



Hat District Online Terms And Conditions

1. ADVERTISEMENT APPLICATION:

These rules and regulations are fully incorporated into the “The Hat District Online” application form. The Red Hat Society (herein “RHS”) will consider applications for Advertisers that present in a tasteful manner, informational materials, products and services consistent with RHS’s vision, mission, and purpose. RHS reserves the right to make such determination. RHS in its sole discretion, reserves the right to reject at any time any application to advertise for any reason, even with prior application acceptance. RHS does not guarantee the success or profitability of any Advertiser.

2. ADVERTISEMENT PARAMETERS

“The Hat District Online” will be organized alphabetically by states and subsequently by cities. The size of the advertisement space shall be 90 pixels x 93 pixels high. Updates and changes will be done weekly.

3. ADVERTISEMENT TERMS

Advertisers shall have one of four options:

- 1) introductory 3 months - \$150
- 2) 6 month option –initial introductory period plus 3 additional months - \$142.50
- 3) 9 month option – 6 additional months past introductory period - \$270.00
- 4) 12 month option – 9 additional month past introductory period - \$405.00

4. CANCELLATIONS:

Advertisement space that has been assigned and confirmed in writing may be cancelled in total and/or in part, by written notice to RHS. All cancellations will be assessed a liquidated damages/cancellation fee (not a penalty) equal to 50% of the value of the total advertisement fee, if cancellation occurs prior to end of term.

5. LIABILITY, INDEMNIFICATION AND INSURANCE:

Advertiser agrees to indemnify and hold RHS, RHS Services, its officers, directors, members, and employees and all individuals or organizations performing services for them in connection with the Advertisement harmless from all claims, losses, damages,

injuries, liabilities, judgments, or settlements including reasonable attorney's fees, costs and other expenses, any or all of them incurred on account of actions, negligent or otherwise, of the Advertiser or its employees or agents. Advertiser agrees to indemnify and hold harmless RHS, and its affiliated and related entities from all complaints, claims, causes of action, damages of any type of nature, including costs, expenses and attorney's fees, that arise out of, or are related to, any product or service offered by Advertiser on "The Hat District Online" website. Advertiser warrants that it is fully authorized and licensed to use (a) the name and/or the portraits or pictures of persons, living or dead, or things; (b) any trademarks, or copyrighted or otherwise private materials; (c) any testimonials contained in any exhibit prepared by or on behalf of Advertiser and that such advertisement is not libelous, an invasion of privacy, violation of any right of publicity, or otherwise unlawful as to any third party. Advertisement on "The Hat District Online" website does not constitute an endorsement by RHS or any of its affiliated or related entities of any products or services offered by Advertiser. Advertiser agrees to address all complaints, claims, an causes of action, of any type or nature, with respect to any product or service offered by Advertiser on "The Hat District Online" website, and that RHS, including its affiliated and related entities, has no duty, obligation or responsibility to address in any manner any complaint, claim, or action that is in any way related to any product or service offered by Advertiser. Advertiser will, at its own cost and expense, obtain and keep in full force and effect such insurance coverage as it is customary to maintain for its employees, agents and advertising programs, including without limitation liability coverage of no less than \$1,000,000 for each occurrence, with combined single limit bodily injury and property damage. RHS shall be named as an additional insured in such policies of insurance. By its application, advertiser warrants that it has and will maintain current insurance coverage of the amount and kind described above, and will provide a certificate of insurance evidencing this coverage to RHS upon request. Advertiser acknowledges that RHS does not maintain insurance covering advertiser's activities and thus it is the sole responsibility of Advertiser to obtain appropriate insurance covering such activities.

6. RED HAT SOCIETY NAME AND LOGO USAGE:

Advertiser represents and warrants that it will not use the name of RHS in promotional or information material without the prior written consent of RHS. The RHS name, logo, Ruby Redhat, "The Hat District Online" name and design, the words "Red Hat" and any variation of those words, and other intellectual property are registered or common law marks of and/or copyrighted by RHS. Their use is strictly prohibited without the prior written consent of RHS.

7. AMENDMENTS AND INTERPRETATION OF TERMS AND CONDITIONS:

All of the above terms and conditions are hereby expressly made a part of and are to be construed as part of all advertisement applications. RHS shall have full power in its interpretation and enforcement and the power to make amendments thereto RHS considers necessary.

8. GOVERNING LAW, JURISDICTION AND COMPLIANCE WITH LAW:

The agreement constituted by Advertiser's accepted application and including these terms and conditions shall be governed by California law, and any dispute is subject to jurisdiction in the courts of California, Orange County, unless otherwise agreed in writing by the parties. Advertiser will observe and comply with all applicable laws, statutes, ordinances, rules and regulations governing its advertising activities.