

<b>PUBLISHER:</b>			
MicroGoal, Inc. / DBA "Express Courier" Address: 231 174 Street, # 917, Sunny Isles Beach, FL 33160 Tel / Fax: 305-936-9367 Email: mail@expresscourier.info			
<b>ADVERTISER:</b>			
Name: RUSSIAN & TURKISH BATHS		Phone: 305-867-8316	Fax: 305-861-7432
Address: 5445 Collins Ave Miami Beach			
Website:		E-mail:	
Contact: Boris Tuberman	Title:	Phone: 305-861-7432	E-mail:
<b>ADVERTISEMENT:</b>			
Start from issue 472	Ad Size: Size #7: ~1/6 of page (W:250 mm X H:63 mm)		Price per issue: \$34.00
Quantity of issues: 52	Discount(%): 41	Discounted Price: \$20.00	Full color: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Charge per issue: \$0.00
Artwork: <i>Furnished</i> <input type="checkbox"/> by Publisher <input checked="" type="checkbox"/> by Advertiser		Charge: \$0.00	Total Amount: \$1040.00 X 2 = \$2080.00
Special instructions: Two ads in each issue of Express Courier (\$40 per issue)			

## TERMS AND CONDITIONS

**APPLICABLE LAW AND VENUE.** By placing advertising with Publisher, Advertiser agrees to be bound by these Terms and Conditions, which shall be governed and interpreted solely in accordance with the substantive law of the State of Florida (without regard to that State's conflict of laws) and the Federal laws of the United States (if applicable). Advertiser further agrees that any dispute or claim concerning advertising submitted hereunder shall be exclusively litigated in a court having competent jurisdiction in Dade County, Florida, which Advertiser agrees shall have personal jurisdiction over them.

**COPYRIGHT AND USAGE INDEMNITY:** Advertiser, who provides to the Publisher any material, including advertising copy, photographs, text or inserted media containing any advertising copy, text, photographs, moving pictures, music, data or other intellectual property, as broadly understood, for inclusion in the Publication shall indemnify and hold harmless the Publisher, its officers, agents, employees, attorneys, successors and assigns from any and all claims arising out of or relating to the material provided, its contents or subject matter or arising out of the use of any inserted media or electronic material, including claims for violation of copyright, trade secret, patent or claims for other damages which may arise out of the Publication or the installation and use of any computer program, data, or content contained therein. This indemnity shall include reimbursement for all of Publisher's costs, including attorney's fees and costs associated with the defense of any action brought against the Publisher resulting from use or inclusion of the allegedly infringing or harmful material. Advertiser warrants and represents that any material submitted to Publisher is original, does not violate any law or infringe the copyrights, trademarks, trade names or patents of, and contains no matter which is libelous, an invasion of privacy, an unlawful appropriation of the name or likeness, or is otherwise injurious to the right of any other person, and that Advertiser has obtained all necessary consents prior to submission to Publisher. Advertiser assumes all liability for all content (including, but not limited to, texts, representations, names, photographs, and illustrations) of advertisement. Advertiser is solely liable for compliance with all applicable local, state and federal law, all laws regulating advertising, the collection of user data and equal opportunity laws. Advertiser is solely liable for truthfulness of advertising and fulfillment of all promises made in advertising, advertising coupons, contest promotions, contest entry forms and surveys. Advertiser is solely responsible for complying with all local, state and federal law in administering contests and coupons.

**PUBLISHER'S DISCRETION.** Publisher may, at any time and without liability:

- (a) Cancel or reject any ad, even if previously accepted by Publisher, if Publisher, in its sole discretion, considers its form or content or links to other web sites (for online ads) to be misleading, in bad taste, adverse to public interest, in violation of applicable law, or otherwise inappropriate for the character of the publication or web site in which it is to be displayed;
- (b) Place the word "advertisement" with any ad copy, which, in Publisher's sole discretion, resembles editorial material;
- (c) In its sole discretion, determine ad location and/or position in the publication or web site, if no exact location/position is specified in the applicable insertion order;
- (d) Refuse to publish future ads, if Advertiser or Agency has failed to pay an advertising account when due, has paid with a bounced check or other uncollectible funds, or has otherwise breached the terms and conditions of any ad insertion order or other agreement with Publisher.

