

Out and About Mom Online Advertising Terms and Conditions

1. **ADVERTISING.** The Advertiser shall purchase the online advertising space at the rate listed and for the duration specified in the Insertion Order, which is incorporated herein by reference. The Insertion Order, together with these Terms and Conditions, shall constitute the Agreement between the Advertiser and Out and About Mom, herein referred to as "the Company". The Advertiser is responsible for providing all materials for the advertisement, including the URL link.

2. **POSITIONING; USAGE.** Position of advertisements on OutAndAboutMom.com is at the sole discretion of the Company. The Advertiser acknowledges that the Company has not made any guarantees with respect to usage statistics or levels of impressions for any advertising. The Company may provide the Advertiser with estimated usage only as a courtesy to the Advertiser and shall not be held liable for any claims relating to said usage statistics. Any information collected by the Company relating to users or the Advertiser's site (including and without limitation any demographic information relating to users of the site), shall be property of the Company, and the Advertiser shall not obtain any rights in such information by virtue of this Agreement.

3. **REJECTION OF ADVERTISEMENTS.** The Company may, at its sole discretion, reject any advertisements. In addition, the Company reserves the right to cancel any advertisement, order or reservation at any time and to reject any URL link embedded within any advertisement.

4. **COPYRIGHT.** All advertising, which shall be provided by the Advertiser, remains the property of the Advertiser, including all rights of copyright therein. The Company understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertising, nor can the Company use it anywhere else on OutAndAboutMom.com except where expressly authorized by the Advertiser.

5. **PAYMENT.** Advertisement(s) must be prepaid by the Advertiser prior to launch. Payment is due within five (5) business days of approval by the Company of both the Insertion Order and the advertisement. Approvals by the Company shall be made via email to the Advertiser or their authorized representative. Delay in payment may result in loss of available ad space.

6. **TAXES.** Prices do not include tax. In the event that any federal, state, or local taxes are imposed on the sale of online advertising, such taxes shall be assumed and paid by Advertiser.

7. **CANCELLATION.** Refunds will not be given for advertisements cancelled by the Advertiser. In the event that the Company deems it necessary to cancel a specific advertisement or no longer supports online advertising on OutAndAboutMom.com, for which payment has been received, a refund will be issued to the Advertiser, which shall be prorated according to the remaining duration of the period specified on the Insertion Order.

8. **TIMING.** The Company will launch the Advertiser's advertisement on the first day of the month following the receipt of the Insertion Order, advertisement and payment from the Advertiser, and the ad will appear on OutAndAboutMom.com through the last day of the period specified on the Insertion Order.

9. **INDEMNIFICATION.** The Advertiser agrees to defend, hold harmless and indemnify the Company, its officers, directors, members, and employees from and against all claims, losses, judgment, damages, costs, and expenses, of any nature whatsoever, including but not limited to reasonable attorneys' fees, for which the Company may become liable by reason of its publication of the Advertiser's online advertising.

10. **LIMITATION ON LIABILITY.** The Advertiser assumes all liability for content of advertising. Liability for typographical errors, wrong insertions, late publications, and/or non-publication as well as all other matters the Advertiser might raise relevant to this Agreement, is limited to the amount charged to the Advertiser by the Company for the applicable advertisement. Claims for such matters must be made within seven (7) days of the matter's first occurrence. THIS LIMITATION OF LIABILITY IS A CONDITION FOR THE ACCEPTANCE OF ANY ADVERTISING BY THE COMPANY. IN NO EVENT SHALL OUT AND ABOUT MOM BE LIABLE TO ADVERTISER OR TO ANY THIRD PARTY FOR ANY INDIRECT,

SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT OR THE PUBLICATION OF OR FAILURE TO PUBLISH ANY ADVERTISEMENT, WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. FORCE MAJEURE. Each party hereto shall be excused from liability to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls or regulation of federal, state, or local governments, or other causes beyond its reasonable control.

12. ASSIGNMENT. This Agreement may not be assigned or transferred by the Advertiser.

13. GOVERNING LAW. This Agreement is governed by the substantive laws of the State of Connecticut.

14. BINDING TERMS AND CONDITIONS. By signing and submitting the Insertion Order, the Advertiser certifies that he or she has read and agrees to the Terms and Conditions set forth herein.

Revised as of 1/28/13