

TERMS AND CONDITIONS

PURCHASE OF ADVERTISING SERVICES

LocalBizNetwork, LLC or one of its affiliate websites sells to the small business owners or the agency that represents them (denoted as client hereafter), who purchases same, the services described on this contract (the "Advertising Services") for the indicated monthly or lump sum fee (the "Fees") and according to the current Terms and Conditions (the "Contract"). Following the date of the execution of this Contract, LocalBizNetwork, LLC will on or about the date purchased from this online website: provide the Advertising Services – publish the LBN Business Profile, submit the Profile for Google Indexing, and share the Profile link on all social media. LocalBizNetwork has the right to set up recurring fees for each of the website pages that were set up within the LocalBizNetwork, LLC portal. The client may cancel at any time.

COLLABORATION

The client shall respect stipulated product fulfillment data requirements and provide LocalBizNetwork, LLC all information as may be reasonably required to fulfill its obligation to automatically create website pages. Should the client not provide all information required, is unreachable despite numerous attempts, or fail to respect stipulated product fulfillment data, LocalBizNetwork, LLC, after a reasonable effort to communicate with the client, may begin billing the client the Fees and if possible, provide the Advertising Services as is. Most of the data entry for creating the website pages is on a 'Do it Yourself' setup. Help and support are always available if needed.

APPROVAL OF THE CLIENT'S WEBSITE PAGE

The client acknowledges that this automated website page for promotional purposes is strictly conditional upon LocalBizNetwork, LLC's approval of the client's content. Website pages with disapproved content will be deleted.

The client acknowledges that LocalBizNetwork, LLC will not conduct content checks for plagiarism and any violation with third parties regarding the client's webpage product and services. However, any type of pornographic content will not be permitted and will be deleted. Any type of hate content will be deleted by the company and have the right to do so.

LOCALBIZNETWORK

Small Business Marketing Leader

3141 Stevens Creek Blvd, #358

San Jose, CA 95117

(408) 359-2452

info@localbiznetwork.com

The client agrees that in the event of any changes in the client's Advertising Services (such as new products and services and other edits), the client should be able to log in and make the edits themselves. LocalBizNetwork, LLC will be available for support and help as well.

LocalBizNetwork, LLC may cancel this agreement if it deems, at its sole discretion, that the client's website content is not satisfactory for the search engines and company policy. The webpage created is for advertising purposes that will create visibility for the products and services displayed on the pages. The website page will be deleted if the client's credit card was rejected as fraudulent or expired.

The client acknowledges that there is no guarantee of an increase in sales or visibility for the products or services listed on the LocalBizNetwork, LLC platform.

VARIABLE TERM AND AUTOMATIC RENEWAL

Unless the product description states otherwise this Contract and the Advertising Services are automatically renewed for consecutive subsequent periods (each a "Renewal Period") equal in length to the initial term (the "Initial Term") (Renewal Period and Initial Term collectively referred to as the "Term"), unless the client gives LocalBizNetwork, LLC a written notice of non-renewal at least 30 days earlier (individually and collectively the "Non-Renewal Delays") before the end of the Initial Term or any Renewal Period.

The client acknowledges that LocalBizNetwork, LLC may, from time to time, change the pricing of the directory listing relating to the Advertising Services purchased and that any Initial Term or Renewal Period, typically of 12 months, may be reduced or increased, at LocalBizNetwork, LLC's sole discretion, and the corresponding Fees reduced or increased proportionally to the reduction or increase in the Initial Term or the Renewal Period. The parties agree that no adjustment to the Fees shall be made when the Initial Term or Renewal Period is not reduced or extended by more than 1 month.

INCREASE OF FEE

The Fees due according to this Contract may be increased annually by LocalBizNetwork, LLC, under its industry standard practices. The client shall pay LocalBizNetwork, LLC the increased Fees. The client has the right to cancel services by giving a written 30-day notice.

FEES AND LATE CHARGES

LocalBizNetwork, LLC will charge the client related to account activities including as well as collection efforts due for non-payment, returned or rejected payments (which shall also be

LOCALBIZNETWORK

Small Business Marketing Leader

3141 Stevens Creek Blvd, #358

San Jose, CA 95117

(408) 359-2452

info@localbiznetwork.com

considered as Fees). Non-sufficient funds fee of \$25 will apply to any payments returned from the client's financial institution.

DISPUTED FEES

The client may question or dispute any Fees. The client must do so within 90 days of the disputed charge or invoice date otherwise the client shall be deemed to have accepted the invoiced Fees. If LocalBizNetwork, LLC believes that the client's disputed amount(s) is well founded, then the disputed amount(s) shall not be considered past due.

