

BUSINESS LISTING SERVICE AGREEMENT

A. DEFINITIONS

1. "Provider", "We", "Us", "Our" means Counties Online, LLC ("Counties Online").
2. "You" or "Your" or "Client" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
3. "Service" or "Services" means the products and services that are ordered by You and made available online by us, including this Business Listing Service Agreement.
4. This Business Listing Service Agreement and the Terms of Services (including its Privacy Policy), the terms of which are incorporated herein by reference, form a contract between You and Counties Online and govern use of and access to the Service and Websites by You whether in connection with a paid subscription to the Service, a paid, one-time fee for the Service, or a free trial of the Service.

Terms and Conditions and Privacy Policy: <https://CambriaCounty.com/terms-of-service/>

Any questions about these terms, licensing, agreements or contracts should be sent via email to Traceynapotnik@gmail.com or via **TEXT** to **814-248-8928**. A call may be scheduled by request.

B. OVERVIEW

5. Through the Business Listing Services, Provider is providing You with an opportunity to add information about Your business, Your products or services, or about Your domain name or web site (referred to generally in this Service Agreement as "Advertising Content") to Provider's website(s).
6. You hereby grant to Provider a non-exclusive, royalty-free, worldwide right and license by all means and in any media to use, reproduce, distribute, modify for technical purposes, publicly perform, publicly display and digitally display the Advertising Content. You further grant Provider the right to distribute the Advertising Content to other third parties that wish to publish the Advertising Content in accordance with terms established by Provider. Provider may or may not edit the Advertising Content written and submitted by You through the Business Listing Services templates without Your consent. Provider reserves the right to make minor grammatical and spelling corrections at our discretion. You agree that You shall bear all responsibility and liability for any and all claims related to the Advertising Content displayed. You further agree that Provider shall have no liability for any and all claims that relate to any Advertising Content, copy, data or text that is submitted.
7. You acknowledge and agree that in order for the Provider to maintain the integrity of the Business Listing Services, You are subject to this Service Agreement and the other Terms and Conditions. Provider may, in its sole discretion, reject, cancel, or remove, at any time, any Advertising Content from the Business Listing Services for any reason without prior notice to You. Provider will not be liable in any way for any rejection, cancellation or removal of any Advertising Content. You represent and warrant that: (a) You have all the necessary authority to enter into this Agreement; (b) You will comply with all applicable laws; (c) that all text, data, and information submitted by You for display as the Advertising Content is true, accurate, and complete; and that (d) any use and display of the Advertising Content shall not: (i) infringe or violate any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights of a third party, including any right of privacy or publicity; (ii) violate any federal, state or local laws or regulations or foreign laws.

C. PLANS AND SUBSCRIPTIONS

8. Provider offers various Subscription and Plan types: See Schedule A herewith.
9. Automatic Renewal Terms: If You purchase an annual plan You are committing to a minimum one-year term. Your subscription will be automatically renewed for successive monthly periods for Monthly Subscriptions and yearly periods for Annual Subscriptions. Your payment method will automatically be charged for each successive period at the then-current subscription rate until you cancel your Subscription

renewal after the one-year period. Each annual subscription period starts from the start date of Service and is not refundable.

10. By purchasing a Subscription or Plan, the client is responsible for any and all applicable taxes. Client shall provide a valid credit card, ACH payment system information, bank account information authorized for automatic bill paying, or another acceptable method of payment to Provider and shall take all necessary steps to authorize automatic payment of the Subscription Fee. By agreeing to this Agreement, Client hereby authorizes Provider to automatically charge said method of payment for all Subscription Periods during the term of this Agreement. If for any reason, automatic payment shall be denied, then Client shall pay the applicable Subscription Fee, together with a maximum of 10% late fee, to Provider within five days of notice from Provider.
11. For non-annual plans, Your payment to Provider will automatically renew fourteen days before the end of the subscription period, unless you cancel your Paid Subscription fifteen days before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period.
12. If You upgrade Your Service Plan, Your credit card or other designated payment method will be charged Your new billing rate immediately (on a prorated basis) upon your election to upgrade unless You cancel Your Account as provided in these Terms.
13. No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and Provider does not accept any liability for such loss. Provider reserves the right to contact You if You maintain an unusually high monthly ticket ratio per User, an unusually high level of open tickets or other excessive stress on the Service.
14. In the case of termination of the Service, failure to make payment, all Your Data could be non-accessible post termination. Provider has no obligations to provide mechanism to access Your Data created or shared using the Service post such termination.
15. Cancellation policy for subscription renewals: To cancel your Monthly Subscription at any time, you may send us an email at **Traceynapotnik@gmail.com** or **TEXT** Tracey at **814-248-8928**. If you cancel, you may use your subscription until the end of your then-current subscription term.

D. MAINTENANCE

16. Provider shall maintain the Software and/or Services and provide all patches and fixes to the Software and/or Services at no additional cost. However, said maintenance shall not include additional functionality, content update, training or custom programming; which Provider, at its discretion, may provide at an additional cost as otherwise agreed between the parties.

E. ERRORS, INACCURACIES, AND OMISSIONS

17. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, and promotions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Service or on any related website is inaccurate at any time without prior notice.
18. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.

F. PROMOTIONAL MATERIALS

19. During the term of this Agreement, Provider may use Customer's information for the purpose of referring to Customer as a customer on Provider's website and in its other promotional materials.

G. DISCLAIMER AND LIMITATION OF LIABILITY

20. THE PRODUCTS AND ANY SERVICES PROVIDED BY THE PROVIDER IN CONNECTION WITH THIS AGREEMENT ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, PROVIDER MAKES NO, AND DISCLAIMS ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. IN NO EVENT SHALL PROVIDER OR ANY PARTNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AMOUNT OF LIABILITY FOR PROVIDER ARE AMOUNTS PAID BY YOU. PROVIDER WILL NOT BE LIABLE OR CONSIDERED IN BREACH OF THE AGREEMENT, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT, AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND PROVIDER'S CONTROL.

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

PLEASE USE THE LIST ON THE FOLLOWING PAGE TO SELECT YOUR DESIRED LISTING PACKAGE AND BILLING FREQUENCY BY CHECKING THE BOXES THAT APPLY. ATTACHED IS OUR PRICING LIST FOR PACKAGE DETAILS AND FEATURES.

THIS AGREEMENT IS VALID FOR 12 MONTHS FROM DATE OF PURCHASE IF YOU PURCHASE AN ANNUAL PACKAGE. MONTHLY PACKAGES ARE VALID FOR 1 MONTH FROM DATE OF PURCHASE.*

*SEE SCHEDULE C: PLANS AND SUBSCRIPTIONS, SECTION 9 FOR DETAILS.

Business Listings

- Basic Business Listing: Free
- Claimed Business Listing: \$147/year
 - Annual
 - Monthly
- Featured Business Listing: \$497/year
 - Annual
 - Monthly
- Cambria's Spotlight Business Listing: \$997
 - Annual
 - Monthly

Job Listings

- Basic Job Listing: Free
- Claimed Job Listing: \$8/mo
- Featured Job Listing: \$15/mo

Rental Listings

- Basic Rental Listing: Free
- Claimed Rental Listing: \$8/mo

Event Listings

- Event Listings: Free