

GENERAL TERMS AND CONDITIONS

The sale or provision of any goods or services by Publisher, including without limitation, advertisements, inserts, digital Services, commercial print orders or other goods or services (collectively, "Services") to any customer, including any advertiser or advertising agency (hereafter, an "Advertiser") shall be subject to these general terms and conditions (the "General Terms and Conditions"). Unless otherwise mutually agreed in writing, any agreement between Publisher and Advertiser for Services (a "Service Agreement") shall be deemed to include these General Terms and Conditions. These General Terms and Conditions are in lieu of and replace any and all terms and conditions set forth in any documents issued or to be issued by Advertiser, including, without limitation, any purchase orders. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY ADVERTISER AT ANY TIME ARE HEREBY OBJECTED TO BY PUBLISHER, SHALL BE WHOLLY INAPPLICABLE TO ANY SERVICE PROVIDED BY PUBLISHER AND SHALL NOT BE BINDING IN ANY WAY ON PUBLISHER. No waiver or amendment to these General Terms and Conditions shall be binding on Publisher unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of Publisher.

1. Advertisements.

(a) Right to Reject. Publisher has the right, in its sole and absolute discretion, to reject any advertisement or any portion thereof. Publisher's publication of an advertisement shall not affect its right to reject such advertisement for further publication thereafter.

(b) Effect of Submission of Ads. Submission of an advertisement to Publisher does not constitute a commitment by Publisher to publish the advertisement. Publisher accepts advertising only by publishing such advertisement. By submission of an advertisement to Publisher, Advertiser acknowledges that (i) these General Terms and Conditions apply to all Services of Publisher unless modified, superseded or otherwise altered by a written instrument signed by an authorized agent of Publisher, and (ii) insertion orders containing disclaimers are not acceptable and are not legally binding or valid.

(c) Alteration of Ads. Publisher reserves the right to alter any advertising material in order for the material to conform to its current mechanical specifications. The rates stated in the Service Agreement shall remain the same upon a reduction in the size of any advertisement as long as the advertisement maintains the same proportion of the entire page.

(d) Proofs. Publisher may furnish to Advertiser, upon written request, a proof of the advertisement as set for insertion and shall make all corrections and changes that Advertiser may request, provided that Advertiser returns such proof with all corrections or changes noted prior to established deadlines before it is to be published. If the proof is not returned before that time, Publisher may regard the advertisement as correct and may publish it. In that event, Publisher shall not be liable for any errors that may exist therein. Advertiser shall pay the scheduled composition charge for any change it makes in the proof for the advertised copy. Advertiser accepts liability for any proofs changed, corrected or approved by agents of Publisher on behalf of Advertiser and waives any claim for error against Publisher or its agent.

(e) Errors. Publisher shall not be responsible for proofreading advertising copy or other material supplied by Advertiser for publication, or for errors contained in the advertising or other material supplied by Advertiser and published without alteration, unless a proof is returned prior to established deadlines for corrections to be made before the advertisement is published. If Publisher does not correct any timely and properly noted errors, its liability shall be only for that portion of the cost of such advertisement as the space occupied by the noted error. Publisher's responsibility will be limited to the first publication of the advertisement since it is Advertiser's responsibility to inform Publisher of errors in advertisements.

(f) Omissions. Publisher's failure to insert any advertisement in any issue of any publication (including failure to run an insert on the designated publication date or running the wrong insert) shall be deemed immaterial, and shall not be considered a breach by Publisher of any Service Agreement. If copy for an advertisement or an insert is submitted in accordance with the provisions of a Service Agreement with Publisher and that copy or insert is omitted from one or more issues of the publication of Publisher in which it was to be published, Publisher's sole obligation and Advertiser's sole remedy shall be for Publisher to publish the identical advertisement or an advertisement of the same size, or to place the insert, within a reasonable time after the date of such omission in a subsequent issue of the publication.

(g) Acceptance of Services. All claims pertaining to errors or omissions in Services or for shortages or delays must be made by Advertiser in writing within thirty (30) days after the scheduled publication in which the Services appeared or were scheduled to appear or the Services of Publisher shall be deemed accepted by Advertiser; provided, however, that if Advertiser has knowledge of an error prior to publication and with respect to a production run of the publication which could give rise to a claim and fails to advise Publisher in time to prevent the error, Publisher shall not be liable to Advertiser for any portion of the advertisement. Publisher is not responsible for errors involving orders, cancellations or corrections given orally. Written or facsimile confirmation of orders, cancellations or corrections must be received prior to Publisher's cancellation deadline. Publisher will publish advertisements and bill Advertiser for all Services that are not canceled prior to the deadline. Advertiser may be subject to a cancellation charge when such cancellation results in production delays.

