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## Advertising Insertion Order

New Account  Repeat

Today's Date \_\_\_/\_\_\_/\_\_\_ Account # \_\_\_\_\_ Print Rep. Name \_\_\_\_\_

### Advertisers

Legal Company Name (please print): \_\_\_\_\_ Contact: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Contact's e-mail address: \_\_\_\_\_ Website: \_\_\_\_\_

Billing Address: (if different) \_\_\_\_\_

### Advertising Agency

Legal Company Name (please print): \_\_\_\_\_ Contact: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Contact's e-mail address: \_\_\_\_\_ Website: \_\_\_\_\_

Billing Address: (if different) \_\_\_\_\_

Advertisers agree to purchase, and to pay Red Square Media for, the Advertising noted in this Insertion Order (the "Advertising"). Advertiser shall pay Red Square Media Inc. the Total Cost in Advance.

**Term:** Advertising Shall begin on the Start date and end on the earlier of: (a) the End Date, or (b) the date on which the entire number of Impression's have run (the "Termination Date")

Start Date	End Date	RSM Site*	Section **	Type of Ad Unit ***	# of Impressions	Rate ***	Total Cost

#### PAYMENT METHOD

Cash with Order  Visa  Master Card  Amex  Discover  Check# \_\_\_\_\_

Name of a Cardholder \_\_\_\_\_ Address: \_\_\_\_\_

Card # \_\_\_\_\_ Exp.Date: \_\_\_/\_\_\_/\_\_\_ Sec.Code: \_\_\_\_\_

Signature: \_\_\_\_\_

**\*\*Note:** Red Square Media does not guarantee placement for Display Advertising. Positioning indicates Advertiser's preference but is not guaranteed. Unless stated otherwise, Advertising shall be placed monthly in roughly equal amounts. Each of these terms shall have the definition noted in the Advertising Rate Card on the RSM Site(s).

**\*\*\*Ad Unit** means banner, tile, text tile, right rail, links, etc.

**\*\*\*\* Subject** to revisions in Red Square Media Rate Card pursuant to Section 8 of the attached Terms and Conditions.

Services: If Red Square Media is to provide any creative (other than creation of one banner ad), hosting or development services, Advertiser must sign a separate TI Services Agreement. Please ask your Red Square Media sales representative about the availability of Advertising Services.

BY SIGNING BELOW AND/OR USING THE ADVERTISING, YOU AGREE TO ALL TERMS ABOVE AND TO THE ATTACHED TERMS AND CONDITIONS AND THE TERMS AND DEFINITIONS IN THE ADVERTISING RATE CARD POSTED ON THE TI SITE(S). Representations and promises made by sales representatives are not binding or valid unless accepted in writing by Red Square Media This Agreement shall be binding only when signed by both parties.

### Advertiser:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Red Square Media:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**1. Advertising.** Unless otherwise agreed, Advertiser shall provide all content for all Classified Advertising at least twenty-eight days prior to the date the Advertising will first run, and Advertiser shall provide all content for all Display Advertising at least seven days prior to the date the Advertising will first run. Advertiser shall be solely responsible for all content of all Advertising and shall have the right to review such Advertising upon request. Display Advertising ordered hereunder will be published on a space-available basis; Classified Advertising ordered hereunder will be published in accordance with the terms on the front of this Agreement. All Advertising must comply with Red Square Media standard advertising policies and practices and its privacy policy. Red Square Media may reject or remove any Advertising (or any portion thereof) at any time for any reason. Once placed, Advertiser may cancel or replace the creative copy for individual Advertisements only with 48 hours prior notice to Red Square Media. If Display Advertising is based on a specified number of impressions, an impression will be counted according to Red Square Media standard practices. Display Advertising may include a link to advertiser's Web site, provided however that Advertiser may not interfere with a user's ability to link back to the Red Square Media Web site by using the "back" button on their browser or any other standard means of linking.

