

Valpak Digital Network Participation Agreement

ADDITIONAL TERMS AND CONDITIONS

The Following Terms and Conditions Apply to this Agreement:

Advertiser authorizes Valpak to distribute the digital material specified in the agreement. Valpak agrees to provide assistance in planning and preparation of your digital order. The advertiser agrees to honor each coupon that is presented to Advertiser by a recipient of the Valpak Digital Network in accordance with the terms or limitations printed on the coupon.

- **Interest:** Advertiser agrees to pay interest on all amounts past due at the rate of one and one-half percent (1 1/2%) per month, or an annual rate of eighteen percent (18%).

- **NSF Checks:** A \$25.00 fee will be assessed on all non-sufficient funds checks.

- **Cancellation by Advertiser:** In the event that Advertiser fails to satisfy the full duration of the agreement, advertiser understands he/she is responsible for 50% of the remaining balance. In the event Valpak decides to grant a cancellation request, Advertiser agrees to pay Valpak a sum of money equal to the total amount of all frequency discounts received by Advertiser under the contract.

- **Cancellation by Valpak:** Valpak reserves the right to cancel this Agreement at any time should Advertiser fail to pay timely any amounts owing hereunder, or if Valpak in its discretion determines that Advertiser has become insolvent or otherwise unable to perform any provision of the agreement, or if Advertiser fails to fulfill any of its obligations under this Agreement.

- **Proof of Digital Coupons:** A proof of Advertiser's digital coupons will be available to view before the digital network order goes live. Advertiser assumes responsibility for all errors in the copy proofread by the Advertiser.

- **Valpak Email Blasts:** Participation in the Valpak Email Blast is based on factors in which Valpak of San Antonio has no control. These factors are based on, but not limited to the following: type of business, business locations or service area, strength of offer, and the duration of the order.

- **No Warranty:** Valpak makes no warranties, express or implied, with respect to the service and product supplied hereby.

- **Product Liability:** It is the responsibility of Advertiser to insure against any product liability, negligence, or other claims arising out of the use or misuse of Advertiser's products or services. Advertiser agrees to indemnify, defend, and hold harmless Valpak and its employees, agents, and contractors from any and all such claims.

- **Valpak Liability:** Valpak's liability hereunder shall not exceed an amount equal to the total consideration actually paid hereunder by the advertiser to Valpak. This contract contains the entire agreement of both parties, in regards to the Valpak Digital Network product, no other promises or conditions in any other agreement whether oral or written apply.

- **Legal Proceedings:** In the event of suit to enforce any rights under this agreement, Advertiser agrees that a venue for such suit will lie exclusively in a court of appropriate jurisdiction in the county and precinct in which Valpak's principal place of business is located, as shown on this participation agreement.



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