



## Website Advertising Agreement

CNCPros International, Inc.  
ATTN: Marketing Department  
272 SW 5<sup>th</sup> Ave.  
Meridian, ID 83642

Business/Person Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: 208-855-9426  
Fax: 208-888-9248  
Email: [marketing@cncpros.com](mailto:marketing@cncpros.com)  
[www.FadalCNC.com](http://www.FadalCNC.com)

The above Business/Person agrees to advertise on FadalCNC.com according to these listed advertising opportunities. Please fill in the following information:

795 x 120 pixel – “Super” Leaderboard - \$50.00 per month for \_\_\_\_ month(s)

and/or

246 x 189 pixel – Medium Rectangle - \$35.00 per month for \_\_\_\_ month(s)

**Discounts for extended advertising are as follows: 3 months/3% discount, 6 months/6% discount, and 12 months/10% discounts.**

Payment is due upon approval of advertisement. One month (30 day) contracts cannot be canceled. Cancellation of multiple months before expiration of contract will result in a cancellation fee equal to that of the cost of space for one month.

All ads must be approved prior to going live on the website. The starting date will be mutually agreed upon by both parties. Advertiser assumes all risk and agrees to indemnify and hold FadalCNC.com or its sister websites harmless for any and all suits, claims, and liabilities of any kind and damages that arise from the advertisement and any additional marketing and promotions.

Approval of advertising agreement will be made via this signed agreement and sent back to the listed email address or fax number listed above.

I have read and agree with all of the Terms & Conditions enclosed in this contract.

I agree to Link Share and will add the website link within 5 business days of the signing date below.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For office use only:

Advertiser Approved                      Account # \_\_\_\_\_  
Advertiser's Start Date                      Date: \_\_\_\_\_  
Advertiser's End Date                      Date: \_\_\_\_\_  
Advertiser Link Share Added               Yes     No



## Terms & Conditions

### Advertisements

This Agreement describes the terms and conditions applicable to your placement of advertisements on FadalCNC.com.

You must read, agree with, and accept all of the terms and conditions contained in this Website Advertising Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, if you wish to place an advertisement on our site.

We may amend this Agreement at any time by posting the amended terms to the site. Any changes are effective upon creation of a new advertisement or renewal of an existing advertisement.

Our advertising services are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our advertising services are not available to children (persons under the age of 18). If you are under the age of 18, you can place an advertisement only in conjunction with, and under the supervision of your parents or guardians.

#### 1) Listing content:

- You must be legally able to sell the item(s) you list for sale on the site. You must describe your item and all terms of sale on the listing page of the site. Your listings may only include text, descriptions, photos, and other content relevant to the sale of that item.
- Review your advertisement carefully! Accurate information is solely your responsibility, and in most cases, will not be corrected after you submit your advertisement. CNCPros International, Inc. is not responsible for incorrect information entered by you; we act as a passive conduit for the online distribution and publication of your content.
- No HTML is allowed in the text of the advertisement.
- We require a form of contact in your advertisement — this should be a phone number, web address, and/or link to your company's website.
- We highly recommend advertising only one business in a single listing.

#### 2) Photos in your advertisements:

- Any photos uploaded to the site must be of the actual item for sale.
- No inappropriate or illegal images shall be uploaded to the site.
- At this time, we do not allow video and/or audio files on the site.

#### 3) Copyright:

- Listed items cannot infringe upon the copyright, trademark, trade secret, rights of publicity or privacy, or other proprietary rights of third-parties.
- No third-party copyrighted images may appear in your listing.

#### 4) Restricted Activities:

Advertisement information (or any items listed) and your activities associated with the advertisement and the sale of the item advertised shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) infringe any third-party's copyright, patent, trademark, trade secret or other proprietary rights, or rights of publicity or privacy; (d) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising); (e) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (f) be obscene or contain child pornography or material that is otherwise adult in nature or harmful to minors. (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (h) advertise commercial, non-private party products and services; (i) create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers; and (j) link directly or indirectly to or include descriptions of goods or services that: are prohibited under



this Agreement; or you do not have a right to link to or include. Furthermore, you may not list any item on the site (or consummate any transaction that was initiated using our service) that, by paying to us the listing fee could cause us to violate any applicable law, statute, ordinance, or regulation, or that violates CNCPros International, Inc.'s current policies.

