

Quiza Media & Advertising LLC Service Agreement

Quiza Media & Advertising LLC
4415 Harrison St, Hillside, IL 60162
Office: [+1 800 266 0157](tel:+18002660157)

This Service Agreement (the “Agreement”) is a legal agreement between _____ (“you” or “Customer”), and Quiza Media & Advertising LLC with an office at 4415 Harrison St, Hillside, IL 60162 Together, you and Quiza Inc. shall be referred to as the Parties.

Article 1 – Definitions

Quiza Media & Advertising LLC Account: An account on the Quiza Inc. Website provided to you by Quiza Inc under this Agreement.

Quiza Media & Advertising LLC Account Equipment: Any and all facilities, equipment or devices provided to you by Quiza Inc which are used to deliver any of the Quiza Inc Services, including, but not limited to, the Quiza Inc Unit(s) and all parts thereof.

Quiza Media & Advertising LLC Platform: Software or code provided by Quiza Media & Advertising LLC or required to use or provide the Quiza Media & Advertising LLC, including without limitation all associated documentation and updates thereto.

Quiza Media & Advertising LLC Services: The services provided by Quiza Media & Advertising LLC to you as described in this Agreement

Quiza Media & Advertising LLC Unit: The device provided to you by Quiza Media & Advertising LLC named the Quiza Media & Advertising LLC Unit.

Quiza Media & Advertising LLC Website: The website with the URL www.quiza.tv.

Billing Period: A period of one calendar month which starts on the Service Commencement Date and which recurs until the Term of the Agreement expires.

Customer Address: The address indicated as the Customer Address in the attached Service Order.

Customer Equipment: Any and all facilities, equipment or devices supplied by you for use in connection with the Quiza Media & Advertising LLC Services.

Initial Payment: The amount indicated as the Initial Payment in the attached Service Order.

Monthly Services Fee: The amount indicated as the Monthly Services Fee in the attached Service Order.

Late Return Fee: The amount indicated as the Late Return Fee in the attached Service Order.

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Number of Quiza Media & Advertising LLC Units Ordered: The number of Quiza Media & Advertising LLC. Units ordered by you as indicated in the attached Service Order.

Service Commencement Date: The date indicated as the Service Commencement Date in the attached Service Order.

Service Order: The document attached to and forming part of this Agreement setting out applicable terms and conditions mutually agreed upon by the Parties

Target Monitor: The display monitor to which a Quiza Media & Advertising LLC Unit is connected.

Term: The number of months indicated as the Term of the Agreement in the attached Service Order.

Uploaded Content: Visual or audiovisual content that you upload to the Quiza Media & Advertising LLC Platform in accordance with this Agreement.

Article 2 – Quiza Media & Advertising LLC Platform

2.1 Quiza Media & Advertising LLC Account

To receive Quiza Media & Advertising LLC Services, you will need to register for a Quiza Media & Advertising LLC Account through the Quiza Media & Advertising LLC Website. When registering for a Quiza Media & Advertising LLC Account, you agree to provide only accurate, complete registration information and that you will keep such information up-to-date. When you have created the Quiza Media & Advertising LLC Account, you will obtain unique login credentials. You are responsible for maintaining the confidentiality of your login credentials and for restricting access to the computers or devices used to access your Quiza Media & Advertising LLC Account. You agree to accept responsibility for all activities that occur under your Quiza Media & Advertising LLC Account.

2.2 License Grant

By registering for a Quiza Media & Advertising LLC Account, you agree to receive a limited and non-exclusive license to access and use the Quiza Media & Advertising LLC Platform (the “Quiza Media & Advertising LLC Platform License”). You shall not use the Quiza Media & Advertising LLC Platform License for any unlawful purpose or any purpose other than that authorized by this Agreement. Subject to the terms and conditions of this Agreement, the Quiza Media & Advertising LLC Platform License allows you to upload certain visual or audiovisual content (your “Uploaded Content”) to the Quiza Media & Advertising LLC Platform and to cause selected portions of your Uploaded Content to be transmitted to Target Monitor(s) via the Quiza Media & Advertising LLC Equipment.

