



IMARS Website Advertising Policy

By purchasing advertising on the IMARS website, the advertiser agrees to the following terms and conditions:

1. The appearance of advertising on the IMARS website is neither a guarantee nor an endorsement by IMARS of the product, service, or company or the claims made for the product in such advertising.
2. Any advertisement may be refused or removed from the website if full payment for the relevant period has not been received and/or the advertisement submitted does not comply with the dimensions required.
3. IMARS, in its sole discretion, retains the right to decline any submitted advertisement or to discontinue posting of any advertisement previously accepted. IMARS reserves the right to not link to or to remove links to other Web sites. IMARS may reject or remove any advertisement for a website which is not functional.
4. Should IMARS decide not to accept the advertiser's ad, payment will be refunded in full. If after the ad has been displayed, IMARS finds it conflicts with any of these policies, the advertiser will receive a refund for the unused portion of the fees. The refund of all or part of the advertising fees shall be the advertiser's sole remedy for termination of this agreement.
5. Accepted advertisements will be displayed without rotation for a specified period of time on the IMARS website.
6. IMARS shall use commercially reasonable effort to maintain the website and display the advertisements 24 hours per day during the term of the agreement.
7. IMARS warrants that it will make a commercially reasonable effort to perform its services under this agreement in a competent manner. IMARS does not warrant that it will be able to correct all reported defects or that use of the website, advertisement, or that the hyperlink to the advertised site will be uninterrupted or error-free.
8. IMARS makes no warranty regarding features or services provided by third parties. IMARS disclaims all implied warranties including without limitation, the warranties of merchantability, non-infringement of third-party rights, and fitness for a particular purpose.
9. Advertiser agrees that IMARS liability for any error in displaying the advertisement or any failure to provide services shall not exceed the advertising fee paid by the advertiser. If IMARS is unable to display the advertisement at any time during the term of the agreement due to acts of God, war, riot, strikes, system or transmission failure, or for any other reason beyond its reasonable control, such failure to display the advertisement will not constitute a breach of this agreement; provided, however that the advertiser may terminate this agreement if such failure to display the advertisement continues for more than twenty (20) days.
10. If such failure to display the advertisement is caused by an act or omission of the advertiser, IMARS shall be entitled to full payment of all advertising fees.
11. If such failure to display the advertisement is not caused by an act or omission of the advertiser, but a failure of the IMARS to meet its obligation, IMARS will allow a pro rata reduction in the advertising fees.
12. In no event shall IMARS be liable, whether in contract, tort (including negligence), or otherwise, for any indirect, incidental, or consequential damages (including lost sales or profit, lost data, business interruptions or attorney's fees) even if notified in advance of such possibility.
13. The advertiser warrants that the advertisement is truthful and will not violate any foreign, federal, state or local law or regulation; will not infringe or misappropriate any copyright, trademark, patent, trade secrets, publicity or privacy rights of any person or third-party in any jurisdiction; does not contain any material which is unlawful, harmful, abusive, hateful, obscene, threatening or defamatory.
14. The advertiser agrees to defend, indemnify, and hold harmless IMARS its officers, directors, sub-licensees, employees, and agents from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from the breach of the warranties in the customer warrantees section.
15. IMARS will consider changes to advertisements on a case by case basis and make only those it deems necessary to fulfill this agreement (for example, a change to the advertiser's website URL). Failure to grant requested changes does not constitute a breach of this agreement.
16. Ads may be cancelled and refunded in full if the cancellation is requested at least 1 day before the scheduled time. No refund shall be granted after the ad has been displayed.
17. This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Ohio.