



Advertising Agreement

Advertiser _____

Address: _____

City: _____ State: _____ Zip: _____

Web Address: _____

Phone #: _____ Fax: _____

Email Address: _____

Company Representative: _____

ADVERTISING begins approximately 30 days after receipt of payment of deposit, production charge, and artwork.

PAYMENT TERMS: An ad fee of \$ _____ and a production charge of \$ _____ for design and installation of your advertisement is payable upon the signing of this contract order form. There will be a \$25.00 charge for any dishonored payment. Services purchased are listed on the attached Insertion Order Form.

COPY/PROOF: Copy changes are permitted prior to ad design. Should changes be required, the set-up fee must be billed again to cover art and web design work. Advertiser verifies it is authorized to use and reproduce any copyrighted material or trademarks submitted to VIPERNET/OCHOTSPOTZ/HOTELINTERNET with its ad materials and agrees to hold VIPERNET/OCHOTSPOTZ/HOTELINTERNET harmless from any liability, of any kind or character, arising from the use of said materials.

GENERAL TERMS OF USE FOR VIPERNET/OCHOTSPOTZ/HOTELINTERNET PRODUCTS & SERVICES: Please read this Agreement carefully before signing it. You agree to be bound by the terms and conditions set forth below. **LIMITED WARRANTY:** VIPERNET/OCHOTSPOTZ/HOTELINTERNET PROVIDES NO OTHER WARRANTY OF ANY KIND OR CHARACTER. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL VIPERNET/OCHOTSPOTZ/HOTELINTERNET BE LIABLE TO CUSTOMERS FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF VIPERNET/OCHOTSPOTZ/HOTELINTERNET HAS BEEN ADVISED UNDER. IN NO EVENT SHALL VIPERNET/OCHOTSPOTZ/HOTELINTERNET BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF VIPERNET/OCHOTSPOTZ/HOTELINTERNET IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

PAYMENT TERMS AND CONDITIONS: Payment for all services purchased from VIPERNET/OCHOTSPOTZ/HOTELINTERNET is due before services are delivered.

VIPERNET/OCHOTSPOTZ/HOTELINTERNET DOES NOT GIVE REFUNDS FOR PERIODS OF PRE-PAID SERVICE NOT USED, EVEN IF TERMINATED BY CUSTOMER.

VIPERNET/OCHOTSPOTZ/HOTELINTERNET does not warrant that the Service will be uninterrupted or error-free or that defects in the Service will be corrected. The Service and any software made available on the Service are provided on an "as is, as available" basis. In no event will VIPERNET/OCHOTSPOTZ/HOTELINTERNET be liable for (i) any incidental, consequential, or indirect



damages (including , but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use or inability to use the Service, or any information, or transactions provided on the Service or downloaded or hyper linked from the Service, even if VIPERNET/OCHOTSPOTZ/HOTELINTERNET or its authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies in the Service and/or materials or information downloaded through, or hyper linked from the Service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, VIPERNET/OCHOTSPOTZ/HOTELINTERNET liability is limited to the greatest extent permitted by law.

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties.

GOVERNING LAW, JURISDICTION & VENUE. In the event of any dispute between the parties which arises under this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, such dispute shall be settled by arbitration before one arbitrator in Los Angeles, California in accordance with the rules for commercial arbitration of the American Arbitration Association (“AAA”) in effect at the time such arbitration is initiated. The arbitration shall be administered by AAA with the following exceptions, if in conflict: (a) one neutral arbitrator shall be chosen by AAA; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the AAA’ rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses. The decision and awards rendered by the arbitrator shall be final and binding upon all Parties. The parties agree to abide by all decisions and awards rendered in such proceedings. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees, witness fees, subpoenas, depositions, transcripts and the like, of the prevailing party. The arbitrator shall not have the right to award punitive damages, speculative damages or consequential damages to either party and shall not have the power to amend this Agreement. An arbitrator’s decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

Signed and Agreed:
By: Vipernet, Inc.

By: _____
("CUSTOMER")

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date