



# Advertising Partner Subscriber Agreement

Prepared for our Advertising Partner Subscribers  
By Jazz Artistry Now: an arts magazine



# ADVERTISING AGREEMENT

This Advertising Agreement (the "Agreement") sets out the terms and conditions upon which Jazz Artistry Now a division of the Artists Recording Collective LLC (the "Company"), being a company duly registered under the laws of Kansas with its registered address at Leavenworth, Kansas, engages the Subscribed Advertising Partner as documented individually by receipt (the "Advertiser"), as an advertiser for the Company (together, the "Parties").

WHEREAS: The main activity of the Company is publishing an arts magazine.

WHEREAS: The Advertiser provides advertising services as offered and described.

WHEREAS: The Company is desirous of engaging the Advertiser to provide advertising services on such terms as are set out throughout this Agreement and the Advertiser is desirous of being engaged by the Company to provide said advertisement on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

## 1. DEFINITIONS.

In this Advertising Agreement:

1.1 "Territory" shall mean where the publication is read available and read.

1.2 "Social Media" shall mean all forms of social media such as Facebook, Google+, LinkedIn etc.

1.3 "Ads" shall mean online advertisements.

1.4 "PPC" , "CPC" shall all mean Pay Per Click advertising.

1.5 "PPV", "PPM", "PPI", "CPI", "CPM" shall all mean Cost Per View advertising.

1.6 "Display Ads" shall means advertisements promulgated by any display

networks.

1.7 "SEO" shall mean Search Engine Optimisation.

1.8 "Video Advertising" shall mean advertising on Youtube.com, Vimeo.com or any other similar public or private video website.

1.9 "Viral Advertising" shall include all forms of viral advertising, stealth advertising and advertising using internet memes.

1.10 "Bonus Offers" shall mean the offering of any goods, services, ebooks or other benefit whatsoever whether or not of any real or perceived benefit or value as an incentive to the customer to purchase the goods or services of the Company.

1.11 "Fees" shall mean the Fees set out in Clause 4.

1.12 "Budget" shall mean the advertising Budget set out in clause 5.

1.13 Unless it is evident from the context and having regards to the generality of the Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.14 The heading names in this Advertising Agreement are provided as reference only and do not form part of this Advertising Agreement.

1.15 This Advertising Agreement may be executed in both English and other languages. If there is a conflict between this Agreement in its various translations the English version shall prevail.

1.16 The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Advertising Agreement.

1.17 This Advertising Agreement may be executed either in one original or in two counterparts.

1.18 The terms of this Advertising Agreement shall be deemed to be binding on

both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.

## 2. PROVISION OF INFORMATION

In order to enable the Advertiser to create and promulgate appropriate advertisements it may request the Company to provide the Advertiser with:

2.1 An executive summary of the Company and its area of operation.

2.2 A detailed description of the product or services being advertised including information relevant to advertising such as cost, payment means, refund policy etc.

2.3 An indication of the intended purpose of advertising (whether to promote a given product or service or raise brand or product awareness or both).

2.4 A detailed budget for advertising.

2.5 Access to their website traffic statistics in order to allow the Advertiser to tailor and improve the advertising as well as tracking commission, if applicable.

The performance by the Advertiser of its obligations under this Agreement is conditional upon receipt of the above and changes in these requirements must be notified in writing as soon as practicable.

## 3. FEES

In consideration of its services the Company agrees to pay the Advertiser the currently stated fees for each of the stated advertisement subscription options.

## 4. DURATION

This Advertising Agreement shall commence on the date of its execution and shall have effect until any of the following occurrences at which point the Agreement will end:

4.1 the failure of the Company to pay any fees due under this Agreement within 5 (five) days of them falling due provided that such delay was not expressly agreed between the Parties.

4.2 The provision of 14 (fourteen) days' notice in writing by either Party.

## 5. WARRANTIES AND INDEMNITIES

It is agreed that:

5.1 Both Parties warrant that they have the necessary power and approval to enter into this Advertising Agreement.

5.2 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Advertising Agreement.

5.3 The Advertiser undertakes to pause or stop all advertising on the express instruction of the Company in writing.

5.4 The Company undertakes to pay all Fees promptly and not to unreasonably withhold payment.

5.5 The Advertiser warrants that he/she will use only a) material expressly authorised by the Company or b) entirely original material and will not infringe the copyright of any third-party.

5.6 The Advertiser warrants the he/she will not use any false or misleading statements in their advertisements whether by statement, act, omission or implication.

5.7 The Advertiser warrants that he/she will not use any vulgar, offensive or disreputable means of advertising.

5.8 The obligations and benefits under this Agreement may be assigned by either Party provided that the other Party first agrees in writing to said assignment.

5.10 Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other Parties' duties under the Agreement.

5.11 Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal system stated in clause 9.

## 6. CONFIDENTIALITY

It is agreed that:

6.1 The Advertiser shall ensure that any confidential information or material which is obtained during the scope of this Advertising Agreement or in negotiation thereof is kept confidential including but not limited to the details of the means of advertising and the commission due or received under this Advertising Agreement.

6.2 The Company shall ensure that the details of the Candidate are kept confidential at all times and undertakes not to share this information with any third-parties.

6.3 The Advertiser undertakes that he shall not expose any confidential information except with the prior written consent of the Company or if directed to do so by a competent Court provided always that such information has not previously entered the public domain by other means.

6.4 The terms of clauses 6.1, 6.2, 6.3 shall apply indefinitely notwithstanding the termination of this Advertising Agreement.

## 7. VARIATION

Any variation to this Advertising Agreement shall be made in writing and posted.

## 8. NOTICES

Any notice served under this Advertising Agreement shall be made in writing and

shall be considered served if it is posted to JazzArtistryNow.com online. All notices shall be delivered and posted in English.

## 9. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

9.1 The Advertising Agreement is made "AS IS", with NO REFUNDS and entered into under the exclusive jurisdiction of the laws of the State of Kansas in the United States of America.

9.2 Disputes under this Advertising Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Kansas in the United States of America .

9.3 Notwithstanding the terms of 9.2 both Parties agree that this service is offered "AS IS" and without any further warranty or guarantee for success.