



TERMS AND CONDITIONS

1. ACCEPTANCE OF INTERNET ADVERTISING

The advertising, which is the subject of this Contract, is contingent upon acceptance, and subject to the complete control of TargetIQ.com, Inc. (hereinafter referred to as "I.Q.").

2. RIGHT TO COPY LICENSING

- A. Advertiser assumes full responsibility for and warrants that it has the right to use any name, address, trademark, copyrighted material, trade name, service mark, or other copy in any listing or advertisement and for determining such advertising conforms in all respects to all applicable laws, including, but not limited to, laws prohibiting false, fraudulent, deceptive, or misleading advertising, and all licensing requirements of local, state, or federal licensing authorities. Advertiser represents and warrants that it is authorized to engage in the business or profession described in its advertising. In the event that "I.Q." is put on notice of any infringement or violation on the part of the Advertiser, "I.Q." may cancel any and all advertising containing the infringing matter or may delete infringing material from the advertising.
- B. Advertiser agrees to indemnify, defend and hold "I.Q." harmless from any claims, losses, damage, or liability, together with expenses, attorneys fees and costs arising out of or resulting from the advertising purchased which is the subject of this Contract.

3. LIMITATION OF LIABILITY, CHOICE OF LAW, VENUE AND PERSONAL JURISDICTION

Advertiser agrees that "I.Q." shall not be responsible for errors, omissions, or other conduct on "I.Q."s part relating to the advertising that is the subject of this Contract. In no event and under no circumstance will "I.Q." be responsible to Advertiser for lost profits, direct or indirect, special, consequential, incidental, punitive, or contingent damages arising out of ant errors, omissions, or other conduct on "I.Q."s part relating to the advertising that is the subject of this Contract by "I.Q.". Any claim by the Advertiser against "I.Q." arising out of this Contract, shall be resolved by arbitration in Wilmington, Delaware in accordance with the then current rules of the American Arbitration Association. The laws of the State of Delaware (other than conflicts of law rules) shall apply. The arbitration

shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

4. ENTIRE AGREEMENT

This contract contains the entire agreement between the parties. Advertiser acknowledges that no one other than the President of "I.Q." has the authority to modify or alter the Terms and Conditions of the Contract, and no other agreement, statement, or promise shall be binding or valid. All modifications to the Terms and Conditions of this Contract must be in writing and signed by the President of "I.Q.".

5. SEVERABILITY

In the event any part of this Contract is determined by a court of competent jurisdiction to be void, than said void part of this contract shall be considered severable from the remaining provisions of this Contract and the remaining provisions of the Contract shall remain in full force and effect.

6. PAYMENT TERMS

- A. Payment is due upon the signing and dating of this Contract ("The Contract Date"). No advertising will be created, scheduled, or distributed without advanced payment.
- B. No acceptance of any payment or instrument marked with any limited or conditional endorsement shall be deemed a waiver of any rights of "I.Q.".

7. ASSIGNMENT OF BUSINESS

If Advertiser sells or assigns its business, than this Contract will be considered as part of the sale and/or assignment and the unpaid amount remaining due on this Contract shall be paid out of the proceeds of the sale.

8. ADVERTISING OWNERSHIP

All original advertising artwork prepared in connection with this Contract is the exclusive property of "I.Q." and may not be used by Advertiser without the prior written consent of the President of "I.Q.". Advertiser agrees to assume full responsibility for the protection its proprietary interest in any writing or illustration in its advertisement, and hereby authorizes "I.Q." to permit any other person or publishers to copy or reproduce any advertisement(s) which are the subject of this Contract.

PRINT NAME		COMPANY NAME	
SIGNATURE	TITLE	CONTRACT DATE	