

1. **Agreement.** These Terms and Conditions together with payment constitute a binding agreement between the Advertiser(s) identified on payment receipt ("Advertiser(s)[s]") and CBP Publishing Company ("CBP"). The Agreement may not be assigned or transferred by the Advertiser(s).

2. **Advertising.** The Advertiser(s) shall purchase the online advertising package at the current rate and for the duration specified on the payment receipt.

3. **Payment.** Advertiser(s) shall pay in full for listings with the option of four quarterly payments for display ads/banners at the published rate(s). CBP reserves the right to request full or partial payment before publishing any advertisement and to cease publishing any advertisement when payment for previous advertising is more than 30 days overdue. In the event any account becomes past due, in addition to such other remedies as it may have, the full amount of the account shall immediately become due and payable by Advertiser(s). Advertiser(s) is responsible for all expenses incurred in connection with the collection of past due amounts payable, including reasonable attorney's fees and costs.

4. **Positioning.** Except as otherwise expressly provided on advertising receipt; positioning of advertisements is at the sole discretion of the CBP. Advertiser(s) acknowledges that CBP has not made any guarantees with respect to usage, statistics, or levels of impressions for any advertising except where expressly stated in the Receipt. To the extent CBP provides Advertiser(s) with estimated usage it does so only as a courtesy to Advertiser(s) and shall not be held liable for any claims related to usage.

5. **Rejection of Advertisements.** Notwithstanding anything in this Agreement to the contrary, CBP reserves the right to reject or cancel any advertisement at any time, for any reason (including but not limited to the CBP's belief that the advertisement conflicts with CBP policy or association objectives, competes with CBP products or services, is false or misleading, may degrade the graphic quality of the CBP website, or may subject CBP to criminal or civil liability).

6. **Indemnification.** Advertiser(s) assumes all liability for content of advertising and agrees to defend, hold harmless, and indemnify CBP from all claims, losses, judgments, damages, costs and expenses of any nature whatsoever, including but not limited to reasonable attorney fees, for which CBP may become liable by reason of its publication of the Advertiser(s)'s advertisements.

7. **Liability Limitation.** Liability for typographical errors, wrong insertions, late publications, and/or nonpublication, or other Association nonperformance is limited to the amount charged to the Advertiser(s) by CBP. In no event shall CBP be liable to Advertiser(s) 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.

8. **Force Majeure.** Neither party shall be held responsible for delay or failure in performance under this Agreement caused by acts of God, fires, floods, strikes, terrorism, work stoppages, breakdown of equipment, government action, Internet or website downtime, or other causes beyond the affected parties' reasonable control.

9. **Cancellation.** Advertisements scheduled for insertion may be cancelled by the Advertiser(s) if CBP is notified in writing on or before the copy deadline date of scheduled publication. When

an Advertiser(s) cancels all or part of multiple ads/listings, the Advertiser(s) is responsible for payment of the rate differential resulting from such cancellation.

10. **Governing Law.** This Agreement is governed by the laws of the State of North Carolina without regard to its conflict of laws rules or principles.

11. **Severability.** The terms of this agreement are independent of each another, so that if a term in the agreement is deemed unenforceable by a court of competent jurisdiction, the agreement as a whole will not be deemed unenforceable.

12. **Termination.** CBP shall be entitled to terminate this Agreement with or without cause upon 30 days written notice to Advertiser(s). In the event of termination under this paragraph, CBP shall refund or credit Advertiser(s) for the unused pro-rata portion of the price of the advertising purchased.

09-26-2016