

## **SAN DIEGO MINERAL & GEM SOCIETY, INC.**

### **ADVERTISING TERMS OF SERVICE**

#### **INTRODUCTION**

All advertisements, sponsorships and links (singly or collectively, “Advertiser Materials”) are subject to our approval. The San Diego Mineral & Gem Society, Inc. (“SDMG”) reserves the right at any time in our absolute discretion to: (a) reject, amend, remove or cancel any Advertiser Materials, URL link, space reservation or position commitment; and/ or (b) remove any Advertiser Materials from any publication of SDMG, including but not limited to [sdmg.org](http://sdmg.org) (“Website”), [The Pegmatite](#) (“Bulletin”), or html or other form of electronic Newsletter. Any review and/or approval by us of Advertiser Materials will not be deemed to constitute an acceptance by us that they comply with our Advertising Terms of Service of our agreement (“Agreement”) or any waiver of any of our rights under it.

We do not guarantee that Advertiser Materials will appear in a particular position or rank. The final decision as to inclusion and placement of Advertiser Materials is at our discretion.

You grant to SMDG the express right to reproduce throughout the world screen shots of all or part of any SMDG property containing all or part of any of the Advertiser Materials on or in any promotional or advertising material or campaign promoting or advertising SDMG (but not any promotional or advertising campaign paid for by SDMG).

Notwithstanding the provisions of any Agreement, you acknowledge and agree that we have not made any guarantees with respect to usage statistics, including levels of impressions, click-throughs or positioning of any Advertiser Materials. We are not liable for any usage statistics however supplied. You acknowledge that usage statistics we provide are the official, definitive measurements of our performance on any delivery obligations provided in the Agreement.

#### **PERIOD OR TERM OF SERVICE**

The Agreement will commence from the date on which the San Diego Mineral & Gem Society, Inc. (“SDMG”) first publishes the Advertiser Materials, and will continue until terminated in accordance with the Agreement (the “Term”), typically one year commencing September 1 through August 31 the following calendar year.

#### **PAYMENT**

You shall pay all charges to your account in US dollars, in a manner and form required by us from time to time. Our measurements are the definitive measurements to calculate your charges. If we have determined that you may be charged on an invoice basis, we will submit an invoice to you at the e-mail or mailing address (at our discretion) on the Advertising Agreement or as required by applicable law, and you shall pay such charges, without offset or deduction, within 30 days of the invoice date. If we agree to your request to send an invoice to a third party on your behalf, you shall ensure that such third party pays the invoice on time and, if it does not do so, you shall pay all amounts owing under such invoice immediately.

#### **TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY**

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with SDMG.org’s advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by SDMG.org for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity,

violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify SDMG.org and to hold SDMG.org Management harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by sdmg.org, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that SDMG.org be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

**LIMITATION ON DAMAGES: IN NO EVENT WILL SDMG.ORG BE LIABLE TO SPONSOR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SDMG.ORG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

SDMG.org will remove any ads that are reported to us as being scams. If one of the advertisements on our site is not providing what they are advertising to do so, please email us (admin@sdmg.org) the details and we will remove the ad.

**Your Obligation to Indemnify.** You agree to indemnify, defend and hold San Diego Mineral & Gem Society, Inc., its officers or authorized agents harmless from and against any third party claim, loss, liability, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s) (SDMG), arising out of Your use of our advertising options, Your Website, and/or Your breach of any term of this Agreement.

**Note: Before purchasing ads you must agree to our Advertising Terms of Service that:**

We are not responsible for any aspect of your or any third-party site(s). We are not responsible for any of your sites downtime. You rent a banner or ad for a period of time, and if your site is offline during that time, you take the responsibility. We will not extend your advertising due to these circumstances.

You are **NOT** allowed to place ads to fraudulent sites, investment scams, or Ponzi Schemes. We reserve the right to decline any future publishing of the ads if people complain to us (no refunds given). We will remove any ads that direct to any site that is proven to be a scam. We are in no way affiliated with any of our advertisers and are not responsible for their actions.

## **PROHIBITED CONDUCT**

It is a condition of your use, whether as a consumer or advertiser, of the sdmg.org website, *The Pegmatite* bulletin, the SDMG e-Newsletter, or any other SDMG publication that you do not:

1. Restrict or inhibit any other user from using and enjoying the website, the SDMG e-newsletter or member bulletin;
2. Post or transmit any fraudulent, unlawful, threatening, abusive, libelous, defamatory, scandalous, inflammatory, obscene, vulgar, pornographic, profane, or offensive material of any kind, including any material that would violate any local, state, national or international law or give rise to any civil or criminal liability;
3. Post or transmit any material that violates or infringes the rights of others, including material that is an invasion of privacy or publicity rights or that infringes on any intellectual property or contractual right;
4. Post, attempt to inject or embed malicious code or transmit any material containing software viruses or similar disabling devices; or
5. Post or transmit any unsolicited advertising.

## **IDEAS YOU SEND TO US**

SDMG is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, publishing, and marketing products using such information.

## **NOTICES**

We may give notices to you by posting them on the SDMG Website or by written notice (at our discretion), including by email, to the address provided by you to us. It is your responsibility to ensure that your contact and account information is current and correct, and you must promptly notify us in writing of any changes to such information. All notices to us shall be sent, as applicable: (a) to SDMG either by email to [admin@sdmg.org](mailto:admin@sdmg.org). Notices will be deemed received when an email is received in full in the place of receipt, save where it is received on a weekend or public holiday, in which case it will be deemed received on the next business day.

## **APPLICABLE LAW AND JURISDICTION**

The [sdmg.org](http://sdmg.org) Website (excluding links to Websites operated by others) is controlled and operated by the San Diego Mineral & Gem Society, Inc. from offices in and around San Diego, California. Although the San Diego Mineral & Gem Society, Inc. has made no effort to publish the [sdmg.org](http://sdmg.org) Website elsewhere, it is accessible in all fifty U.S. states and in other countries due to its presence on the Worldwide Web. As each of these states and countries have laws which may differ from those of California and from each other, and as you and the San Diego Mineral & Gem Society, Inc. both benefit from establishing a predictable legal environment in which to publish, access and use the [sdmg.org](http://sdmg.org) Website, by publishing, accessing, and/or using the sites you agree that all matters arising from or relating to the use and operation of the sites will be governed by the laws of the State of California, without regard to its conflict of laws principles. You agree that all claims you may have arising from or relating to the operation or use of the [sdmg.org](http://sdmg.org) Website will be heard and resolved in the courts of San Diego, California. You consent to personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts. If you choose to access the [sdmg.org](http://sdmg.org) Website from locations other than San Diego, California or San Diego, California you will be responsible for compliance with all local laws of such other locations.