



Insertion Order & Invoice

MGT-Local™

Merging Global Technologies, Inc

424 Church Street, Ste 2000
Nashville, TN 37219

Invoice / Contract #

EXP Offer

City Site - .mgtlocal.net
 Name: Pat Malone
 Phone: 615.4069721
 Email: pat.malone@mgtusa.com

Business/Client: _____
 Client Contact: _____
 Client Phone/Fax: _____
 Client Email: _____

Advertising Package and Term of Service (3, 6 or 12 Months)

Content Page Ad Package - Includes One Content Page inside the MGT-Local City Site (No Google Adwords Traffic)
Premium Ad Package - Includes static ad on industry specific local page. Also includes industry specific Search Engine Marketing (Google Adwords) and Search Engine Optimization (Google, Yahoo, & Bing) to the Industry Page inside MGT-Local City Site.
Exclusive Ad Package – Includes Premium Ad Package rights with static ad or website embed, plus allows client the exclusive ad rights on industry specific page of the MGT-Local City Site. **ADS ARE EMBEDS, HTML, GIF, VIDEO OR CONTEXTUAL**
Section/Anchor Ad Package - Includes All Ad Package rights. Also includes a rotating ad on the home page of the MGT-Local City Site. **ALL AD PRICES ARE ESTIMATES & DETERMINED BY LOCATION AND/OR INDUSTRY.**

Advertising Package	Est. Ad Price	1 x Set Up Fee	Advertising Rate
Content Page	\$10-\$20	\$19	
Premium Ad	\$25-\$500	\$29	\$300
Exclusive Ad	\$100-\$2,500	\$49	
Section/Anchor Ad	\$1,000-\$5,000	\$99	

TERM: <input type="text" value="Three (3)"/> or <input type="text" value="Twelve (12)"/> Month Term (3,or 12 X \$\$ Adv. Rate)	\$300
Set-Up Fee	waived
Total Ad & Set-Up Fee Due	\$300

Payment Term Information	Make Checks Payable to:	
Quarterly (3 Months)	Payment Method	Chk / CC
Bi-Annually (6 Months)	Amount Paid	\$300
Annually (12 Months)	Balance Due	\$0
	Next Due Date	N/A

I accept the terms and conditions on Front and Back of this Advertising Contract:

Client Signature: _____ Date: _____



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Terms And Conditions Applicable to Online Advertising