BILLING INFORMATION

The client is responsible for ensuring that the billing information and payment information (including but not limited to name, mailing address, email address, telephone number, credit card information, and/or banking information) are accurate and current. The client, by providing its credit card, banking information, or any other preauthorized payment method to remit payment, authorizes LocalBizNetwork, LLC to charge the client's credit card for all Fees or amounts due under this Contract. The client must notify LocalBizNetwork, LLC of any changes to the billing and payment information. Should the client fail to update its billing information upon change with LocalBizNetwork, LLC, LocalBizNetwork, LLC may charge the client for any associated Fees it incurs because of said failure.

EARLY TERMINATION BY LOCALBIZNETWORK, LLC

LocalBizNetwork, LLC may terminate this Contract, or any portion of the services provided hereunder at any time for any reason by providing the client with a thirty (30) day written notice. Unless terminated because of the client's Default, LocalBizNetwork, LLC shall reimburse all Fees and other charges for untendered services paid by the client. That sum is paid as liquidated and ascertained damages by LocalBizNetwork, LLC to the client as full and final settlement and satisfaction of LocalBizNetwork, LLC's entire liability for any loss, damages, costs, and/or expenses suffered or incurred by the client arising from an early termination.

EARLY TERMINATION BY THE CLIENT

The client acknowledges that the Term is a material element of this Contract and an essential consideration for LocalBizNetwork, LLC's agreement to offer the Advertising Services.

For those clients located outside the United States of America, the client specifically renounces its right to terminate this Contract during the Initial Term, for any written reason. For any Renewal Period, the client may terminate this Contract for any reason by providing

LOCALBIZNETWORK

Small Business Marketing Leader

3141 Stevens Creek Blvd, #358

San Jose, CA 95117

(408) 359-2452

info@localbiznetwork.com

LocalBizNetwork, LLC with 30-day written notice, and the client shall then pay to LocalBizNetwork, LLC any amount owing under this Contract in respect of services which shall have been provided, or any amount incurred by LocalBizNetwork, LLC, up to the effective date of termination.

DEFAULT

The client shall be in default of this Contract should any one of the following occur (a) the client does not pay the Fees due according to this Contract; (b) the client ceases doing business (c) the client reproduces either a portion of or in its entirety the Advertising Services created by LocalBizNetwork, LLC in any other media without LocalBizNetwork, LLC's written consent; (d) the client doesn't fulfill or respect its credit conditions; or (e) the client breaches any other of its obligations under the Contract (hereinafter collectively referred to as a "Default");

On the occurrence of any Default, LocalBizNetwork, LLC may, without any liability, terminate this Contract immediately and/or suspend the Advertising Services upon 48-hour notice. Furthermore, in case of a termination, all Fees for the remaining Term under this Contract shall become immediately due and payable to LocalBizNetwork, LLC as liquidated damages.

NO REPRESENTATIONS BY LocalBizNetwork, LLC; NO WARRANTY OF SUCCESS FOR THE CLIENT

The client acknowledges that to promote the Advertising Services, LocalBizNetwork, LLC may convey data, including statistics, estimates of performance, or other types of information, which illustrate the results obtained by certain LocalBizNetwork, LLC clients, or average results obtained by certain groups of LocalBizNetwork, LLC clients. LocalBizNetwork, LLC declares that such data is, to the best of its knowledge, accurate and that said data has been obtained from credible and independent sources. The client also acknowledges that such data is conveyed solely for informational purposes, that LocalBizNetwork, LLC does not conduct any analysis regarding the client's business, and that consequently, the results obtained by the client may vary considerably from client to client.

THIRD-PARTY CONTENT

The client acknowledges and agrees that LocalBizNetwork, LLC may aggregate, display, and publish third-party content related to the client, as well as distribute or publish the client's content to third-party partners of LocalBizNetwork, LLC. Further, the client acknowledges and agrees that LocalBizNetwork, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with third-party content or the distribution or publishing of the client's content to third-party partners. The client releases

LOCALBIZNETWORK

Small Business Marketing Leader

3141 Stevens Creek Blvd, #358

San Jose, CA 95117

(408) 359-2452

info@localbiznetwork.com

LocalBizNetwork, LLC from all liability concerning third-party content or the distribution or publishing of the client's content to third-party partners. This applies to all clients irrespective of the business/owner's location.

CLIENT'S WARRANTY

The client warrants that it is authorized to publish the webpage under the heading and in the territory indicated, and to display the digital advertisement and the webpage on its website as a link. The client warrants that it holds all permits or licenses which may be advertised, including any license to practice issued by any professional or other regulatory body exercising its jurisdiction over the client's activities. The client further warrants that it holds all the rights to use the trademarks or trade names included in the digital advertisement and the webpage and that such use does not violate any provision of any law or statute, including the Trademarks Act, the Copyright Act, and any other law or statute relating to intellectual property (such as logo, content and any other graphic), and that LocalBizNetwork, LLC will in no way be held liable for the materials used by the clients.

To the extent LocalBizNetwork, LLC collects or otherwise processes personal information in the course of providing the Advertising Services, the client represents and warrants that LocalBizNetwork, LLC is authorized to process such information and that client has obtained all necessary consents and provided all necessary notices as required under applicable privacy laws.

