

# TERMS AND CONDITIONS

1. This application will become a contract when signed or approved by the advertiser and accepted by the publisher. This contract contains the entire agreement between the parties hereto for the forthcoming issue and cannot be changed, altered or cancelled unless notice is received from advertiser by Design Wizards LLC dba Badlands Directory (Publisher) at its offices in Columbus, NE, by way of registered mail, within 7 days of signing. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein or written hereon, and no agent or employee of publisher has the authority to vary any of the terms of this application.
2. The directory advertising specified on the face of this contract is for insertion in the directory issue as indicated and the advertiser agrees to pay the charges as indicated on the face of this contract, plus all state and local taxes attributable thereto. Billing statements detailing such charges will be rendered monthly (or whatever interval is appropriate). All charges shall be due and payable on the due date specified on the billing statement. Any amounts not paid when due may thereafter bear interest at the rate of 1.33% per month, or the highest rate allowed by applicable law, whichever is lower, until paid in full. The Publisher reserves the right to apply all monies received, to the oldest account balance first. Advertiser also agrees to reimburse publisher for any expense incurred during the interim in the event of a cancellation.
3. Deposits made in accordance with this contract are refundable only at the discretion of the publisher. In the event the publisher agrees to cancel this contract, any payments or deposits made by advertiser may, at the discretion of the publisher, be applied to commissions, typesetting, and bookkeeping charges. No refunds will, however, be made unless and until all charges for commissions, typesetting, bookkeeping and any other charges incurred have been paid in full by the advertiser.
4. Publisher agrees to exercise reasonable care that the copy and listings are correctly printed in each directory issue. Proof of display space advertising copy will be shown to the advertiser only when the advertiser specifically requests in writing that proof be sent. If proof is mailed to an advertiser and said proof is not returned by advertiser within the time set forth on the proof sheet, it is mutually understood and agreed that said proof shall be assumed to be correct. It is further understood and agreed that advertising copy furnished must be acceptable to publisher, that publisher reserves the right at all times to reject any advertising matter which it deems objectionable, and that no specific position is guaranteed for advertising. Publisher reserves the right to change any classification headings that are shown on the face of this contract in order to maintain standardization of yellow page classifications that will best serve the purposes of the directory.
5. The firm name, address, and telephone number as shown on the face of this contract is the criteria for correctness in each directory as subscribed. Publisher is not responsible for telephone number changes made by any party. It is the responsibility of the advertiser to inform the publisher in writing of any change in address or telephone number seventy-five (75) days prior to any directory issue date.
6. The change in telephone number or address of a business or discontinuation of business after execution of the contract shall not be deemed as making this contract null and void.
7. The advertiser agrees that the publisher shall not be liable for errors or omissions in directory advertising beyond the amount paid for the item or items omitted, or in which errors occur, for the life of the issue of the directory involved. If an error should occur in display advertising, the following adjustment only will apply or be considered.
  - a. Wrong main number..... Maximum of 100%
  - b. Wrong alternate call number..... 15%
  - c. Wrong address (more than 4 digits)..... Maximum of 50%
  - d. Incorrect spelling of business name.....percentage will depend on severity
  - e. Incorrect spelling of a word.....none

No adjustment will be considered on free classifications
8. The advertiser warrants that he (it) is duly authorized to engage in the business or profession described by the classification designated, and further warrants that he (it) is the owner of, and entitled to use, or is duly authorized by the owner, and entitled to use, the copy, cuts and illustrations and any trade marks or trade names which may be specified and agrees to notify publisher immediately in writing of any change in such ownership or authorization. The advertiser agrees to defend, indemnify and hold publisher harmless from any and all claims, demands, suits, losses, damages and judgments which arise from or which are claimed to have arisen from the use of such copy, cuts, illustrations, marks and names, together with expenses, including attorney's fees and court costs incurred by publisher.
9. Applicant agrees to pay Badlands Directory for the advertising as stated on the reverse side. In the event of a default in the payment Badlands Directory may, at its option declare the entire amount of unpaid charges due and payable.
10. If the advertiser sells or assigns his business, then this contract will be considered as part of the sale and/or assignment and the amount of monies remaining due on the contract shall be paid out of the proceeds of the sale. The advertiser also agrees that any expenses incurred including reasonable attorney's fees, court costs, and other costs incurred by publisher to enforce the terms of this agreement or in the collection process be added to and become a part of the amount due.
11. In the event any part of this contract is determined by a court of competent jurisdiction to be void, then and in that event said void part of this contract shall be considered to be severable from the remaining provisions of this contract and the remaining provisions of this contract shall remain in full force and effect.
12. This agreement may be executed with facsimile signatures or scanned/mailed signatures and in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same original instrument.

## KEY TO ABBREVIATIONS USED

WHITE PAGES	YELLOW PAGES	DISPLAY ADVERTISING
White Regular Listing..... WRL	Regular Listing..... RL or SRL	Quarter Column..... QC
White Bold Listing..... SWBL	Bold Listing..... BL	Half Column..... HC
White Bold Listing Color..... SWBR	Alternate Call..... AC	Double Quarter Column..... DQC
White Trade Mark..... WTM	Extra Line (no number)..... EL	1/3 Page..... 1/3P
White Trade Mark Color.....WTMR	Space Listing.....HS	1/2 Page..... 1/2P
White Alternate Call..... WAC	(Size of space-2HS, 3HS, etc)	2/3 Page..... 2/3P
White Extra Line..... WEL	(Color in HS is Noted with an "X")	Full Page..... FP
	Trade Mark..... TM	
	Custom Trade Mark..... CTM	
	Trade Regular Listing..... TRL	Full Color In Space Listings Or Display Designated With An X
	Trade Bold Listing..... TBL	
	Trade Alternate Calling Listing..... TAC	
	Trade Name..... TN	