**TERMS OF SALE:** Advertiser may not use any space for advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser authorize any others to use any advertising space. Payment in advance is required for all new advertisers and all advertisers who have not established credit with Publisher. Payment is due upon receipt of invoice. An account balance older than 10 days is considered past due and \$25.00 late fee will be charged. A monthly finance charge of 1.5% (or such other maximum amount as is permissible by law) will be added to all invoices after 30 days (annual interest rate 18%).

**ADVERTISEMENT:** The acceptance of advertisement for publication by the Publisher is upon the basis of these conditions and no modification or amendment thereto shall bind the Publisher unless agreed in writing. The Publisher reserves the right to refuse, omit, alter, suspend or withdraw all advertisements which do not meet with its approval without incurring any liability towards the Advertiser. The Publisher shall not be bound by any conditions, printed or otherwise, appearing on order blanks or copy instructions when such conditions conflict with the provisions set forth here.

**ADVERTISER'S REP. SIGNATURE:** \_\_\_\_\_

**POSITION PLACEMENTS:** Key placements are a first come-first serve basis when space permits and is up to the discretion of the editorial department. Orders or contracts that specify position will be considered by the Publisher to be requests only. The publisher will not be bound to requests for specific positions, other than covers, and has the right to determine actual position. No credits and/or "make-goods" are offered for position errors.

**SUBMITTING AD COPY:** The quality of material supplied by Advertiser will be the responsibility of Advertiser. Advertiser recognizes that the quality of reproduction of an advertisement is largely dependent on the quality of the material furnished by the Advertiser, including, and without limitation, the quality of the graphics, copy, type, etc. The Advertiser must supply copy as a digital file. The Advertiser must adhere to the Digital Specification issued by the Publisher. In the event that the digital file does not comply with the Digital Specification, the Publisher reserves the right in its absolute discretion to reject the copy in which case the Advertiser will be asked to re-supply. If Advertiser fails to re-supply, the Publisher reserves the right in its absolute discretion to omit the Advertisement and to charge for the Advertisement in full notwithstanding that the Advertisement has not appeared. If, due to time constraints, the Publisher has to repair or rectify the file, the Publisher will notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect. Publisher is not responsible for any loss or damage to any material of the Advertiser while such material is in transit, or in the possession of the Publisher. After performance of the insertion order the Advertiser shall be responsible for collecting all related materials which Advertiser requires from the Publisher's premises. The Publisher reserves the right to destroy all artwork which has been in its possession for more than six months and no liability shall be attached to the Publisher in respect of such destruction.

**DEADLINE FOR SUBMITTING ADS AND CHANGES.** Ad copy and signed advertising insertion order must be RECEIVED by Publisher no later than the applicable Deadline. Otherwise Publisher, in its sole discretion and without liability, may refuse to run a submitted ad. Advertiser will be responsible for payment of reserved advertising space regardless of whether materials are submitted. Any request to change an ad must be written and signed by Advertiser and **RECEIVED AND CONFIRMED IN WRITING** by Publisher no later than the applicable Deadline. Otherwise Publisher, in its sole discretion and without liability, may refuse to change the ad and ad will be repeated as published in the previous issue.

**PUBLISHER'S ARTWORK:** Advertisers may contact the Publisher for assistance in preparing advertisements for an additional fee in accordance with Rate Card... Any original art or design created on behalf of the Advertiser by the Publisher shall remain property of the Publisher. As such, it cannot be reproduced without Publisher's prior written consent and arrangement with the Publisher, which may include, but is not limited to, fees and restrictions. Publisher has the right to charge the Advertiser for unauthorized use of the Publishers artwork duplicated in any other reproductions or publications with 50% of the price for the size in Publisher's Rate Card similar to the size of unauthorized reproduction. It is expressly agreed that no other printed or electronic advertising media shall have any right to reproduce or use, for any commercial purpose, by photographic offset process or any other method of direct reproduction, any part or all of any advertisement printed in Publisher's media without the written consent of the Publisher. It is further understood, however, that nothing in this insertion order shall preclude the Advertiser from supplying to other publications similar or identical material or information for the production of advertisements by such other publications, or from suggesting the content or form of any such advertisement, so long as the work of the Publisher and its media shall not be directly reproduced by photographic offset process or other method of direct reproduction.