**2. Payment.** Unless "Approved Credit," "Automatic Bank Withdrawal" or "Credit Card Billing" is agreed to by Red Square Media, Advertiser shall pay Red Square Media in advance for all amounts due under this Insertion Order. Payment is due in full when contract is executed. If the "Approved Credit" box on the front of this form is checked, and unless otherwise agreed by Red Square Media, Advertiser will pay Red Square Media monthly in arrears and payment is due 15 days after the end of each calendar month for Advertising in that month. Advertiser waives any dispute regarding the invoice unless raised in writing within thirty (30) days of the invoice date. If "Automatic Bank Withdrawal" or "Credit Card Billing" is checked, Advertiser authorizes Red Square Media, or its designee, successor or assign, to automatically withdraw (monthly in advance) from Advertiser's bank account or to bill Advertiser's credit card, the full amount of any fees and other sums as due in conjunction with this Insertion Order. In the event of Advertiser's default of any obligations under this Insertion Order, Advertiser agrees to pay, and authorizes the debit of its bank account or credit card, for the full amount due and for any costs incurred by Red Square Media in connection with collecting such amounts. Any payment, whether paid by debit or other means, that is not honored by Advertiser's bank or credit card for any reason will be subject to a \$25 service fee per transaction rejected, the amount of which may be debited from Advertiser's bank account or credit card. Advertiser further authorizes its bank to accept and charge any debit entries initiated by Red Square Media to its account. This authorization remains in full force and effect for the Term. Late payments shall be subject to a surcharge which shall be the greater of (a) the amount of interest accrued at the maximum rate permitted by law from the due date through the payment date; or (b) 25% of the amount outstanding. Advertiser shall be responsible for all costs incurred by Red Square Media in connection with the collection of any amounts owing hereunder, including, without limitation, collection fees, court costs and reasonable attorneys fees. If this Insertion Order is placed by an advertising agency, Advertising Agency (i) shall be jointly and severally liable to Red Square Media (along with the Advertising Agency's client) for payment for all advertising placed and invoiced by Red Square Media, regardless of any contrary language in any past, contemporaneous or future writing, and regardless of whether the identity of Advertising Agency's client is known to Red Square Media; (ii) agrees Red Square Media will not be bound by any terms, conditions or provisions in any document contrary to the terms of this insertion order; and, (iii) represents and warrants that, as agent for its client, it has all necessary authority to enter this agreement and place advertising order with Red Square Media

**3. Early Termination.** If all Display Advertising listed in this Agreement is displayed prior to the Termination Date, this Agreement shall terminate as of the date all Advertising has been displayed and all amounts due shall accelerate and become immediately due and payable. In addition, if Advertiser does not fulfill its commitment to place all Advertisements as stated on the front of this Agreement; or if this Agreement is terminated (a) because of Advertiser's breach prior to the end of the Term; (b) by Advertiser prior to the display of all Display Advertising noted on the front of this Agreement; or (c) by Advertiser prior to the Termination Date noted on the front of this Agreement, then Advertiser shall pay Red Square Media the greater of: (y) the full amount stated in this Agreement for all Advertising (placed and not placed); or (z) the following amount for Advertising that was displayed: the difference between (A) the value of the Advertising actually displayed at Red Square Media highest rates for similar advertising, and (B) the amount paid for the Advertising at the rates in this Agreement. All such amounts shall accelerate and become immediately due and payable on the date of termination.

**4. Ownership.** Red Square Media shall own all right, title and interest in and to all content on the Red Square Media Web site and all other content, html and code created by Red Square Media. Nothing in this Agreement or otherwise shall preclude Red Square Media from using any code, design, idea, concept or material used in connection with this Agreement on behalf of itself or any third party. Red Square Media shall own all right, title and interest in and to any data about users of any Red Square Media Site. Red Square Media reserves the right to change the design, look and feel of its Web site(s) at any time for any reason. Advertiser authorizes Red Square Media to bring any claims Red Square Media may in its reasonable discretion choose to pursue to prevent third party use of the content or data contained in any Advertising, without Advertiser's consent.

