

NASBP ADVERTISING TERMS



1. Overview: These terms & conditions for advertising are entered into by and between the National Association of Surety Bond Producers ("NASBP") and the advertiser (or agency acting on its behalf) ("Advertiser") set forth on the insertion order to which these terms and conditions are attached and which is incorporated herein by reference (collectively, the "Agreement"). Payments are due within thirty (30) days from the date of the invoice. Post-due amounts will bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if lower). NASBP reserves the right to change its advertising rates at any time and without notice to Advertiser.

2. Acceptance & Rejection: Acceptance of advertising for the NASBP web site or for other media should not be construed as any type of endorsement by NASBP, or any of its members, of the advertisement, the advertiser or the advertiser's organization, system, product or service. NASBP expressly disavows any such implied endorsement. The advertiser understands that permission to advertise in the NASBP web site, Pipeline electronic newsletter, NASBP SmartBrief electronic newsletter, NASBP Surety Pro Locator or other media shall not in itself be used to market or promote the advertiser or the advertiser's organization, product, system or service. NASBP RESERVES THE RIGHT, WITHOUT LIABILITY, TO REJECT, OMIT OR EXCLUDE ANY ADVERTISEMENT FOR ANY REASON AT ANY TIME, WHETHER OR NOT SUCH ADVERTISEMENT WAS PREVIOUSLY ACKNOWLEDGED, ACCEPTED, OR PUBLISHED. Advertiser/agency shall not submit advertising to NASBP that is discriminatory because of sex, race, religion, color, national origin, sexual orientation, age, physical handicap or other improper basis, or advertising that contains derogatory comments about the advertiser's competitors or about the competitor's organization, products, systems or services.

3. Positioning; Scheduling: NASBP reserves the right to change any of its advertising specifications at any time and without notice to Advertiser. Unless otherwise set forth on the insertion order, positioning and scheduling of Advertisements shall be at NASBP's sole discretion. Advertiser acknowledges that NASBP has made no guarantees with respect to any usage statistics, levels of impressions or viewership levels that will be delivered. NASBP reserves the right to cancel any advertising, space or time reservation, or position commitment at any time without liability. In addition, NASBP may reject any link embedded or URL displayed in any Advertisement.

4. Agency: If Advertiser is using an advertising agency in connection with this Agreement, Advertiser and such agency will be jointly and severally liable hereunder. The entity signing this Agreement warrants that it is duly authorized and has the full power to bind Advertiser, and agrees to indemnify, defend and hold harmless NASBP from any and all claims, losses, damages or costs (including attorneys' fees) arising out of any breach of the foregoing warranty. Advertiser will be solely responsible for any commission due to any agency.

5. User Information: NASBP shall own all right, title and interest in and to any user or usage data or information (including any personally identifiable, transactional, and/or "clickstream" data) collected via or related to any of the Advertisements through the NASBP web site or other media. Advertiser will have no rights in or to any such information under this Agreement.

6. Cancellation Policy; Termination: NASBP may terminate this Agreement upon written notice if Advertiser defaults on any payment or otherwise breaches this Agreement. Upon such termination, all amounts due under this Agreement that accrued on or before the termination date will become immediately due and payable. Advertiser may cancel this Agreement on thirty (30) days prior written notice; oral cancellation will not be accepted under any circumstances. Upon cancellation, Advertiser must immediately pay to NASBP all amounts due for Advertisements (a) distributed as of the cancellation date; (b) to be distributed in the following thirty (30) days; and (c) an amount equal to twenty-five percent (25%) of the amounts due for Advertisements scheduled to have been displayed thereafter.

7. Representations & Warranties; Indemnification: Advertiser represents and warrants that the Advertisements, including the use of all images, music and other works of authorship contained, reflected or embodied therein, and all other materials provided under this Agreement by Advertiser, including the distribution thereof by or on behalf of NASBP through its web site or electronic newsletters (a) will not violate any applicable law, rule or regulation (including, but not limited to, any law relating to false or deceptive advertising), (b) will not be libelous or defamatory, and (c) will not infringe any rights of any third party, including, but not limited to, any contractual, copyright (including synchronization and public performance rights), trademark or trade secret rights,

and/or any right of privacy or publicity. Advertiser will indemnify, defend and hold harmless NASBP, its affiliates, and its and their employees, officers, directors and agents from and against any and all expenses and losses of any kind (including reasonable attorneys' fees) incurred in connection with (i) any breach or alleged breach of the foregoing representation and warranty, (ii) any Advertisement and/or (iii) any websites or other materials promoted within or to which users can link through any Advertisement.

