

Standard Publishing Terms and Conditions

1. Payment.

Advertiser agrees to pay Cutting Edge Media, Inc. ("CEM") pursuant to the payment terms set forth in the Insertion Order ("IO"). Advertisements shall not be published unless payment is made on the date due.

2. Services.

CEM's sole and exclusive obligation under the IO is to publish advertisements, provided by Advertiser, in a Publication (as defined below) as set forth in the IO (the "Services"). All advertisements must be submitted in the form requested by CEM and in accordance with policies and specifications set forth by CEM. Furthermore, CEM's acceptance of all advertisements is subject to its investigation of the product, service or claims made therein. CEM is under no obligation to publish any advertisement that is not in accordance with such policies and specifications. CEM reserves the right to reject or cancel any advertisement at any time without liability. CEM shall have no responsibility for or in any way be liable for the content of the advertisements or for improper use of any coupon's contained therein. CEM does not guarantee that Advertiser's advertisements will be placed in a Publication, when advertisements will be placed or the placement or positioning of the advertisements within the Publication, except as otherwise provided in the IO. For purposes of the IO and these Terms and Conditions, the term "Publication" means any CEM hard-copy magazine or other publication, including but not limited to *Home Business Connection*, *True Wealth Digest*, *Classified Entrepreneur*, *Classified Inc.*, and *Money Making Opportunities*.

3. Rates.

Advertiser agrees and acknowledges that any advertisement rate shall not be guaranteed for a period longer than three (3) months unless otherwise agreed to as set forth in the IO.

4. Cancellation of Advertisements.

Neither Advertiser or its agency shall cancel an advertisement for any issue of a Publication after that issue's Closing Date, as set forth in the IO. In the event Advertiser desires to cancel any advertisement prior to the Closing Date, Advertiser shall send CEM a cancellation notice in writing. Cancellations shall not be effective until receipt of such cancellation is confirmed in writing by CEM. In the event Advertiser submits a cancellation notice to CEM pursuant to this Section 4 on or before the Closing Date, Advertiser shall rebate back any frequency discounts provided to the Advertiser by CEM to reflect the actual number of issues of a Publication in which the advertisement will be placed.

5. Advertiser's Representations.

Advertiser represents and warrants that: (i) it has the power and authority to enter into and perform its obligations under the IO and these Terms and Conditions; (ii) at all times, it will comply with all applicable foreign, federal, state and local laws, rules, regulations, ordinances and guidelines, including but not limited to the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising; (iii) it owns and/or has any and all rights to permit the use of the advertisements by CEM as contemplated by the IO; (iv) the content of the advertisements, including but not limited to any text, representation, illustrations, sketches, maps, words, labels, intellectual property or other information, will not violate any applicable laws, rules, regulations or ordinances or any rights of any third party including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary, property or other intellectual property right; (v) the advertisements shall not be defamatory, libelous, pornographic or obscene; and (vi) no advertisement is targeted to consumers under the age of eighteen (18) years of age.

6. CEM's Representations.

CEM represents and warrants that it has the power and authority to enter into and perform its obligations under the IO and these Terms and Conditions.

7. Disclaimer of Warranties; Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES CONTEMPLATED BY THE IO AND THESE TERMS AND CONDITIONS ARE PROVIDED TO ADVERTISER "AS IS" AND CEM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. CEM DOES NOT WARRANT THAT THE SERVICES WILL MEET ADVERTISER'S SPECIFIC REQUIREMENTS OR THAT THEY WILL BE COMPLETELY ERROR

FREE. CEM SHALL NOT BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY ULTIMATE USE OF THE SERVICE OR THE OUTCOME OF THE SERVICE. IN NO EVENT WILL CEM BE LIABLE FOR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA OR BUSINESS OR PROFITS OR COSTS OF COVER) OR PERSONAL INJURY/WRONGFUL DEATH ARISING OUT OF OR IN CONNECTION WITH THE IO OR THESE TERMS AND CONDITIONS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY THEORY OR OTHERWISE. CEM'S CUMULATIVE LIABILITY FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID BY ADVERTISER TO CEM UNDER THE INSERTION ORDER THAT IS THE SUBJECT OF SUCH CLAIM.

8. Indemnification.

Advertiser hereby agrees to indemnify, defend and hold harmless CEM, and each its officers, directors, shareholders, members, agents, affiliates and employees, from and against any and all claims, actions, liabilities, losses, expenses, damages and costs (including without limitation reasonable attorneys' fees) arising out of or in connection with the IO or these Terms and Conditions or Advertiser's acts and omissions. CEM shall have the right to participate in its own defense at its sole cost and expense.

9. Confidentiality.

The parties recognize and acknowledge that throughout the term of the IO, they may learn of or be exposed to certain confidential information of the other party and that such information constitutes valuable, special, and unique property of such party. As such, the parties agree not to directly or indirectly disclose or provide to any person, business, partnership, or corporation any confidential or proprietary information or knowledge which it has acquired during the term of the IO. The terms and conditions of the IO and these Terms and Conditions shall be considered confidential information. Notwithstanding the foregoing, CEM may use Advertiser's name and logo in promotional materials and as necessary to perform obligations under the IO these Terms and Conditions.

10. Governing Law; Venue.

The IO and these Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania. Advertiser hereby irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lancaster County, Pennsylvania and the United States District Court, Eastern District of Pennsylvania. Advertiser acknowledges and agrees that the venue provided above is the most convenient forum for both the Advertiser and CEM. Advertiser waives any objection to venue and any objection based on a more convenient forum in any action instituted under the IO or these Terms and Conditions.

11. Miscellaneous.

If any provision or provisions of these Terms and Conditions shall prove to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. Neither the failure of either party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand strict compliance with the terms hereof. Nothing herein shall be deemed to establish an employment relationship, partnership, joint venture or association between the parties. Advertiser may not assign any of its rights or obligations under the IO and Terms and Conditions to any third party without the prior written consent of CEM, which shall not be unreasonably withheld. The IO and these Terms and Conditions set forth the entire agreement between the parties and supersedes all prior oral negotiations, understandings and agreements between the parties concerning this subject matter. No amendment, change, modification or variance from the IO or these Terms and Conditions shall be binding upon either party unless executed in writing and signed by both parties. In the event any provision or provisions of these Terms and Conditions conflicts with the IO, the terms of the IO shall govern.