discretion. I agree to the above-listed contract in its entirety.