

ADVERTISING SERVICES – TERMS AND CONDITIONS

1. TERM.

1.1. This Agreement will remain in effect for the length of time indicated on the Cincinnati Bell content submission website. After expiration of the initial term, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term.

2. DEFINITIONS.

2.1. Advertising Services(s) – Promotional messaging and/or advertising placement services in connection with Cincinnati Bell's Connect Cincinnati mobile application.

3. SERVICES AND RATES.

3.1. Advertising Service will be provided as specified on the Cincinnati Bell content submission website.
3.2. Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the Advertising Service.

4. TERMS OF PAYMENT.

4.1. Customer will make payment 30 days from receipt of invoice. Customer shall be responsible for payment of all such amounts unless placement of the Advertisement is cancelled with at least 30 days prior written notice.

5. RESERVED

6. SUBMISSION; ACCEPTANCE OF ADVERTISING.

6.1. Customer shall submit all Advertisements (as defined below) to CBT at least 5 business days prior to scheduled placement to allow CBT sufficient opportunity for review. CBT reserves the right, at its absolute discretion, and at any time, to reject, cancel or remove any Advertisement (and any URL link therein), whether or not the Advertisement has previously been accepted and/or placed by CBT.

7. GRANT OF RIGHT.

7.1. Upon submission for placement, Customer grants CBT a non-exclusive, worldwide right and license to distribute, place, reproduce, transmit, and use all creative materials, content, data and other materials supplied by or on behalf of Customer, including without limitation, text and graphics (collectively, the "Advertisement"), consistent with these terms.

8. CUSTOMER REPRESENTATIONS.

8.1. Customer represents and warrants: (i) Customer is the owner or is licensed to use all the content contained in its Advertisements, including, without limitation, (a) the names and/or pictures of persons; and (b) any copyrighted material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services; (ii) Customer is solely responsible for the substantive content of each Advertisement and that CBT shall have no liability for the content and claims in any Advertisement; (iii) Customer has a reasonable basis for all claims made within each Advertisement, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its Advertisements; (iv) The use, reproduction, distribution, transmission or display of any Advertisement and any materials to which users can link, or any products or services made available to users through the Advertisement does not and will not (a) violate any law, statute, ordinance, treaty, order, decree, regulation, or infringe any copyright, patent, trademark, or service mark, trade secret rights or any other personal, moral, contract, property or privacy right of any third party; or (b) contain or promote viruses, obscene, abusive, violent, bigoted, hate-oriented, cracking, or hacking content or conduct; and (v) Customer shall not load or in any manner facilitate the loading of any computer program onto an individual's computer in connection with any Advertisements, including without limitation cookies and/or programs commonly referred to as adware or spyware

9. GENERAL.

9.1. These Terms and Conditions, together with all attachments which are hereby incorporated herein by reference: (i) shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to principles of conflicts law; and (ii) shall constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Customer may not resell, assign, or transfer any of its rights hereunder.