Initials _____



2.3 Your Uploaded Content

You shall be solely responsible for your Uploaded Content and the consequences of uploading, publishing, performing or otherwise displaying your Uploaded Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to upload, publish, perform or otherwise display your Uploaded Content. You license to Quiza Media & Advertising LLC all patent, trademark, trade secret, copyright or other proprietary rights in and to such Uploaded Content for storing, publishing, performing, changing the size, resolution or colours of, or otherwise displaying your Uploaded Content in connection with this Agreement. You further agree that your Uploaded Content will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to upload, publish, perform or otherwise display the material and to grant Quiza Media & Advertising LLC all of the license rights granted herein. Quiza Media & Advertising LLC. does not endorse your Uploaded Content and Quiza Media & Advertising LLC expressly disclaims any and all liability in connection with your Uploaded Content. Quiza Media & Advertising LLC. does not permit copyright infringing activities and infringement of intellectual property rights in any way. Quiza Media & Advertising LLC reserves the right to remove Uploaded Content at its sole discretion without prior notice.

2.4 Prohibited Uses

Quiza Media & Advertising LLC Platform License does not permit you to use any data mining, robots or similar data gathering and extraction tools, or viruses, Trojan horses, spyware, or any other technologies or malicious code in connection with the Quiza Media & Advertising LLC Platform. Furthermore, you shall not copy, modify, decompile, reverse engineer, disassemble, create derivative works of, or otherwise reduce the Quiza Media & Advertising LLC Platform or any part thereof to human-perceivable form (except as and only to the extent the foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included within the Quiza Media & Advertising LLC Platform). Any attempt to do so is a violation of the rights of Quiza Media & Advertising LLC and any other applicable rightsholders. All rights not expressly granted to you in this Agreement are reserved and retained by Quiza Media & Advertising LLC.

Initials _____/_____/_____



2.5 Quiza Media & Advertising LLC Website

Whether or not you have a Quiza Media & Advertising LLC Account, your use of the Quiza Media & Advertising LLC Website is governed by the Quiza Media & Advertising LLC Terms of Use, which can be accessed at <http://www.QUIZA.tv>. You agree at all times to comply with the Quiza Media & Advertising LLC. Terms of Use, as it may be changed by Quiza Media & Advertising LLC in its sole discretion from time to time. Should there be any conflicting terms and conditions between this Agreement and the Quiza Media & Advertising LLC. Terms of Use, this Agreement will supersede the Quiza Media & Advertising LLC Terms of Use to the extent of the conflicting terms and conditions.

Article 3 – Quiza Media & Advertising LLC Equipment

3.1 License Grant

Subject to your compliance with the terms and conditions of this Agreement, Quiza Media & Advertising LLC grants to you a limited, non-exclusive, non-transferable and non-assignable license to install, operate and use Quiza Media & Advertising LLC Equipment. During the Term, Quiza Media & Advertising LLC. Equipment shall be located at Customer Address, unless expressly agreed otherwise in writing by the Parties. You shall not use Quiza Media & Advertising LLC Equipment for any unlawful purpose or any purpose other than that authorized by this Agreement.

The Quiza Media & Advertising LLC. Equipment shall include the number of Quiza Media & Advertising LLC Units equal to the Number of Quiza Media & Advertising LLC Units Ordered. You shall use each Quiza Media & Advertising LLC. Unit to display your Uploaded Content on one (1) Target Monitor only. Quiza Media & Advertising LLC. shall have no responsibility or obligation to pay for, install, operate, maintain, repair or replace the Target Monitor or any other Customer Equipment. You shall not attempt to disassemble, repair, reverse engineer or otherwise tamper with Quiza Media & Advertising LLC Equipment in any way or permit others to do so.

