

Please note that the Terms and Conditions set forth on this page do not apply to any agreements with any local directory advertisers on WeddingChannel.com dated after 09/26/2006. All local directory advertisers on WeddingChannel.com with agreements dated after 09/26/2006 should refer to the Terms and Conditions that are attached to your agreement, which are different from the Terms and Conditions set forth below. If you need a copy of your current agreement, please contact Kendra Moller at KMoller@theknot.com.

Terms & Conditions (updated 4/1/06)

These Terms and Conditions form a part of the Application/Order/Agreement to which it is attached (the "Order") and represent the "Agreement" between (i) WeddingChannel.com, Inc. (the "Company") and (ii) the vendor or advertiser (the "Advertiser") specified in the Order and its specified Placement Agent, if any, jointly and severally. The "Site" refers to the website operated by the Company at www.weddingchannel.com.

- 1. Advertising.** Advertising, banners, links, featured vendor pages, and/or listings ("Advertising") shall be displayed in the issue, quantity and/or for duration indicated on the Order. Unless specifically set forth on the Order, there shall be no guarantee of any minimum number of impressions. In the event that there is a specific guarantee of impressions set forth on the Order, Advertiser's sole remedy shall be for the Company to "make good" the shortfall by extending its obligations to deliver such number of impressions beyond the end of the term until such obligation is satisfied. The Company's determination as to the number of impressions delivered is binding on the Advertiser, absent manifest error.
 - 2. Payment.** Advertiser agrees to pay the Company the fee set forth on the Order. Unless otherwise stated, such fee shall be for advertising space only and does not include any other promotional services or products (other than a Featured Advertiser Page on the Site, if applicable). Unless otherwise stated, all payments shall be due net 30 days and are payable in U.S. dollars. Late payments shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Advertiser expressly agrees to allow the Company to automatically charge the credit card indicated on the Order for any installment or monthly fee during the term of this Order. In the event of any failure by Advertiser to make payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees and disbursements) incurred by the Company in collecting such amounts.
 - 3. Term; Cancellation.** Unless otherwise stated, Orders for listings in the Company's Local Resource Directory shall have a minimum Term of 12 months. Upon the expiration of any Term for Orders for listings in the Company's Local Resource Directory, the Order shall automatically renew on a month-to-month basis unless written notice is provided by either party at least 30 days prior to the expiration of the Term. The Company reserves the right to cancel any Order, and/or remove the Advertiser, at any time. If such cancellation or removal is a result of a breach hereof by Advertiser, all fees due hereunder for the full term shall be immediately due and payable. Otherwise, Advertiser shall be entitled to a pro rata refund of any pre-paid amounts with respect to a particular advertisement. Unless otherwise stated on the Order, the Advertiser shall not be permitted to cancel this Order during the initial Term and pre-printed advertising cannot be altered. If the Order is non-cancelable and the Advertiser cancels the Order, in whole or part, at any time, the full amount of the contract shall be immediately due and payable. If the Order is non-cancelable and the Advertiser cancels, at the discretion of the Company additional short rate charges may be due and payable based on the Company's then-current rate card, which is subject to change without notice (i.e., cancellation of the second insertion of a two-issue contract may result in the first insertion of the contract being back-charged to the one-issue rate).
 - 4. Advertising Materials.** Unless otherwise set forth on the Order, Advertiser shall provide to the Company all necessary copy, artwork, text and graphic files, photographs, graphics, other textual and pictorial material and/or logos (the "Advertising Materials"). Advertiser hereby grants to the Company a worldwide license to use, sub-license, disclose, publicly display, reproduce, modify, adapt, transmit, and distribute the Advertising Materials and the Advertising solely for purposes of complying with the Company's obligations hereunder. All Advertising Materials must be submitted no later than 5 business days prior to specified closing or posting dates, shall be subject to the Company's approval and shall conform to the Company's specifications and quality guidelines. In addition, if requested by the Company, the Advertiser shall execute the Company's standard Prize Fulfillment Agreement to the extent Advertiser will be providing any prizes to be given away in any sweepstakes referenced in the Order. Unless otherwise set forth on the Order, all necessary or contracted production services (other than for a Featured Advertiser Page on the Site, if applicable) provided by the Company will be charged to Advertiser. Any Advertising Materials or other content supplied or produced by the Company that is not paid for shall be for the exclusive use of, and shall be owned by, the Company. Any other use of such