- 1. Parties to Contract:** This Merging Global Technologies, Inc (MGT) Contract, including these terms and conditions, (together the "Contract") is between a Private or Public Business Client and MGT (the Media Group), which may assign this Contract, but the Client may not do so without Media Group's prior written consent.
- 2. Definitions:** (a) "Advertising" means items specified on the Contract face that are to be published and for which a charge is assessed; (b) "Client" means the business, person, or other legal entity shown as the Client on the face of the Contract as well as its owners and/or successors; (c) "Web Site" means URL destination specified on the Contract face; (d) "Web site advertising" means text or graphic advertising that appears on the MGT MGT-Local City Portals; (e) "MGT" means Merging Global Technologies; (f) "Media Group" means Merging Global Technologies.
- 3. Payment for Advertising:** (a) Client will pay the charges specified on the Contract face (plus applicable taxes) at the times agreed to by the client and Media Group as acknowledged on the Contract Face. Media Group typically bills on an annual basis, however, Media Group may require payment on other than an annual basis for credit or other reasons; (b) Upon Client's Failure to pay any invoiced amount when due, Media Group may accelerate the billing and collection of all remaining charges for all Advertising, without further notice to Client, including when charges are separately billed. Media Group may also remove the Client's advertising from any or all websites. Media Group will exhaust all remedies, under the law, to collect any unpaid balances due and payable; (c) Media Group may require Client to provide information regarding its credit worthiness. The advertising charges specified and agreed to on the Contract face are fully due and payable, not withstanding any disconnection of phone service to any phone number appearing in any advertisement/listing; any discontinuance or change of location of the telephone service or Client's advertised business; or, any change of, or transfer of ownership of any advertised business. Client will be liable for all returned check fees and any other fees allowed by law and in some cases, may be charged and additional \$20 service charge. Media Group has the right, but is under no obligation, to disclose any or all information it has concerning client payment history to third parties, including credit-reporting agencies; (d) Late Payment Interest Charge: If payment is not made by the due date of the Media Group's invoice and/or this Contract, Client agrees to pay an interest charge of the highest lawful rate per month beginning on the due date, on the past due amount, until paid. Client agrees that this interest charge is a reasonable charge to compensate the Media Group for the inability to use the funds Client has not paid to Media Group. (Note: no interest charge applies if all payments are paid when due); (e) Collection Activity Fee: If Client Fails to make payments as specified herein, Client agrees to pay Media Group's reasonable attorney fees and other legal expenses associated with collection of Client's account, and to pay Media Group's reasonable collection costs associated with collection of the amounts due. Client agrees that Media Group's collection costs include both internal and external costs of Media Group and that it would be impractical and cost-prohibitive for Media Group to calculate the actual costs associated with collection activities for each Client's account. Client agrees to pay a Collection Activity Fee ("CAF") in the amount of \$25 each month if Client does not pay Media Group the full amount of charges due by the invoice due date, as an offset to Media Group's internal and external aggregate activities-based costs for the handling and/or collection of delinquent charges/accounts. Client agrees that the CAF is not an interest charge for the time value of unpaid money and recovers costs that are different from the costs recovered by the late payment interest charge described in 3(d). (Note: no CAF applies if all payments are paid when due); (f) If Client receives incentive pricing for any Advertising item(s) based on a commitment by Client regarding any other Advertising item(s), and Client subsequently cancels or fails to fulfill Client's commitment regarding said other Advertising item(s), then said incentive pricing will revert to, and Client will be obligated to pay, the full undiscounted charge for the Advertising item(s) for which incentive pricing was received.
- 4. Limitation Of Liability / No Warranty:** (a) For purposes of this section 4, the term "Media Group" includes Media Group's affiliates, partners, and the directors, officers, agents, and employees thereof. Media Group's acceptance of this contract and the rates charged for the advertising and other services are based upon Media Group's limitation of liability as set out in this section 4, and upon Client's agreement to all other terms and conditions of this contract. Client agrees that errors and omissions will sometimes occur in processing a request for advertising or in the publication or delivery of advertising, and that Media Group cannot and does not guarantee that advertising will be published without error or omission or delivered as scheduled by Media Group, due to the possibility of such errors or omissions occurring. Media Group has no obligation to give Client or any third party notice of such errors or omissions, or to correct them by reposting directories, banners, or by performing supplemental services. Media Group is not liable to Client for an error or omission if it was caused by a third party; resulted from information supplied by a third party; or was caused by an act of God, labor stoppage, governmental authority or other act beyond Media Group's reasonable control. Media Group's maximum liability to Client for any error, omission or other default is limited as stated herein, regardless of whether Client alleges claims against Media Group in contract or in tort, or other basis in law or equity. In the event of an error, omission or other default in the publication on an item of advertising, Media Group shall be liable to Client for the amount (as determined by Media Group) by which the value of the item of advertising was decreased, in no instance to exceed the total amount Client actually paid for the item of advertising. Media Group will not be liable for any error, omission or other default in delivery or as to items for which no charge is assessed. Media Group will not be liable for lost profits or any other consequential damages, including exemplary, incidental, indirect or punitive damages; (b) Media Group makes no warranty of performance to Client and, in fact, disclaims any such warranty. Client represents that Client has not relied upon any such warranty and assumes all risks concerning the functionality, performance, or results of the advertising.