**5. Representations and Warranties/Indemnity.** Advertiser represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it owns (or has the right to use) all content, including all trademarks and copyrighted material, provided to Red Square Media or otherwise used by Advertiser pursuant to this Agreement; (c) the Advertising and any other content published or displayed pursuant to this Agreement will not violate or infringe any law, rule, regulation or right of any third party; (d) it will fulfill all representations and commitments made in any Advertising; and, (e) it will act at all times in accordance with all applicable laws, rules and regulations. Advertiser shall indemnify, defend and hold harmless Red Square Media, its affiliated companies, and each of their officers, directors, shareholders, employees, representatives and contractors, from every claim, liability, expense or injury related to any allegation regarding: the breach of any representation or warranty made, or failure to perform any obligation undertaken, by Advertiser pursuant to this Agreement; Advertiser's person, property or assets; the content of, or representations made in, any Advertising or on Advertiser's Web site; and, any other content, material or information provided, created or used by Advertiser. Red Square Media will have the right to control the defense of any claim involving Red Square Media

**6. Limitation of Liability.** If Red Square Media is unable to publish any Advertisement for any reason, Red Square Media shall at its option either (a) provide substitute advertising of comparable value, or (b) refund to Advertiser a pro rata portion of the fee Advertiser has paid to Red Square Media. Such remedy shall be Advertiser's sole remedy for Red Square Media failure to provide Advertising. IN NO EVENT SHALL Red Square Media BE LIABLE TO ADVERTISER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER Red Square Media HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Red Square Media BE LIABLE TO ADVERTISER FOR ANY AMOUNT GREATER THAN THE AMOUNT PAID BY ADVERTISER TO Red Square Media UNDER THIS AGREEMENT FOR THE MOST RECENT THREE-MONTH PERIOD PRIOR TO ANY ALLEGED CLAIM BY ADVERTISER. Red Square Media EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING Red Square Media SERVICES OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTY REGARDING (A) THE NUMBER OF PERSONS WHO WILL ACCESS THE ADVERTISEMENT, ANY Red Square Media SITE OR THE ADVERTISER WEB SITE; (B) ANY BENEFIT ADVERTISER MIGHT OBTAIN FROM ANY ADVERTISING; AND (C) THE SPEED, ACCESSIBILITY, OPERATION OR FUNCTIONALITY OF ANY ADVERTISING TO BE DISPLAYED. All of the rights and protections granted or otherwise afforded Red Square Media hereunder shall also apply to Classified Ventures.

**7. Termination.** Red Square Media may terminate this Agreement immediately if Advertiser or Advertising Agency fails to make any payment required herein, or if Advertiser or Advertising Agency breaches any other portion of this Agreement. Upon termination, all amounts due under this Agreement shall immediately become due and payable.

**8. Terms of Service/Rate Card.** This Agreement expressly incorporates the terms and conditions of Red Square Media Advertising Rate Card, the Application for Credit, and the Terms of Service posted on any Web site where Advertising appears. If there is any conflict between the provisions of any such policies or documents, the agreements shall have the following priority: (a) the terms on the front of this Insertion Order; (b) the Terms of Service; (c) these Terms and Conditions; (d) the Application for Credit; then (e) the terms of the Rate Card. Red Square Media may revise its Rate Card at its sole discretion at any time, and such changes shall apply to this Agreement prospectively, provided that Red Square Media notifies Advertiser at least thirty (30) days prior to the effective date of any such changes. Advertiser may cancel this Agreement without penalty upon providing Red Square Media written notice within thirty (30) days of Red Square Media rate change notification. Red Square Media may revise the design, look and feel of its Web site(s) at any time for any reason, and such changes shall apply to execution of this Agreement prospectively, provided Red Square Media notifies Advertiser at least ten (10) days prior to the effective date of any such changes.

**9. Force Majeure.** Except for payment obligations, neither party shall be liable for failure to perform any obligation required under this Agreement when such failure is due to fire, flood, labor trouble, unavoidable accident, legal restrictions, electronic or electrical interference, telecommunications difficulties, system failure, technical failure, failure of any third party system or product, or any other cause beyond the control of that party.

**10. Entire Agreement.** Except as otherwise noted herein, this Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and cancels all prior and/or contemporaneous agreements between the Parties, whether expressed or implied, written or oral, including any Agreement provided to Red Square Media by Advertiser. Failure of Red Square Media to enforce any right under this Agreement shall not be construed to, and shall not, waive Red Square Media right to enforce any portion of this Agreement. Advertiser may not transfer or assign any of its rights under this Agreement. This Agreement may be modified only by a written document signed by both parties.

**11. Governing Law.** This Agreement and the validity thereof shall be construed, interpreted and enforced pursuant to and in accordance with the substantive law (excluding choice of law provisions) of the State of New York. The Parties agree that any action related to this Agreement or its terms may be brought only in a federal or state court sitting in New York, NY.