Company-provided materials or content shall be strictly prohibited, shall be an infringement of copyright, and shall be subject to the payment of compensation. The Company reserves the right not to post or include any Advertising Materials or Advertising submitted by the Advertiser and has the absolute right to reject or remove any Advertising or any URL embodied within any such Advertising Materials. The Company assumes no responsibility or liability for any loss of or damage to Advertising Materials in transit to or from, or while in the possession of the Company. Unless otherwise set forth on the Order, the placement and/or location of Advertising on the Site shall be determined in the sole discretion of the Company. The Company shall have sole control over the design, layout and content on the Site and shall be solely responsible for determining which regions and product categories are included in the Local Resource Directory. Advertiser acknowledges that it owns no interest in the Site, the Featured Advertiser Pages, or any unpaid Advertising Materials or other content supplied or provided by the Company, including in any intellectual property rights or any derivative works based thereon; provided, however, that Advertiser shall retain ownership of all Advertising Materials in the form originally provided to the Company.
- Advertiser represents and warrants to the Company that (i) it holds all the necessary rights to permit the use of the Advertising Materials by the Company in accordance with this Agreement; (ii) neither the use, reproduction, distribution, transmission, or display of Advertising Materials submitted by it, or incorporating materials or content provided by it, nor any material to which users can link to through the Site, the Advertising Materials or other Company-sponsored advertising vehicles, will violate any laws or any rights of any third parties, including, but not limited to, infringement of any copyright, patent, trademark, or other right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, or any other right of any person or entity.
- 5. Unsubscribe List.** If, pursuant to the terms of the Order, the Company will be sending e-mails on behalf of Advertiser to the Company's database, Advertiser will provide the Company (upon its request for each separate mailing) with a complete, accurate and up-to-date list of all Internet users that have opted-out of receiving e-mails from, or on behalf of, Advertiser (the "Unsubscribe List"). The Company agrees to use such Unsubscribe List solely for purposes of complying with applicable law regarding the sending of unsolicited e-mails and agrees not to otherwise disclose information contained on such List to any third party or use such information in any other way. Upon the request of Advertiser, the Company shall destroy such Unsubscribe List upon conclusion of each mailing. In addition, unless otherwise specifically agreed to in writing in advance of each mailing, Company shall have no responsibility for providing Advertiser with a list of those users that opt-out of receiving emails from Advertiser (by contacting the Company directly or from within the mailing sent by the Company). If the Advertiser wants to have access to such information, the Advertiser must notify the Company in advance of each mailing and the Company shall include a mechanism for users to contact Advertiser directly to opt-out.

6. User Data. If, pursuant to the terms of the Order, the Company will be providing Advertiser with a list of names, addresses, and/or e-mail addresses collected by the Company ("User Data"), such data shall be used solely for marketing purposes of the Advertiser and for no other purpose, entity or business. Advertiser shall not (and shall not allow others to) (i) use User Data for bridal shows, special events, or other promotions in which parties other than Advertiser participate, (ii) engage in any form of high-pressure sales tactics or "spamming", or (iii) use User Data to distribute any promotional or other material of any third party (i.e., non-Advertiser) or its business. Advertiser acknowledges that User Data is the sole property of the Company and Advertiser hereby agrees (i) not to disclose, sell, sub-license, or make known any such information to any third party and (ii) to ensure that all e-mail communications to names contained in the User Data shall provide a clear and conspicuous opportunity for the recipient to opt-out of receiving future communications from the Advertiser, which opt-out shall at all times be honored by Advertiser. User Data shall not be provided unless and until all outstanding invoices are paid in full. The Company may, from time to time, share data received from Advertisers with third parties who wish to offer products and services that may be of interest to our Advertisers.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL THE COMPANY BE LIABLE TO ADVERTISER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE COMPANY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Company's liability to the Advertiser for any act, error or omission (including any error in, or failure to display or publish, any Advertising Materials or Advertising), regardless of whether the claim is based in contract or tort, shall not exceed the amount paid by Advertiser during the preceding three months with respect to the portion of the Advertising to which such act, error or omission occurred.