- 5. Integration / Modification / Construction / Jurisdiction and Choice of Law / Jury Waiver:** (a) This contract is the entire agreement between Media Group and Client concerning the advertising specified on the face of this Contract, and supersedes any and all prior agreements between the parties. This Contract cannot be modified except in a writing signed by both parties. Only a orate Advisor, or its successor title, may sign any such writing on behalf of Media Group; (b) No oral or written representation made by Media Group's sales representatives (Business Advisor's), which purports to modify this contract is binding on Media Group. Moreover, Client confirms that Client, in entering into this Contract, has relied upon no such representation; (c) If any provision of this contract is held to be invalid under the law, the remaining provisions shall be enforceable; (d) This Contract may be executed in counterparts and by facsimile copies. All executed copies are duplicate originals, equally admissible into evidence; (e) Client's claims or causes of action arising from or related to the Advertising will be filed in the state court of the state in which the city served by the MGT website is primarily located.
- 6. Client's Warranties and Obligations / Indemnification:** (a) Client warrants that: it will provide Media Group with all information necessary to publish the advertising and will do so in a timely manner; all information in advertising is accurate, not misleading and complies with all laws and licensing requirements; no item of advertising requested by Client violates the right of any third party; Client is authorized to be and is engaged in the business of providing the products and/or services corresponding with the categories under which Client wishes to advertise: and Client is the sole beneficial owner of the Advertising purchased under this Contract and has not and will not resell it or any interest in it to any third party; (b) As to Advertising created by Media Group for Client, Client is responsible to review said advertising and to confirm that it has the right to use and publish any name, address, trade name, trade mark, service mark, picture, likeness, logo, reproduction, endorsement, copyrighted or copyrightable item or other content as included in such advertising; (c) Client warrants that Client will honor any promise, offer, or other statement set forth in the Advertising during the entire life of the Advertising, or until an expiration date stated in the Advertising, whichever occurs first; (d) Client agrees to indemnify and hold harmless Media Group, its partners and affiliates, and all directors, officers, employees and agents, against all claims and liabilities, including attorney fees and other expenses incurred in the defense of any claims, arising from Client's Advertising including, without limitation, claims that the advertising infringes on a third party's trademarks, copyrights or other intellectual property rights, contains misrepresentations or does not otherwise comply with Client's legal obligations.
- 7. Miscellaneous:** (a) Media Group has the sole right and discretion to operate its business in any manner it chooses, including but not limited to the right to determine and/or change the name, look, content, categories, sequence of categories, design, publishing policies, specifications, standards and guidelines, posting, publication and distribution. Media Group has the right to reject Advertising that does not comply with its publishing policies, specifications, standards and/or guidelines. Instead of rejecting Advertising in its entirety Media Group may, but is not required to, change a portion of the Advertising with or without notice to Client, to resolve a policy, specifications, standards, or guidelines conflict. Media Group does not warrant to Client that Advertising of other Clients will comply with such publishing policies, specifications, standards, and guidelines; (b) Media Group is not obligated to publish any Advertising that Media Group, in its sole discretion, deems unacceptable or morally questionable. Media Group does not guarantee that the advertising will be in any specific sequence or position on a website. Media Group has the right to place Advertising in any position on a website (including within categories or pages therein) and to introduce new Advertising products that may result in a change in the position of Advertising on a website; (c) Client will not represent to any third party that Media Group approves or endorses any product or service of Client; (d) Media Group may publish Advertising of any other party in any website at any time; (e) Media Group may create, revise, or cancel a Media Group discount or promotional offering at any time prior to the effective date of this Contract. No discount offered to Clients obligates Media Group to offer any future discount not specifically included in the initial offer; (f) Client agrees to accept phone calls, faxes, e-mails, and other communications from Media Group or Media Group's agents related to Media Group's services. Client will provide contact telephone numbers, fax numbers, and e-mail addresses, if any, to Media Group upon request; (g) Media Group does not guarantee exclusivity in a business category for any Advertising.