**ADVERTISING PROOF:** If ad copy was prepared or changed by Publisher, a proof of the ad will be faxed or e-mailed to Advertiser. (The production time-line does not allow proof to be mailed). Advertiser is responsible for checking a proof for corrections and providing Publisher with prompt notice of errors or changes. Proof must be signed by Advertiser and faxed or delivered to Publisher within Publisher's deadline. If proof is not returned, it is mutually understood and agreed that said proof shall be assumed to be correct and the ad will appear as was faxed or e-mailed and Publisher will not be held responsible for any errors thereafter. If ad was furnished by the Advertiser to the Publisher, no proof of the ad will be required and issued by Publisher and ad will be published as received.

**LIMITATION OF LIABILITY.** Except for refund of monies paid for an ad, Publisher shall not be liable to Advertiser in the event it fails to publish an ad or the ad contains errors attributable to Publisher. For online ads, Publisher shall not be liable to Advertiser for failure to deliver cited impressions. **UNDER NO CIRCUMSTANCES SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR LOSS OF GOODWILL, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH ANY SUCH CLAIM MAY BE BASED.** Publisher shall not be liable to Advertiser for any delays in the production or distribution of the publication or web site in which an ad is to be displayed, if caused in whole or part by acts of God, governmental or quasi-governmental entities, fires, floods, labor or material shortages, transportation interruption of any kind, systems or other technological failures affecting Publisher's web site, or any other event beyond its reasonable control. Publisher shall not be liable for any error in published advertising unless a proof of the advertisement returned in writing to Publisher clearly marked for corrections prior to the applicable publishing deadline established by Publisher. If an error occurs in published advertising which was properly corrected on the advertising proof, Publisher's liability for such an error shall be limited to the credit for the advertising space occupied by the error. Publisher shall not be liable for omission of an advertisement submitted for publication except that Publisher shall credit Advertiser with the value of the omitted advertising space already paid for. Any rescheduled run of the omitted advertisement shall be at Advertiser's cost. All claims for adjustments for errors or omitted advertising must be made within twenty (20) days from the scheduled date of publication. Publisher shall not be liable for any consequential damages, whether or not foreseeable, which may occur because of an error in or an omission of a part or the whole of any advertisement, or for the failure to print or distribute an advertisement. Publisher is not responsible for errors in key numbers. The Publisher shall not be responsible for typographical or minor errors in advertisements which do not substantially affect the sense of the advertisement. In the case of a booked series of advertisements, the Publisher does not accept responsibility for errors in copy of any nature after the first insertion. Advertiser must notify the publisher of the error in time to enable Publisher to make the correction before the second insertion. Credit, if allowed, shall be for the first insertion only and may be given in the form of republication of the corrected ad. No adjustment will be made where advertiser is responsible for the error. The Publisher shall in no respect whatsoever be responsible for effectiveness for the Advertiser's purpose of the advertisement. The Publisher accepts no responsibility for damage to or loss of artwork. Publisher will not be held responsible for quality of printing or for delivery dates of the newspaper. Publisher does not guarantee any given level of readership. The Publisher will not be mediator for any advertiser/reader disagreements or business transactions. Any advertiser or reader complaint is to be handled directly with the parties involved.

**insertion order CANCELLATION:** Publisher reserves the right to cancel this insertion order upon 10 days written notice to Advertiser. In the event of such cancellation, publisher shall refund any unused fees paid by Advertiser. Publisher shall not be liable to Advertiser for any loss resulting from such cancellation. Refund shall be the sole and exclusive remedy of advertiser. If the Publisher considers it necessary to modify space of insertion or make any other alteration Publisher shall notify the Advertiser and the Advertiser has the right to cancel the insertion order if the alterations requested are unacceptable, unless such changes are due to circumstances beyond the Publisher's control.

**CANCELLATION OF THE insertion order BY ADVERTISER SHALL NOT BE EFFECTIVE UNLESS WRITTEN NOTICE OF CANCELLATION RECEIVED AND CONFIRMED IN WRITING BY PUBLISHER PRIOR APPLICABLE PUBLISHER'S DEADLINE.**.. Covers are non-cancelable.

Date: \_\_\_\_\_

Authorization by Advertiser' Representative:

*I hereby agree to the terms and conditions, rate, and size stated on this insertion order, and hereby authorize the insertion of advertising.*

Advertiser's Rep. Signature \_\_\_\_\_ Full Name \_\_\_\_\_ Title \_\_\_\_\_

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Publisher's confirmation: order received \_\_\_\_\_ confirmed by \_\_\_\_\_