(h) Positioning of Ads. Publisher does not guarantee positioning of advertisements, is not liable for failure to meet positioning requirements, and is not liable for any errors in key numbers. Unless otherwise agreed in writing, Publisher will treat all position stipulations on insertion orders as nonbinding requests. Publisher will not consider any objections to positioning of an

advertisement later than thirty (30) days after publication date. In the event Advertiser has paid a premium for a particular position, reimbursement for failure to publish in a particular position shall be limited to a refund of such premium paid by Advertiser.

(i) Classification of Ads. Publisher will not permit advertisements to be misclassified by Advertiser. Publisher reserves the right to classify ads under the proper heading.

(j) Truth in Advertising. Advertisers who are dealers, merchants or businesses must carry their corporate, business or trade names in all ads offering to buy, sell, rent or trade property or services and shall not advertise in a manner that is misleading to the public.

(k) Conversion of Ads to Other Formats. Publisher reserves the right to convert all advertisements published in print into digital and audio-text formats within other Publisher products, including the right to publish such advertisements electronically on the Internet.

2. Preprints. Preprint Advertisers are billed based on actual distribution within the purchased advertising zones which may vary slightly on a particular day. Publisher will not be responsible, nor provide billing or rate adjustments, for shortages resulting from these variances, including variances due to errors in the insertion or distribution process, shortages in Advertiser's delivery of preprints, Advertiser supplying overages when average circulation has been supplied to Advertiser, and inserts that are not within Publishers insert specifications. In the event Advertiser supplies preprints quantities in excess of supplied distribution quantity for ordered publication and date, Publisher reserves the right, in its sole discretion, to do any of the following: (a) insert surplus preprints into other publications of Publisher and bill Advertiser applicable rates per publication, (b) return surplus at Advertiser's expense, or (c) destroy surplus without liability to Advertiser for cost of surplus.

3. Ad Servers. Publisher may use third party ad servers for its ad serving and reporting functions and to track delivery of internet impressions. Such ad servers may vary depending on Publisher's internet site being tracked and are subject to change at Publisher discretion, and such applicable ad servers(s) shall be the official counter(s) for determining impressions delivered. Unless Publisher permits tracking of delivery through Advertiser's proprietary or subcontracted third party ad server whose identity is set forth in an applicable agreement with Publisher as the "Permitted Ad Server", Advertiser's proprietary or third party ad server reporting is not permitted. Certain types of advertising are not permitted to be tracked by other ad servers and therefore other ad servers will not be permitted in such circumstances. Advertiser may not substitute the Permitted Ad Server specified in an agreement with publisher without Publisher's written consent. In the event a Permitted Ad Server is used, Publisher and Advertiser agree to give reciprocal access to relevant and non-proprietary statistics from both ad servers, or if such is not available, provide placement-level activity reports to each other. If Publisher's ad server measurements exceed those produced by the Permitted Ad Server by more than 10% over the invoiced period, Advertiser will facilitate a reconciliation effort between Publisher's ad server and such Permitted Ad Server.

4. Rate Card. All Service Agreements are subject to the rates and conditions set forth in the Rate Card of Publisher as issued from time to time. Publisher reserves the right to revise rates and to modify the conditions contained in the Rate Card of Publisher with thirty (30) days prior notice to Advertiser.

5. Advertisers Right to Cancel. Advertiser shall have the right to cancel its Service Agreement without penalty of Short Rate Charges (i.e., the increased cost of Services when rates are calculated based upon non-agreement rate and the Service Agreement rate) for an unfulfilled Service Agreement at any date upon which new rates are to be effective by written notice to Publisher not less than ten (10) days prior to such effective date, provided that Advertiser's right to cancel its Service Agreement shall not apply to new rates based on increases in postal rates for any products delivered via U.S. mail. Cancellations of unfulfilled Service Agreements not subject to a rate increase are subject Short Rate Charges. Such adjusted charges shall be due and payable to Publisher, upon presentation of an invoice to Advertiser.