Advertiser is solely responsible for all goods and services offered, distributed or sold by it and shall be solely responsible for all billing, shipping and fulfillment thereof, returns and customer service and the payment of all sales, use, excise and other taxes imposed with respect to the sale of such goods and services. Advertiser agrees to implement adequate security protections to ensure the privacy of user information and Advertiser agrees not to disclose such user information to any third party or use such information in any way except for the fulfillment of the user's order or as otherwise expressly authorized by users after full disclosure of the intended use of such information. Advertiser agrees to indemnify the Company and its affiliates against all costs and expenses, including reasonable legal fees and expenses, in connection with any claims made by any third party (i) that the Advertising Materials infringe any intellectual property or other rights of any third person, (ii) related to the business, goods, or services of the Advertiser, (iii) to the extent resulting from the use of any prize provided by Advertiser in connection with any sweepstakes, (iv) in connection with Advertiser's use of any Lead List or (v) resulting from the failure or refusal of Advertiser to provide its Unsubscribe List to the Company or otherwise resulting from the receipt of an e-mail by an Internet user that has previously opted-out from receiving e-mails from, or on behalf of, Advertiser. The Company agrees to indemnify the Advertiser and its affiliates against all costs and expenses, including reasonable legal fees and expenses, in connection with any claims made by any third party (i) that the materials contained on the Company's website (other than Advertising Materials provided by Advertiser) infringe any intellectual property or other rights of any third person, (ii) related to the business, goods, or services of the Company, or (iii) in connection with the Company's use of its user data or its emailing practices (other than resulting from the failure or refusal of Advertiser to provide its Unsubscribe List to the Company or otherwise resulting from the receipt of an e-mail by an Internet user that has previously opted-out from receiving e-mails from, or on behalf of, Advertiser).

8. Force Majeure. Neither party will be liable for delay or default in the performance of its obligations (including delay in the publication, delivery or distribution of the Site) under this Agreement (other than for non-payment by Advertiser or failure to provide any prize to be used in connection with any sweepstakes) if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, storm, acts of war, government interference, strikes and/or walkouts. The Company does not guarantee the specific date of the posting of any Advertising on the Site.

9. General. This Agreement will be governed by and construed in accordance with the laws of the State of California. The Superior Court of Los Angeles County and/or the United States District Court for the Central or Southern District of California shall have exclusive jurisdiction and venue over all controversies in connection herewith, and each party hereby consents to such exclusive and personal jurisdiction. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. No terms, conditions, representations, or warranties set forth in any other contracts, insertion orders or copy instructions, or handwritten or inserted into the Order or this Agreement without the initials of the Company next to such insertion, shall be binding on the Company. In the event of any inconsistency between the Order and this Agreement or any such other contracts, insertion orders or copy instructions, this Agreement shall control. The Order and this Agreement constitute the entire agreement between parties with respect to the subject matter hereof and supersedes all previous proposals and agreements.

If this agreement is being executed by Agency, then such Agency represents and warrants that it has the authority as agent to Advertiser to bind Advertiser to these Terms and Conditions and each IO. Agency agrees to defend, indemnify and hold harmless the Company from any and all Losses incurred as a result of Agency's alleged breach of the foregoing sentence.