

## Surf Agreement

I acknowledge upon this payment that I have carefully read it and have not relied upon any statements, promises or representations other than that contained herein. Advertiser agrees to purchase & Surf agrees to provide advertising placement on the Surf system, with the following terms and conditions.

1. Advertiser agrees to provide Surf with their advertising media, graphics and content at least 5 days before the Effective Start Date.
2. Advertiser agrees that proof and distribution approval constitutes an agreement to run advertising and promise to pay the Monthly Rate indicated for the Term of this agreement, and distribution approval can be given in writing on the proofing document via email approval or via telephone verbal approval.
3. Advertiser authorizes Surf to charge the credit card on file the Monthly Rate Fee as outlined in Exhibit A. All payments shall be made to Surf Media Inc. only.
4. Interest: Advertiser agrees to pay interest on all amounts past due at the rate of one and one-half percent (1 1/2%) per month, or an annual rate of eighteen percent (18%).
5. In the event, it becomes necessary for Surf, at its opinion, to place an agreement in the hands of an attorney or collection agency for debt collection. The Advertiser agrees to pay an additional sum equal to the cost of collection, including but not limited to, attorneys fees or collection agencies.
6. Advertiser authorizes Surf to compile the information and distribute the campaign, along with other advertisers through surf tablets or system on the Internet and mobile tablets.
7. Advertiser named above agrees to honor that specified literature as per its terms and conditions to each recipient and not to hold Surf liable for such offer made regardless of response to the campaign. Advertiser authorizes Surf to prepare and distribute the above-specified literature along with another advertiser's through the Surf tablet and system.
8. Advertiser represents that he or she possesses the right to publish and hereby grants to Surf and any of its publishing agents an irrevocable right and permission to reproduce all trademarks, trade names, copyrighted material and other images provided by Advertiser to Surf.
9. Advertiser assumes the Full responsibility that advertiser's advertisement, business operations, services, and products comply with all applicable laws. Advertiser acknowledges that he/she has no right or ownership in any photograph, graphic, or other image provided or arranged by Surf for Advertiser, including any photo or image or video containing advertiser's picture, video, or brand. Advertiser hereby releases and discharges Surf and any of its publishing agents from any and all claims and liability arising out of the publication of the Advertiser's advertisement and any material provided to Surf.
10. Advertiser agrees that Surf's liability to its Advertiser shall not exceed the amount paid by said Advertiser to serve under this agreement. Any substantial errors in Surf's production of advertisers and as determined by Surf will be corrected within 48 hours, no refunds will be made.
11. For prepaid accounts, if Surf is not able to fulfill the terms of this agreement, Surf shall refund the customer a prorated amount of the total contract based on the term length of the agreement.
12. Surf reserves the right to cancel any Advertiser's contract without cause.