6. Publisher's Right to Cancel. Publisher may cancel a Service Agreement at its option upon written notice to Advertiser upon the occurrence of any of the following: (i) Advertiser's failure to pay any amounts owed to Publisher within thirty (30) days of when due; (ii) if Advertiser becomes insolvent or files an assignment for the benefit of creditors; (iii) if any bankruptcy proceeding is commenced by or against Advertiser; (iv) if Advertiser assigns or attempts to assign, in whole or in part, its rights under the Service Agreement without prior written consent of Publisher; (v) breach of any representation or warranty of Advertiser or the failure by Advertiser for any reason to carry out its obligations under a Service Agreement; and (vi) at any time upon thirty (30) days written notice by Publisher to Advertiser. Should Publisher cancel a Service Agreement, no Short Rate Charge will be used unless Advertiser's account is delinquent. Upon cancellation of a Service Agreement by Publisher, Advertiser shall immediately pay for all advertising published at the rate earned for the amount of space actually used according to applicable Rate Card of Publisher in effect at the time of cancellation.

7. Service Agreements – Self-renewing and Rates. All frequency and annual dollar volume Service Agreements may automatically renew if the required frequency or dollar volume is achieved during the Service Agreement period provided that either party may elect not to renew by giving notice in writing at least thirty (30) days prior to the end of the then existing term of the Service Agreement of its intention not to renew Service Agreement. Annual dollar volume Service Agreements may be renewed at the level

achieved during the Service Agreement year and rates will be based upon applicable Rate Card in effect at time of renewal. No rebates for upgrades will be given. Service Agreements subject to Short Rate Charges are void and must be re-signed with a new effective date. Should Advertiser elect to cancel a Service Agreement prior to the end of the Service Agreement period, Publisher may elect to apply Short Rate Charges to all applicable advertising at appropriate Service Agreement level based upon advertising volumes. Should Advertiser run a sufficient volume of advertising to qualify for the next Service Agreement level, Advertiser may upon signed and written agreement between Publisher and Advertiser begin to receive the rate of the next Service Agreement level.

8. Representations and Warranties of Advertiser. Advertiser hereby represents and warrants that it assumes full responsibility for the content of all advertisements published pursuant to written or unwritten Service Agreements; that such advertisements shall contain no libelous, tortious or unlawful statements; and that the publication thereof shall not constitute unfair competition, unfair trade practice, infringement of copyright, trademark, trade name or other proprietary or statutory right, or an invasion of privacy of others. Advertiser further represents and warrants that all products and services referred to in the advertisements to be published are of merchantable quality and are as represented in such advertisements; that the advertising, sale and furnishing thereof as contemplated in such advertisements complies with all applicable laws; and that all consents required by law or agreement as a condition to the publication of the advertisements shall have been obtained prior to the submission of such advertisements to Publisher for publication.

9. Indemnification of Publisher. Advertiser shall indemnify and hold harmless Publisher and its affiliates, and their respective officers, directors, owners, employees and agents against any and all liability, loss, damage, cost or expense, including attorney's fees and expenses, resulting from any claim or litigation based upon any alleged facts which, if true, would constitute a breach by Advertiser of any of the foregoing representations and warranties of Advertiser. Publisher shall have the right to defend any suit through counsel of its own choice and to make Advertiser a party to such suit.

10. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH WITHIN THESE GENERAL TERMS AND CONDITIONS, PUBLISHER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED.

11. Limitation of Liability. IN NO EVENT SHALL PUBLISHER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST SALES OR PROFITS BASED ON BREACH OF WARRANTY, BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED AS TO THE POSSIBILITY OF SAME. In no event shall Publisher's liability for the performance or nonperformance of Services, or otherwise, exceed the amount actually paid to Publisher by Advertiser for the defective Services at issue. The foregoing is intended as a complete allocation of the risks between the parties. Because the bargain struck and the price paid for Services reflect such allocation this limitation upon remedies will not have failed of its essential purpose.

12. Payment Terms. Advertiser shall pay all invoices upon presentment. Payment is due in full within the terms identified within invoice. Payment of account is not dependent upon receipt of tear sheets, either physical or electronic. Advertiser waives any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher in writing within thirty (30) days of the invoice date. All prices are stated, and all payments must be made in U.S. Dollars. Payments made by Advertiser and not honored (NSF Check and Bank Draft) by the bank are subject to a \$25.00 charge.

