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Newz Group

A division of GeoTel Corporation

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For services performed, Newz Group will invoice Publisher monthly. Recurring payments may be accepted or required by automatic monthly charges to credit card numbers on file with Newz Group. We do not waive our right to collect the full amount due if you pay late or you pay part of the bill, even if you write the words "Paid in Full", or any similar words, on any correspondence to us. Failure to pay amounts due, including but not limited to any late fees or other required additional charges, may result in restriction, suspension or cancellation of service. Customer is responsible for all applicable taxes, unless satisfactory documentation of tax exemption is provided. Cancellations will only be accepted in writing upon actual delivery, including email or fax delivery. Unless paid by credit card, Publisher agrees to remit in accordance with terms. Terms are due upon receipt. A late charge calculated at a rate which is the lesser of 18% per annum or the maximum rate permitted by law may be added to the amount of any invoice not paid when due. In the event that services of collection agency are used, any collection fees charged will be added to the balance collectible. If your check, bank draft or electronic funds transfer is returned for insufficient funds, you may be subject to an additional service charge. When payment is made by credit card, payment will also be subject to terms and conditions required by the credit card issuer. Rates will not be changed without at least 30 days advance written notice to Publisher. Changes in rates will be communicated to existing customers by email or by first class mail, which may be included with your bill. Customers without established credit history may be required to pay an advance deposit. All procedures and processes offered by Newz Group in the provision of the service is the sole and exclusive property of GeoTel Corporation, its information providers, and its partners. Newz Group makes no copyright claims to pre-existing works or content which is subject to copyright claims by the publisher or any other person or entity. This Agreement does not provide any third party with any remedy, claim or right of reimbursement.

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Neither GeoTel Corporation, its bureaus, divisions, its information providers, or its partners will be liable for delay or default in the performance of its obligations under this Agreement if any delay in service or default in service is caused by conditions beyond its control, including but not limited to any act of God, fire, natural disaster, flood, accident, storm, act of government, acts of war, riot, government interference, sabotage, failure of suppliers or subcontractors, electrical outage, economic collapse, bankruptcy, strike or walkouts.

Any claim arising out of or related to this Agreement, including without limitation claims related to the parties negotiations and inducements to enter into this Agreement, shall first be subject to negotiation by the authorized representatives of the Publisher and GeoTel. It is anticipated that reasonable and fair negotiation will resolve any claim or dispute arising out of or related to this Agreement. Should negotiation fail to result in a mutually agreeable solution to any such claim, then the matter shall be submitted to informal mediation with a neutral third party. Should negotiation and mediation fail to result in a mutually agreeable solution to any such claim, then the matter shall be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association, in which the parties shall share equally the costs of arbitration. This paragraph does not limit either parties right to provisional or ancillary remedies from a court of competent jurisdiction before, after or during the arbitration, and the exercise of any such remedy does not waive either parties right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction.

Publisher will indemnify and hold GeoTel Corporation, the Newz Group, its divisions, its information providers, or its partners harmless against any claim, damage, loss, liability or expense (including attorney's fees) of publisher or of third parties.

The right and obligations of publisher, GeoTel Corporation, Newz Group, or its divisions, under the foregoing paragraphs will continue notwithstanding any termination of the Agreement. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

GeoTel Corporation and Newz Group can assign all or part of our rights or duties under this Agreement without notifying you. If GeoTel Corporation or Newz Group does that, we have no further obligations to you. You, the Publisher, may not assign this Agreement or the Services without our prior written consent.

Notices from you to Newz Group must be provided in writing emailed to webpubs@newzgroup.com, or delivered to PO Box 873, Columbia, MO 65205, or delivered by fax to [573-474-1001](tel:573-474-1001). Notices which Newz Group sends to you under this Agreement will be provided by posting on this Newz Group Web Site, letter, call to you, or e-mail.

This Agreement shall be governed by the law of the state of Missouri, without regard to its choice of law rules, except that the arbitration provisions of this Agreement shall be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for services. Venue for any litigation arising out of this Agreement or the services provided under this agreement will be Columbia, Missouri.

This Agreement, which incorporates by reference the Newz Group Terms of Service and any attached written material which is hereby incorporated by reference, constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement may be amended only as provided in this Agreement. Neither you nor Newz Group are relying on any representations or statements by the other party or any other person that are not included in this Agreement and the attached material. This Agreement may only be changed in the manner provided for in this section. Only Newz Group may change this Agreement. If we make any changes to the prices or charges, we will comply with our notice commitments. If you continue to use or pay for the services after any changes in the prices, charges, terms or conditions, you agree to the changes.

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