

Terms and Conditions

In order to place advertisements, links, and/or directories with the ZLinked SERVICE, you, hereafter defined as "ZLinked CLIENT" are subject to the Terms and Conditions set forth herein ("Terms"). T.A. Group, LLC the ("COMPANY") will supply ZLinked CLIENT with a ZLinked Client Application, whether in online or print version ("Enrollment Form") to collect various campaign parameters, and with an online interface to collect additional campaign parameters ("Online Interface"). Collectively, the Terms, Enrollment Form, and Online Interface shall be referred to as your "Campaign".) Your Campaign will utilize the ZLinked SERVICE and/or other web-based advertising mediums owned or controlled by COMPANY (collectively referred to hereafter as "SERVICE").

License; Creative: ZLinked CLIENT hereby grants to COMPANY a world-wide non-exclusive, royalty-free license to use, reproduce and display all creative materials ZLinked CLIENT provides to COMPANY for disseminating the advertisement and delivering the Campaign including, but not limited to, all content, trademarks and brand features contained therein ("Creative"). COMPANY shall position the Creative within the Network at COMPANY'S sole discretion within the Campaign parameters specified. Using the Online Interface or other COMPANY approved method, ZLinked CLIENT will provide the Creative in accordance with COMPANY'S standard practices and policies to be provided to ZLinked CLIENT. COMPANY may reject any Creative submitted by ZLinked CLIENT if, in COMPANY'S reasonable belief, such Creative is inappropriate or misleading. COMPANY shall not be liable for any delays resulting from ZLinked CLIENT'S failure to provide conforming Creative. Except as expressly set forth in these Terms, neither these Terms nor any disclosure of information hereunder grants COMPANY any right or license under any trademark, copyright or patent or other intellectual property or proprietary right now or hereafter owned or controlled by ZLinked CLIENT with the exception of business to business marketing wherein COMPANY may identify you as a CLIENT of COMPANY, as expressly set forth in these Terms. COMPANY may use ZLinked CLIENT'S trademarks, trade dress or trade names for promotional purposes. COMPANY acknowledges that the goodwill associated with the ZLinked CLIENT'S trademarks, trade dress or trade names belongs exclusively to ZLinked CLIENT and, upon request; COMPANY will modify or cease its use of any such trademarks, trade dress or trade names.

Term; Campaign Cancellation: These Terms shall commence on the date COMPANY successfully processes the payment authorized by you on your Enrollment Form ("Start Date") and shall terminate at ZLinked CLIENT'S written and processed

request. The period of time between the Start Date and the End Date shall be defined as the "Campaign Period". COMPANY may cancel any Campaign at any time upon notice to ZLinked CLIENT if in COMPANY'S reasonable discretion, delivery of such Campaign would violate any applicable laws, company policy, rules and regulations; violate any third party rights; or cause deception or fraud. Otherwise, we reserve the right to change or cancel this Program upon 30 days written notice. ZLinked CLIENT may cancel any Campaign within three (3) business days for full refund, following the Start Date ("CLIENT Cancel Period").

All cancellations must be received with written notice to COMPANY by certified mail, courier, and overnight delivery or by speaking with a company representative at our CLIENT Care Center at (866) 416-4789 (Mon-Fri 8am to 5pm CST). Regardless of the method of cancellation or termination, ZLinked CLIENT shall remain responsible for all amounts due under the Campaign through the Campaign Period.

Refunds: Following the CLIENT Cancel Period, refunds will not be provided for any reason. There are no guarantees as to the benefits of optimization, as results will vary widely from site to site. All refund requests shall be submitted to ZLinked CLIENT Relations at the address noted below either by certified mail, courier, overnight delivery or by speaking with a company representative at our CLIENT Care Center at 866-322-2554 (Mon-Fri 8am to 5pm CST).

Zlinked Marketing & Advertising [800 Minot Ct. Arlington, TX 76001](#)

You expressly agree that you shall pursue any refund or credit request only through the process described above and that you will not initiate a charge back on your credit card. In the event you do initiate a charge back on your credit card, you authorize COMPANY to use your Campaign information in the defense of such charge back. Further, you authorize COMPANY to recover its reasonable attorney's fees and costs and to seek monetary damages against you should COMPANY prevail in any charge back dispute.

Obligations Following Termination: Upon termination of your Campaign all data transfers and links to or from the Network to the ZLinked CLIENT web site shall be discontinued. The representations and warranties, indemnification and non-disclosure provisions of this Agreement shall survive termination of this Agreement, as shall any payment obligations of ZLinked CLIENT.

Reports: COMPANY shall make available to ZLinked CLIENT a regular report detailing Campaign delivery and performance metrics by request.

Payment: The Campaign parameters shall specify and define the terms under which COMPANY shall receive payment from ZLinked CLIENT for the Campaign. Following execution of the Enrollment Form, COMPANY shall charge ZLinked CLIENT a fee based on the Campaign Package selected by ZLinked CLIENT. Those Campaign Packages currently being offered by the COMPANY may include, but are not limited to the following: (a) One (1) month of continued Campaign service, (b) Three (3) months of continued Campaign service, (c) Six (6) months of continued Campaign service, or (d) twelve (12) months of continued Campaign service. Based on the Campaign Package and billing frequency selected, by ZLinked CLIENT, COMPANY may be authorized to bill charge you on multiple occasions, which you authorize. All credit cards and/or ACH bank account information on file with the COMPANY shall be charged in accordance with such Campaign service.

Automatic Renewal: If you do not notify COMPANY within five (5) business days before your Campaign service ends ("Campaign Termination"), you will be automatically re-enrolled in an "Extended Campaign." All Extended Campaigns shall be billed by COMPANY on the same terms as the initial Campaign. Campaign Termination

notifications should be made by using one of our CLIENT procedures as defined herein.

