

TI SERVICES, LLC ("TI") WEBSITE "myTitleIns.com"
ADVERTISING SUBSCRIPTION AGREEMENT
 Subscription Account Number: _____

A. <u>ADVERTISER'S INFORMATION</u>	
Company Name: _____ ("Advertiser")	
Address: _____	
City / Town, State & Zip _____	
Telephone: _____ Fax: _____	
Website URL: _____	
Contact Person: _____ Email: _____	

B. <u>REQUESTED ADVERTISING SPECIFICATIONS</u> (visit Website Advertising Program for AD information)	
Advertising Program:	Home Page Program _____
File Type:	JPG _____ GIF _____ PNG _____
Ad Type:	Fixed _____ or Rotating _____ (max 3 rotating Ads per ad location number)
Flash & Animation:	Not Allowed
Resolution:	72 DPI
Advertisement URL Link:	_____
Ad Position No.:	_____ Ad Size: _____ Mo. Fee: _____ Term: _____
Ad Start Date:	_____

C. <u>ADDITIONAL PROVISIONS</u>
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This Advertising Subscription Agreement is subject to the **TI SERVICES, LLC WEBSITE "myTitleIns.com"** ADVERTISING SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS ("Terms and Conditions"). If not attached, the Terms and Conditions are available for download, printing, and review at www.myTitleIns.com or by contacting **TI** at its address or number(s) below. This Advertising Subscription Agreement and the Terms and Conditions form the entire and only agreement between Advertiser and **TI** regarding Advertiser's subscription of and **TI's** providing the services set forth in the Advertising Subscription Agreement and Terms and Conditions ("Agreement").

This Agreement is agreed to by the undersigned parties, this _____ day of _____, 201_____

(ADVERTISER) _____ By: _____ Its: _____ Dated: _____	TI SERVICES LLC 6200 W. Mansfield Ave. Unit 50 Denver, CO 80235 Tel: 303-795-1667 Fax: 303-795-1668 _____ By: _____ Its: _____ Dated: _____
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TISERVICES, LLC WEBSITE "myTitleIns.com"
ADVERTISING SUBSCRIPTION AGREEMENT
TERMS AND CONDITIONS

Subscription Account Number: _____

These Terms and Conditions together with the Advertising Subscription Agreement form the Agreement between **TI** and Advertiser (the "Parties" and each a "Party") regarding Advertiser's purchase of the services set forth in the Advertising Subscription Agreement and as further described and provided for in these Terms and Conditions. Capitalized terms not defined in these Terms and Conditions have the meanings given them in the Advertising Subscription Agreement.

1. **Services.** During the Term **TI** will display the Advertisement (as described in the Advertising Subscription Agreement) on the Website. **TI** makes no representation or warranty regarding the other advertisers that are shown on the website and/or in the same rotating ad location.
2. **Fees.** Fees are due on the first (1st) day of each consecutive month of the Term and must be sent **TI** at the address for it listed in the Advertising Subscription Agreement. Unpaid or late Fees shall accrue interest at the rate of one and one-half percent (1.5%) per month. **TI** may suspend providing the services under the Agreement in the case of nonpayment or late payment, without terminating the Agreement. Fees are not refundable or prorated once the advertisement has been posted to the website for the agreed monthly term.
3. **Advertisement.** Advertiser grants **TI** a non-exclusive, non-transferable, royalty-free license to display the Advertisement for purposes of the Agreement. At all times during the Term, Advertiser covenants, represents, and warrants the Advertisement shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance or regulation; (c) be defamatory or libelous; (d) be pornographic or obscene or inconsistent with the purpose of the Website; (e) violate any laws regarding unfair competition, antidiscrimination or false advertising; or, (e) contain viruses, or other similar harmful or deleterious programming routines. Advertiser shall be solely responsible for delivering the Advertisement to **TI**. **TI** may refuse to display an Advertisement it determines in its sole discretion does not fit the intent and content of the website and/or violates this Agreement.
4. **Deletions & Modifications of Advertisement Information.** During the term of the Advertisement should any of the advertisement information change, the Advertiser shall contact and inform **TI** through the website, of any changes. Should it be determined and verified by **TI** that the Advertiser is no longer in business and/or providing the advertisement product and/or service, **TI** shall then have the right without any liability to remove the advertisement from the website.
5. **Link.** At all times during the Term, Advertiser covenants, represents, and warrants: a) its website does not infringe or violate the copyright, trademark, or other rights of third parties, or any other law, court order, governmental regulation or other ruling of any governmental agency or entity; b) linking to its website will not subject **TI** to any liability or jeopardize **TI**'s ability to protect its rights or its property in the manner it deems appropriate; and, c) no part of its website will contain, or link to, content that may be interpreted as criminal, libelous, or obscene or which may infringe or violate any third party's rights.
6. **Warranty disclaimer.** **TI** provides the Website and services under the Agreement "As Is" and without warranty of any kind. **TI** does not guarantee continuous or uninterrupted display or distribution of the Advertisement. In the event of interruption, **TI**'s sole obligation shall be to restore service as soon as reasonably possible. **TI** makes no representation or warranty regarding the number of views.
7. **Liability limitation.** In no event shall **TI** be liable for any consequential, incidental, indirect, punitive, or special damages or for lost business or profits related to the Agreement. In no event shall **TI**'s liability to Advertiser exceed the Fees actually paid under the Agreement.
8. **Termination.** This Agreement will terminate upon the expiration of the Term. Also, the Parties may terminate the Agreement by mutual written consent. Otherwise, either Party may terminate the Agreement: (a) if the other Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy proceeding; or (b) in the case of a material breach on the part of the other Party, provided the non-breaching Party first notifies the breaching Party of the material breach(es) and affords the breaching Party ten (10) business days to cure the breach(es), failing which the Agreement shall be deemed terminated upon the expiration of this ten (10) business day period.
9. **Miscellaneous.** Colorado law will govern the Agreement. The Parties will maintain the fact of and terms of the Agreement as strictly confidential. No Party may assign the Agreement without the other's express written consent; however, **TI** may assign its rights and obligations under the Agreement to an affiliate, related, or subsidiary company in the normal course of business or in connection with a sale of **TI** or of all or substantially all of **TI**'s assets. Any other assignment shall be void and without force or effect. The Parties shall arbitrate any dispute regarding the Agreement before the AAA in Denver, Colorado, with the prevailing Party to recover its costs and fees. This Agreement is the entire and only agreement between the Parties regarding its subject matter, and all prior agreements between or among the Parties and related to the subject matter of the Agreement are of no force or effect. The individuals signing the Agreement (Purchase Order) personally represent, warrant, and covenant they have the authority to bind to the Agreement the Party on whose behalf they are signing it. Neither Party makes any representation, covenant, or warranty except as expressly set forth in the Agreement. This Agreement will not be construed against either Party by virtue of that Party having written all or any part of the Agreement. The Parties have had an opportunity to have counsel of their choosing review the Agreement. The failure on the part of a Party to enforce a term or provision of the Agreement will not constitute a waiver of the right to later enforce that provision. The Parties may not amend the Agreement except in a writing signed by both of them. The Parties may execute the Agreement in counterparts. Faxed or electronically stored executed copies of the Agreement will be regarded as originals of the Agreement. No third party may claim any rights under the Agreement.