



EFFECTIVE NEW CREATIVE SOLUTIONS AD TERMS AND CONDITIONS

- 1. Agreement.** These Terms and Conditions together with the accompanying online ad submission constitutes a binding agreement between the advertiser identified on the online ad submission form ("Advertiser") and Effective New Creative Solutions ("Effective New Creative Solutions"). The Agreement may not be assigned or transferred by the Advertiser.
- 2. Advertising.** The Advertiser shall purchase the online advertising package at the rate listed, and for the duration specified, in the online submission form at <https://www.enc.solutions/ad-landing-page> completed and fulfilled by said advertiser.
- 3. Positioning.** Positioning of advertisements is at the sole discretion of the Effective New Creative Solutions. Advertiser acknowledges that Effective New Creative Solutions has not made any guarantees with respect to usage, statistics, or levels of impressions for any advertising except where expressly stated in the online submission form. To the extent Effective New Creative Solutions provides Advertiser with estimated usage based on year to date historical data and it does so only as a courtesy to Advertiser and shall not be held liable for any claims related to usage.
- 5. Cancellation.** Advertisements scheduled for insertion may be cancelled by the Advertiser if the Effective New Creative Solutions is notified in writing within 24 hours after the ad is approved of which a full refund is due.
- 7. Rejection of Advertisements.** Notwithstanding anything in this Agreement to the contrary, the Effective New Creative Solutions reserves the right to reject or cancel any advertisement at any time, for any reason (including but not limited to the Effective New Creative Solutions's belief that the advertisement conflicts with Effective New Creative Solutions policy or association objectives, competes with Effective New Creative Solutions products or services, is false or misleading, may degrade the graphic quality of the Effective New Creative Solutions website, or may subject the Effective New Creative Solutions to criminal or civil liability).

8. **Indemnification.** Advertiser assumes all liability for content of advertising and agrees to defend, hold harmless, and indemnify Effective New Creative Solutions from all claims, losses, judgments, damages, costs and expenses of any nature whatsoever, including but not limited to reasonable attorney fees, for which the Effective New Creative Solutions may become liable by reason of its publication of the Advertiser's advertisements.

9. **Liability Limitation.** Liability for typographical errors, wrong insertions, late publications, and/or nonpublication, or other Association nonperformance is limited to the amount charged to the Advertiser by the Effective New Creative Solutions. In no event shall Effective New Creative Solutions be liable to Advertiser or to any third party for any indirect, special, or consequential damages, including but not limited to lost profits or unrealized business opportunity arising out of this agreement or the publication of or failure to publish any advertisement.

10. **Force Majeure.** Neither party shall be held responsible for delay or failure in performance under this Agreement caused by acts of God, fires, floods, strikes, terrorism, work stoppages, breakdown of equipment, government action, internet or website downtime, or other causes beyond the affected parties' reasonable control.

11. **Governing Law.** This Agreement is governed by the laws of the State of Tennessee without regard to its conflict of laws rules or principles.

12. **Termination.** Effective New Creative Solutions shall be entitled to terminate this Agreement with or without cause upon 30 days written notice to Advertiser. In the event of termination under this paragraph, Effective New Creative Solutions shall refund or credit Advertiser for the unused pro-rata portion of the price of the advertising purchased.