ZLinked CLIENT Representations: ZLinked CLIENT represents and warrants to COMPANY that: (a) it has the right to enter into these Terms and perform its obligations hereunder; and (b) the Creative and delivery of the Campaign does not and shall not (i) infringe any rights of any third party including, without limitation, intellectual property rights and rights of privacy and publicity, (ii) violate any applicable laws, rules or regulations, (iii) be defamatory, obscene, harmful to minors, fraudulent, misleading or inaccurate, or (iv) contain any viruses or other computer programming routines that are intended to damage or detrimentally interfere with any system, data or personal information. ZLinked CLIENT acknowledges that his/her breach of any of these representations shall be grounds for immediate termination of the Campaign, and for legal recourse against ZLinked CLIENT, for which COMPANY shall be entitled to treble damages.

COMPANY Representations: COMPANY represents and warrants to ZLinked CLIENT that: (a) it has the right to enter into these Terms and perform its obligations hereunder; (b) COMPANY'S SERVICE consists of online sites who have voluntarily consented ("opted in") to receive the Campaign; and (c) to the best of COMPANY'S knowledge, the Campaign shall be delivered in accordance with all applicable laws, rules and regulations, including any prohibitions against "spamming."

Indemnification: Each party shall indemnify, defend and hold the other harmless, including such party's affiliates, directors, officers, employees and agents (collectively, "Affiliates"), from and against any and all claims, allegations, losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) (collectively "Indemnified Costs") incurred as a result of third party claims, investigations, or actions arising out of the indemnifying party's breach or violation of these Terms, including the representations set forth herein. In addition, ZLinked

CLIENT shall indemnify, defend and hold COMPANY and its Affiliates harmless from and against any and all Indemnified Costs incurred as a result of third party claims, investigations, or actions arising from the content or subject matter of any Campaign, including any allegation that such content or subject matter is illegal or harmful in any manner, violates the right of a third party, is defamatory or obscene, or violates any law, regulations or other judicial or administrative action. Promptly upon becoming aware of a claim for which indemnity will be sought, the indemnified party shall give written notice to the indemnifying party of such claim. The indemnified party shall give the indemnifying party the sole control of the defense of any claim and, at the indemnifying party's expense, shall provide the indemnifying party such reasonable cooperation as the indemnifying party reasonably requests to defend or settle such claim; provided, (i) the indemnified party shall be entitled to participate at its own expense in the defense of any such claim and (ii) the indemnifying party will not acquiesce to any judgment or enter into any settlement that adversely affects the indemnified party's right or interests without the prior written consent of the indemnified party. COMPANY will not indemnify ZLinked CLIENT for any claims against it that are the result of ZLinked CLIENT's negligence, gross negligence, fraud, breach of any provision of this Agreement, or breach of law.

CLIENT Information: ZLinked CLIENT hereby grants to COMPANY for use and distribution through COMPANY's web site and Network during the Campaign Period specified, the non-exclusive and non-transferable, worldwide, fully paid limited license to use the ZLinked CLIENT data for the purpose of promoting the business of ZLinked CLIENT and the Network through the relationship with COMPANY created by this Agreement.

NO WARRANTIES; LIMITATION OF LIABILITY: COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY ASSURANCES OR PROMISES OF ANY LEVEL OF SUCCESS, RESULTS, OR PERFORMANCE IN CONNECTION WITH ANY CAMPAIGN. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (WHETHER OR NOT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, BE GREATER THAN THE AMOUNTS PAID TO COMPANY HEREUNDER. ZLinked CLIENT'S sole remedy, and the absolute limitations of liability on behalf of COMPANY for failure of delivery of all or a portion of a Campaign, for any breach of this Agreement, or for any damage alleged by ZLinked CLIENT shall be limited to either: (a) a refund of part or all, as applicable, of the monies paid by ZLinked CLIENT for such undelivered portion; or (b) COMPANY'S delivery of a "make good" Campaign under terms acceptable to both parties, such acceptance shall not be unreasonably withheld.

Force Majeure: Without limiting the foregoing, COMPANY will have no liability for any

failure or delay caused by a force majeure event, including but not limited to, government action, fire, flood, earthquake, power loss, riot, explosion, embargo, act of terrorism, work slowdown or any other event beyond COMPANY's reasonable control.

Governing Law; Venue: These Terms shall be construed in accordance with and governed by the laws of the State of Texas without regard to principles of conflicts of law. Each party consents to the exclusive jurisdiction and venue of the courts of Houston, Texas, for the resolution of any action arising out of these Terms.

Miscellaneous: These Terms, and those contained within the Online Interface ("Full Terms"), constitute the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties regarding the subject matter contained herein. These Full Terms may be amended only by a writing executed by a duly authorized representative of each party. Each party is an independent contractor and not a partner, joint venture or employee of the other. All notices shall be sent to the addresses or contact information set forth in the Campaign parameters. If any provision of these Full Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Full Terms, which shall remain in full force and effect. The waiver of any breach or default of these Full Terms will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. The obligations in Sections 1, 2, 3, 4, 5, 6, 7, 8,

9, 10, 11, 12, 13, and 14 shall survive termination of this Agreement.

Notices: Any notice, consent, approval, complaint, request or other written communication given or required under this Agreement (except for the defined cancellation procedure defined in item 2 above) must be sent by first class mail, postage prepaid, or by an overnight delivery service such as FedEx or United Parcel Service, and addressed by the CLIENT, at the address shown in the COMPANY'S records, or from the CLIENT to COMPANY c/o the COMPANY, at:

Zlinked Marketing & Advertising 800 Minot Ct., Arlington, TX 76001