

**Advertiser: General Terms and Agreements
Phoenix Rising Tour Company LLC (“Publisher”)**

Terms and agreements below apply to all orders of advertising units purchased by an advertiser (“Advertiser”) or its agency (“Agency”) on Phoenix Rising Tour Company (“Publisher”) website currently located at www.phxtours.com (“Website”), in the printed brochure and any other newspaper publications of Publisher (collectively, the “Brochure”), on related mobile applications (collectively, “Apps”) and/or on its other media/platforms (including, but not limited to, social media and email). Each such party acknowledges that the following additional terms and conditions are incorporated in and made a part of the Advertising Agreement. These Terms of Agreement, including the attached Advertising Agreement (along with any supplements, amendments, exhibits, schedules or addendums thereto, collectively, the “Agreement”), shall be binding upon the parties.

1. ADVERTISING ACCEPTANCE; PUBLISHER’S RIGHT TO REJECT OR ALTER

- (a) Submission of an advertisement to Publisher does not constitute a commitment by Publisher to publish the advertisement. Publisher accepts advertising only by publishing such advertisement.
- (b) Publisher reserves the right to alter any advertising material in order for the material to conform to its current mechanical specifications. The rates stated in the Advertising Agreement shall remain the same upon a reduction in the size of any advertisement as long as the advertisement maintains the same proportion of the entire page. Publisher rates are based on column inch size rather than actual published size, which may have shrinkage related to the printing process.

2. LAWFUL ADVERTISING; INDEMNIFICATION

Advertising Party and Advertising Agency, if applicable, jointly and severally represent and warrant that

- (a) any and all material submitted to Publisher (i) is accurate and original, (ii) does not violate any law or contract or infringe the copyrights, trademarks, trade names, patents or other intellectual property rights of any person, (iii) does not constitute unfair competition, and (iv) contains no matter which is libelous, an invasion of privacy or publicity, an unlawful appropriation of any name or likeness or is otherwise injurious to the rights of any person; and (b) each of Advertising Party and Advertising Agency, if applicable, has obtained all necessary consents for publication prior to submission to Publisher. Advertising Party and Advertising Agency, if applicable, jointly and severally agree to defend, indemnify and hold Publisher and its affiliates and their respective directors, officers, principals, managers, members, partners, shareholders, employees, and controlling persons and their affiliates (Publisher and each such person being an “Indemnified Party”), harmless from and against all damages to and liabilities resulting from or relating to demands, claims, actions or causes of action, assessments or other losses, costs and expenses relating thereto, interest and penalties thereon and attorneys’ fees, legal fees and any other expenses in respect thereof or in enforcing their rights hereunder, by reason of or resulting from or attributable to its breach of this Agreement, the publication of any advertisement by Publisher (whether or not Publisher assisted in the preparation of the advertisement), or the distribution of any sample product submitted by Advertising Party and/or Advertising Agency.

3. MATERIALS; COPYRIGHTS, TRADEMARKS AND INTELLECTUAL PROPERTY.

Advertiser grants Publisher a non-exclusive, perpetual, irrevocable license to publish any and all advertising content submitted by Advertiser or its agents to the Publisher, including but not limited to Publisher’s electronic publications on the Internet and in any archival retrieval system whether that information is digitally stored or stored on any other media.

4. LIABILITY FOR ERRORS, OMISSIONS OR FAILURE TO PUBLISH OR DISTRIBUTE

Publisher’s liability for errors or omissions in advertisements or advertising inserts shall be limited to the cost of advertising space in an amount equal to the erroneous advertisement. Publisher’s liability for failure to publish any advertisement shall be limited to a refund of any amount paid to Publisher for such advertisement. Notwithstanding the foregoing, Publisher shall have no liability for, and no credit shall be issued to Advertiser for, errors that do not materially affect the value of the advertisement or advertising insert or where Advertiser is responsible for the error or omission. Credits for errors in advertisements or advertising inserts materially affected by the error are allowed for the first publication or distribution only.

5. PAYMENT; DISPUTES

Advertiser shall pay all invoices upon presentment. Advertiser waives any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher in writing within 30 days of the invoice date.

6. WAIVERS; RATE CHANGES

Publisher shall have the right to revise the advertising rates set forth in this Agreement at any time upon notice to Advertiser of such rates. Advertiser may terminate this Agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser shall be liable for Advertising published prior to such termination at the Current Agreement Rate. “Current Agreement Rate” is defined as the billing rate in effect at the time of publication.

7. TERMINATION OF AGREEMENT; EFFECT OF TERMINATION

Publisher shall have the right to terminate this Agreement at any time, for Advertiser’s failure to remit payment for invoices by the due date of such bills. Failure of Publisher to review the frequency of advertising or cancel the contract for any reason shall not be deemed a waiver of the right to cancel in the future or to impose any applicable rate adjustment.

8. INTEGRATION

Advertiser agrees that no representations of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

9. FORCE MAJEURE

Publisher shall not be liable for failure to publish or distribute any advertisement because of strikes, labor disputes, government action, or any other cause beyond its reasonable control.

11. COLLECTIONS

Advertiser shall be liable for all costs incurred by Publisher, including but not limited to attorneys' fees and expenses, in collecting past due accounts and in defending any and all claims asserted in the action. Interest will accrue at a rate of one and one-half percent (1.5%) per month (or such other maximum amount as is permissible by law) on all past due balances. If it becomes necessary to place with an attorney for collection any claim for funds due under the terms of this Agreement, then Advertiser and Agency agree to pay to Publisher the reasonable attorneys' fees arising from such collection.

12. PREPARATION OF ADVERTISING

Advertiser represents and warrants that it is familiar with all laws and regulations applicable to its advertisement(s), and that advertising material submitted to Publisher shall be in compliance with such laws and regulations. On request, Publisher may assist Advertiser in preparing its advertisement(s) for publication. This assistance may include design, composition, text and artwork. Publisher does not assume any obligations to perform a legal review of Advertiser's advertisement(s). Advertiser remains solely responsible for the contents of the advertisement(s) and for compliance with any laws regulating such advertising.

13. REPRESENTATIONS AND WARRANTIES

Each of Advertising Party, hereby represents and warrants to Publisher:

(a) It is duly incorporated or formed, as the case may be, validly existing and in good standing under the laws of the state of its incorporation or formation, as the case may be, and has all requisite power to own, lease and operate its property and to carry on its business as now being conducted.

14. CANCELLATION

Orders for all advertising units in Publisher's Newspaper, Website, and Apps and/or otherwise are non-cancellable. In the event that (a) Advertiser uses or pays for less advertising than that specified herein or the Advertiser otherwise breaches the terms of this Agreement. Advertiser shall have the right to revoke its agency at any time during the period of this Agreement effective upon receipt by Publisher of notice in writing; in such event, Publisher may, at its option, terminate this Agreement. If Advertiser shall designate another agent Publisher may, at its option, recognize such agent upon receipt of an agreement by said agent to be bound by the terms of this Agreement and to become liable for the payment of all bills due and to become due under this Agreement.

15. ASSUMPTION OF RISK

PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS IN PUBLISHER'S BROCHURES, WEBSITES AND APPS. Advertiser and Agency acknowledge that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Publisher's Websites and/or Apps. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website or App within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website or App. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

This Agreement may be executed by Advertiser/Agency by typing "I accept" or similar terminology on the Publisher's online agreement form, and in any number of counterparts, each of which will be deemed an original and all which together will constitute one and the same instrument.