8. Provision of Advertisements/Approval: Advertiser will provide at its expense all Advertisements in accordance with NASBP's policies in effect from time to time. NASBP may dispose of any such materials unless acceptable prepaid return arrangements have previously been made. NASBP will not be responsible for any materials that are not properly displayed or that cannot be accessed or viewed because the materials were not received by NASBP in the proper form, in a timely manner or in an acceptable technical quality for distribution via the applicable Distribution Channel. NASBP will not be responsible for typographical errors, incorrect insertions or omissions in any Advertisement. All Advertisements are subject to NASBP's approval. NASBP may edit, revise, reject, take down, or cancel any Advertisement, or reject or cancel any insertion order at any time and for any reason. If practicable, NASBP will attempt to notify Advertiser of any such action, after which NASBP, in its sole discretion, may terminate this Agreement without liability upon written notice to Advertiser.

9. Basic and Premier Listings will have 12-month runs provided that Advertiser's NASBP membership is in good standing. Listings are subject to being unlisted without proration if there is a lapse in Advertiser's NASBP membership.

10. These terms & conditions cannot be amended or changed by the advertiser except where advertiser has returned the prior written authorization to do so by NASBP.

11. DISCLAIMER; LIMITATION OF LIABILITY: NASBP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT ANY ADVERTISEMENT WILL BE DISTRIBUTED THROUGH ITS WEB SITE, PIPELINE ELECTRONIC NEWSLETTER, NASBP SMARTBRIEF ELECTRONIC NEWSLETTER, NASBP SURETY PRO LOCATOR, OR OTHER MEDIA WITHOUT INTERRUPTION OR ERROR. NEITHER NASBP, NOR ANY THIRD PARTY PROVIDING PRODUCTS OR SERVICES TO NASBP (COLLECTIVELY "NASBP VENDORS"), WILL BE LIABLE TO ADVERTISER FOR ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY OR ARISING OUT OF, EITHER DIRECTLY OR INDIRECTLY, ANY ACTUAL OR ALLEGED BREACH BY NASBP OF THIS AGREEMENT OR THE MANNER IN WHICH ANY ADVERTISEMENT OR OTHER MATERIAL IS DISTRIBUTED OR DISPLAYED. IN NO EVENT WILL NASBP OR ANY NASBP VENDOR BE LIABLE TO ADVERTISER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER NASBP OR SUCH NASBP VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY HEREUNDER OF NASBP AND NASBP VENDORS WILL BE LIMITED TO, AT NASBP'S SOLE DISCRETION, EITHER: (A) THE AMOUNTS PAID TO NASBP BY ADVERTISER UNDER THIS AGREEMENT WITH RESPECT TO THE ADVERTISEMENT(S) OUT OF WHICH THE CLAIM ARISES, OR (B) DISTRIBUTION OF THE RELEVANT ADVERTISEMENT AT A LATER TIME IN A COMPARABLE POSITION OR TIME SLOT (AS APPLICABLE).

12. Miscellaneous: Advertiser may not resell, assign or transfer any of its rights or obligations under this Agreement. NASBP may assign or transfer any of its rights or obligations hereunder upon written notice. Upon written agreement of the parties, this Agreement may be extended to cover additional Advertisements, material or time periods upon the same terms and conditions. NASBP will not be responsible for delays or failures of performance resulting from acts beyond its reasonable control. The representations and warranties, indemnification obligations, limitations of liability and ownership rights set forth herein will survive the termination or expiration of this Agreement. Should any provision of this Agreement be deemed unenforceable, such provision will be restated, in accordance with applicable law, to match most closely the intentions of the parties, and the remainder of this Agreement will remain in full force and effect. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. In the event of any inconsistency between these terms and conditions and the insertion order, these terms and conditions will control. This Agreement will be governed by and construed in accordance with the laws of the District of Columbia, without reference to its conflict of laws principles. It cannot be modified except in a writing that is signed by duly authorized representatives of both parties.