13. Delinquent Accounts. When any part of an account for Services becomes delinquent (30 days from date of invoice), then the entire amount owed shall become due. In this event, Advertiser shall pay for Services actually used according to the rate earned, per Rate Card in effect, at the time of the delinquency. For past due accounts, Publisher also reserves the right in its discretion to do one or more of the following, in addition to any other remedy it may have: (a) to require prepayment of all existing and future Services until the balance has been paid in full and satisfactory conditions allow for the reinstatement of credit, (b) to suspend Services (including without limitation publishing of advertisements, or placing inserts in publications) until the account becomes current, or (c) terminate the Service Agreement without notice. Advertiser agrees to pay interest on all delinquent amounts due Publisher at the rate of 1½% per month (18 percent annum), or the maximum rate allowed by law, whichever is less, until paid in full. In addition, Advertiser shall be liable to Publisher for all collection costs, including attorney's fees, incurred by Publisher to effect collection of Advertiser's account.

14. Taxes. With the exception of Commercial Printing services where all applicable sales tax is included in the price, or otherwise indicated, prices do not include, and Advertiser is responsible for and agrees to pay all sales, use, value added, excise and all other federal, state or local taxes and customs duties associated with the Services, however designated, except for taxes on Printer's net income or taxes for which Advertiser provides Publisher with a proper tax exemption certificate.

15. Ad Agencies. Advertiser and its Advertising Agency shall be jointly and severally liable for the payment of all bills and charges made. Advertiser authorizes Publisher, at Publisher's election, to tender any invoice or bill to Advertiser's Advertising Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and its Advertising Agency. Payment or nonpayment by Advertiser to its Advertising Agency shall not

discharge Advertiser's or its Advertising Agency's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claims as between Advertiser and its Advertising Agency.

16. Force Majeure. Publisher shall not be responsible or liable for any damages to Advertiser for a breach of any Service Agreement or the failure to perform any Services if such breach or failure is due to any act of God, governmental authority, or war, terrorist act, riot, labor stoppage or slowdown, fire, flood, severe weather, earthquake, accident, telecommunications or network failures, failure of the Internet, electrical outages, or any cause beyond Publisher's control (any such event a "force majeure event"). Advertiser at its election may have any Services which Publisher failed to perform due to a force majeure event (a) performed in a future issue of the publication (e.g., publication or insertion of an advertisement in a future issue of the publication in which the advertisement was to appear), subject to these General Terms and Conditions, or (b) to forgo the Services and not be charged by Publisher for such Services.

17. Relationship. Nothing contained in any Service Agreement or in these General Terms and Conditions shall be construed to place Publisher and Advertiser in a relationship as partners, joint venturers, or principal and agent, respectively.

18. Governmental Regulations. The terms of any Service Agreement and these General Terms and Conditions are at all times subject to governmental proclamations, laws and regulations now or hereafter in effect, pertaining to priorities, allocations, prices and other such acts affecting the perform of Services by Publisher.

19. Severability. These General Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions

20. Miscellaneous. Insertion orders and orders for Services are accepted by Publisher subject to these General Terms and Conditions. Terms, conditions, rates or agreements not set forth herein or in then-current rate schedules are not binding on Publisher. Customer Service Representatives and Account Managers of Publisher are not authorized to modify these General Terms and Conditions. The provisions of sections 1, 8 through 15, 17, 19 and 20 of these general Terms and Conditions shall survive any cancellation, termination or expiration of any Service Agreement. Any Service Agreements and these General Terms and Conditions shall be governed and construed in accordance with the laws of the state of Nevada, without regard to its conflicts of law principles. The parties agree to promptly and voluntarily submit to the exclusive jurisdiction of the Nevada state courts located in Carson City, Nevada and the United States District Court for Nevada located in Reno, Nevada, with respect to any legal proceedings arising out of any Service Agreement or these General Terms and Conditions, waiving all defenses with respect to jurisdiction, forum and venue. Any action against Publisher, including without limitation, claims pertaining to defects, errors or omissions in the goods or Services provided by Publisher, warranty claims, or errors in billing, must be brought by Advertiser within one (1) year of when the cause of action arose against Publisher, regardless of Advertiser's lack of knowledge of the claim. These General Terms and Conditions, together with terms and conditions set forth in any related Service Agreement (a) contain the entire agreement between Publisher and Advertiser relating to the Services, and (b) shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties. The paragraph headings contained herein are for the convenience of reference only and shall not be construed so as to affect the interpretation or construction of any substantive provision hereof.

These General Terms and Conditions apply to Services provided by Swift Communications, Inc. and all of its affiliates.