

TheDigitel.com

ADVERTISING CONTRACT

Revision: April 2008

GIANT HAWK MEDIA

39A Elizabeth Street

Charleston, SC 29403

phone: 843.278.5886

fax: 843.278.2310

ADVERTISER: _____

DATE: _____

ADDRESS: _____

CONTACT INFO: _____

PAYMENT METHOD: Check Visa MasterCard Other: _____

CARDHOLDER NAME: _____

CREDIT CARD NO.: _____

EXP. DATE: _____

SIGNATURE: _____

Desired launch date _____

Desired end date (optional) _____

Ad position _____

No. of impressions _____

Graphic provided Yes No

This section to be filled out by advertising representative:

BASE COST _____

Discount note _____

DISCOUNT(S) _____

AMOUNT DUE _____

For first-time advertisers, payment is due prior to advertisement's posting on TheDigitel.com or design of the advertisement. For repeat customers, payment is due within 15 days after posting. Late payments may be subject to a 5% penalty.



A: Search sponsor
Small logo with your company name, \$10 per 1,000 impressions.
» Appears near the search box on the top of all pages.

B: Skyscraper ad
160px x 600px, \$13 per 1,000 impressions.
» Appears on home page, section fronts, and story pages.

C: Text ad
» 25 words including bolded headline, \$8 per 1,000 impressions.
» Appears on home page, section fronts, and story pages.

D: Large lower strip
» 960px x 160px, \$13 per 1,000 impressions.
» Appears on home page, section fronts, and story pages.

E: Large lower box
» 240px x 400px, \$11 per 1,000 impressions.
» Appears on home page, section fronts, and story pages.

I agree to all terms and conditions as stated on the back of this form and to pay Giant Hawk Media the above-written amount.

SIGNED _____

DATE _____

TERMS AND CONDITIONS

SCOPE OF SERVICES: Giant Hawk Media will display advertising banners on TheDigitel.com and other pages linked thereto. The advertisements will be limited to that advertiser's Web site or any other page located at another URL that the advertiser provides to Giant Hawk Media in writing.

ADVERTISEMENT GRAPHICS: All advertisement graphics must be provided by the advertiser in the appropriate format for TheDigitel.com. Giant Hawk Media does not offer advertisement graphic design services, but we are willing to work with any third party design firms with whom the advertiser has a working arrangement.

ADVERTISEMENT APPROVAL: All advertisements must be approved by Giant Hawk Media. Any advertisement created for the advertiser by Giant Hawk Media must be approved by the advertiser prior to posting on TheDigitel.com.

RIGHT OF DECLINE: Giant Hawk Media reserves the right to refuse any advertisement that does not completely conform to its advertising standards, whether in the content of the advertisement or the Web site to which said advertisement links. Any failure of an advertisement or of the site to which an advertisement links to conform to these standards will constitute a breach of this agreement.

ADVERTISING STANDARDS: Giant Hawk Media does not publish any advertisements that contain or link to obscene or objectionable material. What defines "obscene" or "objectionable" is left to the discretion of Giant Hawk Media and includes, but is not limited to: pornography, illegal products or services, infringement upon copyrights or trademarks, and plagiarism.

ADVERTISEMENT DISPLAY: Advertisements will be placed in the position selected by the advertiser or, if no specific position is requested, at Giant Hawk Media's discretion. An advertisement will have a random chance of appearing on each page load until the available balance of page views expires. Advertisers may select target end dates and Giant Hawk Media will adjust how often the advertisement appears in an effort to use all available impressions by the desired end date. Target dates are a free service offered to the advertiser and are not an exact science. Giant Hawk Media will not be responsible for an advertisement running later than or ending prior to a desired target date.

LIMITATIONS OF LIABILITY: Neither party shall be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of the terms of this agreement, whether in contract, in tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. The advertiser will indemnify and hold Giant Hawk Media harmless against any claims incurred by Giant Hawk Media arising out of or in conjunction with the placement or display of any advertisement or the advertiser's breach of this agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Giant Hawk Media's total liability under this agreement with respect to any advertisements, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the advertiser to Giant Hawk Media.

ADVERTISING RATES: All contracts are subject to Giant Hawk Media's published advertising rates. Giant Hawk Media reserves the right to alter advertising rates at any given time, however such rate changes will not affect contracts already agreed upon. When a contract comes up for renewal, Giant Hawk will inform the advertiser of the new advertising rates.

PAYMENT: For first-time advertisers, payment is due prior to advertisement's posting on TheDigitel.com or design of the advertisement. For repeat customers, payment is due within 15 days after posting. Late payments may be subject to a 5% penalty. Giant Hawk Media reserves the right to hold the advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed.

REFUNDS: After the commencement of an advertisement, that is, by the advertisement being available, accessible, or viewable to third parties on TheDigitel.com, there will be no refund of monies paid or owed by the advertiser to Giant Hawk Media.

AGREEMENT: The signature of the advertiser or its authorized advertising agent on the front of this agreement constitutes full understanding of and willingness to abide by all of the terms and conditions as stated above.