**5) License:**

You agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to distribute, copy, modify, publicly display, publicly perform, in any media now known or not currently known, with respect to your advertisement. CNCPros International, Inc. will only use your personal information in accordance with our [Privacy Policy](#).

**6) Access & Interference:**

Much of the information on the site is updated on a real-time basis and is proprietary or is licensed to CNCPros International, Inc. by our users or third-parties. You agree that you will not use any robot, spider, scraper, or other automated means to access the site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your own classified advertisement content) from the site without the prior expressed written permission of CNC Listings, LLC and the appropriate third-party, as applicable; (iii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the site; or (iv) bypass any measures we may use to prevent or restrict access to the site.

**7) Release:**

In the event that you have a dispute with one or more users, you release CNCPros International, Inc. (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**8) Information Control:**

We do not control the content provided by other users that is made available through our system. You may find other advertisers' listings to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the site. Please note that there are also risks of dealing with under age persons or people acting under false pretense. Additionally, there may also be risks dealing with international trade and foreign nationals. By using this site, you agree to accept such risks and CNCPros International, Inc. is not responsible for the acts or omissions of users on the site. If you suspect any offensive or harmful activity, you may report a bad advertisement at any time by contacting our [customer support team](#) for investigation.

**9) Breach:**

Without limiting other remedies, we may limit your activity, immediately remove your listing(s), issue a warning, temporarily suspend, indefinitely suspend, or terminate your account and refuse to provide our services to you if: (a) you breach this Agreement or the documents it incorporates by reference, including without limitation engaging in any of the restricted activities detailed in section 4); (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users, or us.

**10) Privacy:**

Please read our company wide [privacy statement](#).

**11) No Warranty:**

WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND OUR SUPLIERS PROVIDE OUR WEBSITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND OUR SUPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state-to-state.

**12) Liability Limit:**

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

**13) Indemnity:**

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third-party.

**14) Legal Compliance:**

You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our service and your listing and sale of items.

**15) No Agency:**

You and CNCPros International, Inc. are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

**16) Additional Terms:**

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to specific services offered on the site:

## Outage / Refund Policy:

We make every attempt to make sure that our site is functioning properly. If the site is down for longer than 24 hours, we will credit you the time as additional runtime on your advertisement. If the advertisement was time sensitive, for example, included an open house date, you may be entitled to a refund. Please contact our [customer support team](#) if you have any questions or complaints regarding site outages.

CNCPros International, Inc. will not be held responsible for errors made by the advertiser while submitting their advertisement. If there has been a technical error on the part of CNCPros International, Inc., you must notify our [customer support team](#) within two working days of the problem for investigation.

**Investigations Policy:** The CNCPros International, Inc. [customer support team](#) is responsible for resolving reported cases of inappropriate listings. To report possible problems with any advertisement, contact our [customer support team](#) for investigation.

Any of these policies may be changed from time-to-time and are effective immediately after we post the changes on the site, except for the Privacy Policy which takes effect 30 days after being posted on our site. In addition, when using particular services on the site, you agree that you are subject to any posted policies or rules applicable to services you use through the site, which may be posted from time-to-time. All such posted policies or rules are hereby incorporated by reference into this Agreement.

**17) General:**

This Agreement shall be governed in all respects by the laws of the State of Idaho as such laws are applied to agreements entered into and to be performed entirely within Idaho between Idaho residents. We do not guarantee continuous, uninterrupted, or secure access to our services, and operation of the site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements



may be automatically assigned by CNCPros International, Inc. in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. 5 (License), 6 (Access and Interference), 7 (Release), 12 (Liability Limit), and 13 (Indemnity) shall survive any termination or expiration of this Agreement.

CNCPros International, Inc. reserves the right to refuse any entity advertising on this or our sister websites.