

**LAMORINDA WEEKLY  
ADVERTISING ORDER FORM  
TERMS & CONDITIONS**

I. Content Requirements.

(a) All contents of advertisements are subject to Lamorinda Weekly's approval. Lamorinda Weekly reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time, or to remove any advertisement from any website page controlled by Lamorinda Weekly, or to reject any URL link embedded within any advertisement. By placing an ad, you permit Lamorinda Weekly to publish the ad in both printed and online editions.

(b) Ads may not contain offensive or inappropriate language.

(c) By requesting ad placement on Lamorinda Weekly, you warrant and represent to Lamorinda Weekly that you will be fully responsible for the terms (including, without limitation, product description, price and compliance with all applicable laws and regulations) of any contract for the sale of goods or services to customers who have seen the advertisement displayed by Lamorinda Weekly.

(d) If an ad includes a price, special discount, or "free" offer, it must be clearly and accurately displayed in your advertisement or on your website's landing page.

(e) All ad category placements are the sole discretion of Lamorinda Weekly. Any ad that has not been assigned a specific category will be placed in the category Lamorinda Weekly deems appropriate.

(f) Lamorinda Weekly assumes no responsibility for typographical errors, but if at fault, will reprint any portion of an advertisement in which an error has occurred, in the following edition.

2. Timing of Placement, Payment and Cancellation.

(a) Lamorinda Weekly is not responsible for printing advertisements or listings, which are received after the published deadline.

(b) In order to process your ad, all payments must be received along with this advertising order form. Unless prior credit arrangements have been established, your advertising order must be received along with an installment payment of at least 50% of the total advertising cost.

(c) You are entitled to one proof. Adherence to the deadline is required for a proof copy to be sent to you for proofreading. If you do not respond by the date specified on the proof copy, your ad will be published as it appears on the proof form, and it will be conclusively presumed that the content of the ad is correct.

(d) Any changes to your ad must be made in writing. An additional charge may be assessed for changes (other than correction of errors made by Lamorinda Weekly that appear in proofs) that are requested less than 5 business days before publication. Any cancellation must be submitted in writing. If you cancel your ad less than 10 days before publication, you must pay a cancellation fee of 50% of the ad cost. Requests for cancellation within 3 business days before publication cannot be honored.

3. Link Requirements. Your URLs must work and must accurately reflect your ad and website. Links to your website must allow users to return to Lamorinda Weekly by clicking once on the browser's Back button. Your website must use a secure server (https://) when collecting personal information.

4. Trademark Matters. By requesting ad placement on Lamorinda Weekly, you warrant and represent to Lamorinda Weekly that you have the right to publish the contents of the advertisement, without infringement of any rights of any third party, including, without limitation, intellectual property rights. As a provider of space for advertisements, Lamorinda Weekly cannot arbitrate trademark disputes between advertisers and trademark owners. Advertisers are responsible for the keywords and ad content that they choose to use.

5. Indemnification. You agree to indemnify and hold Lamorinda Weekly harmless against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by Lamorinda Weekly in connection with any claims, actual or threatened, of any kind (including, without limitation, breach of contract, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, false or misleading advertising or sales practices) arising from the advertisement and/or any material of the advertiser to which users can link through the advertisement and any other contract entered into for the purchase of the advertised goods or services.

6. Limitation of Liability. Lamorinda Weekly will not be liable, in contract or tort (including, without limitation, negligence), or for pre-contract or other representations to you (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with these terms and conditions. You further agree that the maximum loss recoverable is equal to the fee you paid for the advertisement.