LIMITATION AND EXCLUSIONS

The client acknowledges that LocalBizNetwork, LLC provides an exceptionally large number of advertising services and that errors may thus occur. LocalBizNetwork, LLC cannot provide Advertising Services, on an economic basis, without the benefit of a limitation of liability clause. Consequently, the client also acknowledges that such a limitation of liability clause is a material basis of this Contract and that such a limitation of liability constitutes an essential consideration of LocalBizNetwork, LLC's undertaking to offer the Advertising Services for the Fees agreed upon.

In the case of any error or omission in the Advertising Services, LocalBizNetwork, LLC's liability will be limited to the sum of the Fees due according to this Contract for the Initial Term or any applicable Renewal Period for the affected Advertising Services. The client acknowledges that the present limitation of liability equally applies to the client's internet provider and third-party vendors of LocalBizNetwork, LLC, if applicable. The client must notify LocalBizNetwork, LLC of

LOCALBIZNETWORK

Small Business Marketing Leader

3141 Stevens Creek Blvd, #358

San Jose, CA 95117

(408) 359-2452

info@localbiznetwork.com

any errors or omissions in the Advertising Services within 30 days of LocalBizNetwork, LLC having provided the Advertising Services. Should the client not notify LocalBizNetwork, LLC within the said notice period, the client shall forfeit all rights related to such errors or omissions. The webpages are internet based and should be editable at any time. But, if the search engines had picked up older content from the webpage, LocalBizNetwork, LLC will not be held liable for any type of third-party software behavior.

MODIFICATIONS TO THIS CONTRACT BY LocalBizNetwork, LLC

The client acknowledges that LocalBizNetwork, LLC may, from time to time, update these Terms and Conditions and the Advertising Services. LocalBizNetwork, LLC may modify the Advertising Services if said modification is to the advantage of the client or such modification does not substantially affect the rights and obligations of the client. The client is bound by any such modifications from the moment the client receives a notice to that effect.

ASSIGNMENT

LocalBizNetwork, LLC may assign this Contract or any of its obligations and any payment due under it to a third party without prior written consent from the client. The client may not assign this Contract without LocalBizNetwork, LLC's prior written consent. If the client sells its business or its assets, then the client shall promptly notify LocalBizNetwork, LLC and LocalBizNetwork, LLC may consent to the assignment.

LocalBizNetwork, LLC'S TRADEMARKS AND PROPERTY OF THE ADVERTISING SERVICES

The client acknowledges that it is not authorized to use LocalBizNetwork, LLC's name or any of its trademarks without the prior written consent of LocalBizNetwork, LLC. The client also acknowledges that LocalBizNetwork, LLC owns the intellectual property rights related to the Advertising Services, the business profile, and its features. The client undertakes not to reproduce the same without LocalBizNetwork, LLC's prior written consent. Notwithstanding the foregoing and provided the client is not in default of payment of Fees and as permitted by usage license, upon expiry of the Initial Term client may obtain all transferable intellectual property associated with their webpage and content that pertains to the client. In such an event, the client agrees to abide by LocalBizNetwork, LLC's suppliers' license agreements.

PRIVACY PROVISIONS

Personal information about clients will be used by authorized LocalBizNetwork, LLC employees to enable LocalBizNetwork, LLC to open and administer the client's account, meet its

LOCALBIZNETWORK

Small Business Marketing Leader

3141 Stevens Creek Blvd, #358
San Jose, CA 95117
(408) 359-2452
info@localbiznetwork.com

obligations under this Contract, and provide the requested Advertising Services to the client. Personal information we collect includes names, contact information, payment information, and, in some circumstances, credit history (with the consent of the client). Personal information may be shared with agents or contractors who provide services on behalf of LocalBizNetwork, LLC. Our written agreements with such agents and contractors ensure that personal information can only be used for the purposes for which it was shared and that these agents and contractors handle the personal information under LocalBizNetwork, LLC's Privacy Policy. Some of LocalBizNetwork, LLC's agents or contractors are in the United States of America or other jurisdictions such as India. As such, personal information may be stored in the United States or other jurisdictions and may be subject to foreign laws, which may require the disclosure of personal information to government agencies or law enforcement. The client may address a request for access or changes to their personal information. LocalBizNetwork, LLC may use the client's name, email address, street address, telephone number, and other general business information to send marketing communications about LocalBizNetwork, LLC's products and services. The client can opt-out at any time, upon request to LocalBizNetwork, LLC's Customer Service and, where applicable, by following the unsubscribe instructions in our marketing communications.

JURISDICTION

This Contract is governed by the laws applicable in Santa Clara County, USA where it is entered.

LANGUAGE

The parties acknowledge that they have requested that this Contract be drafted in the English language, although LocalBizNetwork, LLC deals with an international clientele where English may not be the primary language of choice.