

TERMS AND CONDITIONS

ACCEPTANCE

By submitting your BANNER ADVERTISING ORDER to Ron lakin Photography, you, the Advertiser or its agency (collectively “Advertiser”) Agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual Ron lakin Photography Product or Service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions and shall govern the BANNER ADVERTISING ORDER (hereinafter, “ORDER”), superseding all terms therein except for those relating to advertisement scheduling and pricing.

CONDITIONS AND RESTRICTIONS ON USE

All Banner Advertising Orders are subject to acceptance by Ron lakin Photography. Ron lakin Photography reserves the right to refuse or cancel any Advertising Order, without cause, at any time. The Standard Terms and Advertising Order shall be collectively known as the “Order.” Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement.

1. Terms of Agreement.	The term of this Agreement, commences on the Placement Start Date set forth by the Advertising Order and terminates Placement End Date.
2. Terms of Payment.	The Advertiser must pay to Ron lakin Photography the amount owed in the Advertising Order within one calendar week of the Placement Start Date. In the event of any failure by Advertiser to make timely payment, The Advertising Order will be suspended until payment is received and the Advertiser will be responsible for all reasonable expenses (including attorneys’ fees) incurred by Ron lakin Photography in collecting such amounts. All payment amounts in this Agreement are in U.S. dollars and are exclusive of any applicable taxes and shall be made free and clear of, without reduction for, (and Participant shall be responsible for and shall indemnify Ron lakin Photography against) any applicable U.S. and foreign, state, and local taxes; value-added or sales taxes; duties or levies and assessments, howsoever designated or computed, pertaining to the payments under this Agreement (excluding taxes based upon the net income of Ron lakin Photography). Participant shall promptly furnish Ron lakin Photography with tax receipts evidencing the payment of any taxes referred to in the preceding sentence. Ron lakin Photography and Participant shall cooperate with each other in minimizing any applicable tax and in obtaining any exemption from or reduced rate of tax available under any applicable law or tax treaty.
3. Positioning.	Except as otherwise expressly provided in the Advertising Order, positioning of advertisements within the mauieexplored.com website or on any page is at the sole discretion of Ron Lakin Photography.
4. Renewal	Except as expressly set forth in the Advertising Order, any renewal of the Advertising Order and acceptance of any additional advertising order shall be at Ron lakin Photography’s sole discretion. Pricing for any renewal period is

	subject to frequent change by and is solely at Ron Lakin Photography's discretion.
5. No Assignment or Resale of Ad Space.	Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to Ron Lakin Photography.

6. Provision of Advertising Materials.	(a) Advertiser will provide all materials for the advertisement in accordance with Ron Lakin Photography's policies in effect at the time, including without limitation the manner of transmission to Ron Lakin Photography and the lead-time prior to publication of the advertisement. Ron Lakin Photography shall not be required to publish any advertisement that is not received in accordance with such. All changes to advertisement placements must be made in writing to mauieexplored@ronlakin.com and prior to the lead-time deadline. Advertiser hereby grants to Ron Lakin Photography a nonexclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit, and distribute the advertisement and all contents therein in accordance herewith. (b) If Advertiser uses third parties to serve the advertisement hereunder ("Third Parties"), Advertiser shall be responsible for such Third Parties complying with the terms of this Agreement. No refund will be provided.
7. Statistics.	Unless specified in the Advertising Order, Ron Lakin Photography makes no guarantee with respect to usage statistics or levels of impressions or click-throughs for any advertisement.
8. Right to Reject Advertisement.	All contents of advertisements (including those served by Third Parties) are subject to Ron Lakin Photography's approval. Ron Lakin Photography reserves the right to reject or cancel any advertisement, Advertising Order, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by Ron Lakin Photography that any placement thereof may degrade the graphic quality of mauieexplored.com or may subject Ron Lakin Photography to criminal or civil liability).
9. No Warranty.	Ron Lakin Photography MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

10. Limitations of Liability	<p>In the event that Ron Lakin Photography fails to publish an advertisement in accordance with the schedule provided in the Advertising order, or in the event that Ron Lakin Photography fails to deliver the full time period of the Advertising Order (if any), or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Advertising Order, the sole liability of Ron Lakin Photography and exclusive remedy of Advertiser shall be limited to placement of the advertisement at a later time in a comparable position, until the total advertising time is delivered. In no event shall Ron Lakin Photography be liable for any act of omission, of Third Parties (if any). IN NO EVENT SHALL Ron Lakin Photography BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF Ron Lakin Photography HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Ron Lakin Photography's AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY Ron Lakin Photography FROM ADVERTISER FOR THE ADVERTISING ORDER GIVING RISE TO THE CLAIM. Without limiting the foregoing, Ron Lakin Photography shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any</p>
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	<p>other condition effecting production or delivery in any manner beyond the control of Ron Lakin Photography. Advertiser acknowledges that Ron Lakin Photography has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.</p>
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<p>11. Advertiser's Representations; Indemnification.</p>	<p>Advertiser represents and warrants to Ron Lakin Photography, and Third Parties (if any), that Advertiser holds all necessary rights to permit the use of the advertisement by Ron Lakin Photography for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of advertisement, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to indemnify, defend and hold Ron Lakin Photography and Third Parties (if any) harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) breach of any of the foregoing representations and warranties, or (ii) any third-party claim arising from use of or access to the advertisement under this Agreement or any material to which users can link, or any products or services made available to users, through the advertisement under this Agreement.</p>
<p>12. Cancellation.</p>	<p>Except as otherwise provided in the Advertising Order, the Advertising Order is non-cancelable by Advertiser. If Advertiser cancels the Advertising Order, in whole or in part, Advertiser agrees that the fees for the Advertising Order are non-refundable.</p>
<p>13. Construction</p>	<p>No term or condition other than those set forth in the Standard Terms or in the Advertising Order relating to advertisement scheduling and pricing shall be binding on Ron Lakin Photography unless in writing and signed by duly authorized representatives of the parties. In the event of any inconsistency between the Advertising Order and the Standard Terms, the Standard Terms shall control. This agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Advertiser, including Advertiser's Advertising Order, and Advertiser hereby disclaims any terms therein, except for terms therein relating to advertisement scheduling and pricing.</p>

<p>14. Termination; Effect of Termination</p>	<p>In the event of a material breach by Advertiser, Ron Lakin Photography may terminate this Agreement immediately without notice or cure period, without liability to Ron Lakin Photography. In the event of any termination, Advertiser shall remain liable for any amount due under an Advertising Order for advertisement delivered to Ron Lakin Photography and such obligation to pay shall survive any termination of this Agreement. If the parties contemplate any provision to survive any termination or expiration of this Agreement, such provision shall survive such termination or expiration.</p>
<p>15. Miscellaneous.</p>	<p>This Agreement: (i) shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law; and (ii) This Agreement may be amended only by a writing executed by a duly authorized representative of each party. Advertiser shall make no public announcement regarding the existence or content of the Advertising Order without Ron Lakin Photography's prior written approval, which approval shall not be unreasonably withheld. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. Any notices under this Agreement shall be sent to the addresses set forth in the Advertising Order (or in a separate writing) by facsimile or nationally recognized express delivery service and deemed given upon receipt. The waiver of any breach or default of this Agreement 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. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.</p>