3.2 Quiza Media & Advertising LLC Property

Quiza Media & Advertising LLC. Equipment is and shall remain the property Quiza Media & Advertising LLC regardless of where it has been installed. Quiza Media & Advertising LLC. Equipment shall not be considered a fixture or an addition to the land or Customer's premises. You shall not take any action that would directly or indirectly impair Quiza Media & Advertising LLC title to Quiza Inc. Equipment, or expose Quiza Media & Advertising LLC. to any claim, lien, encumbrance, or legal process in respect of Quiza Media & Advertising LLC. Equipment, except as otherwise agreed upon in writing by the Parties. You shall immediately notify Quiza Media & Advertising LLC. in the event that Quiza Media & Advertising LLC Equipment is levied, has a lien attached, or is threatened with seizure.

Initials _____/_____/_____



3.3 Loss or Damage

Quiza Media & Advertising LLC shall maintain Quiza Media & Advertising LLC. Equipment in good operating condition during the term of this Agreement only to the extent that such maintenance is related to or resulting from the ordinary and proper use of Quiza Media & Advertising LLC. Equipment in accordance with this Agreement. You are responsible for damage to, or loss of, Quiza Media & Advertising LLC. Equipment caused by your acts, omissions, or noncompliance with this Agreement, or by fire, theft or other circumstance unless caused by the gross negligence or willful misconduct of Quiza Media & Advertising LLC.

3.4 Return of Quiza Media & Advertising LLC Equipment

Once the Term of the Agreement has expired or the Agreement has been terminated for any other reason, you shall deliver Quiza Media & Advertising LLC. Equipment to Quiza Media & Advertising LLC., at your own expense, within seven (7) days, or else be subject to Late Return Fees in accordance with section 4.4. Following Quiza Media & Advertising LLC discontinuance of the Quiza Media & Advertising LLC. Services, Quiza Inc. retains the right to remove the Quiza Media & Advertising LLC Equipment from the Customer Address at all reasonable hours.

Article 4 – Payment

In exchange for receiving Quiza Media & Advertising LLC Services, you agree to pay Quiza Media & Advertising LLC as follows:

4.1 Initial Payment

You will pay the non-refundable Initial Payment in advance of Quiza Media & Advertising LLC delivering Quiza Media & Advertising LLC Equipment to you. Quiza Media & Advertising LLC shall credit the Initial Payment to you to pay for Monthly Services Fees due under this Agreement.

4.2 Monthly Services Fees

At the beginning of every Billing Period during the Term of this Agreement, you will pay Quiza Media & Advertising LLC the Monthly Services Fee as set forth in the attached Service Order. Quiza Media & Advertising LLC reserves the right to change the Monthly Services Fee at its sole discretion with thirty (30) days notice.

4.3 Taxes

You will pay all federal, state and local taxes or other governmental fees and charges, if any, which are assessed.

Initials _____/_____/_____



4.4 Late Return Fees

In the event that the Quiza Media & Advertising LLC. Equipment is not delivered to Quiza Media & Advertising LLC. within seven (7) days of the expiration of the Term of the Agreement or the termination of the Agreement for any other reason, you agree to pay Quiza Media & Advertising LLC. the Late Return Fee for every additional day that passes on which the Quiza Media & Advertising LLC. Equipment is not delivered to Quiza Media & Advertising LLC..

4.5 Payment of Fees At or near the beginning of every Billing Period, Quiza Media & Advertising LLC. will deliver an invoice to you for that Billing Period's Monthly Services Fees, as well as all other fees that have accrued under this Agreement. You shall make payment to Quiza Media & Advertising LLC. for all invoiced amounts within fourteen (14) days after the date of the invoice. Any amounts not paid to Quiza Media & Advertising LLC. within such period will be considered past due and subject to interest of 5% or the maximum amount permissible by law, whichever is less. Partial payment of any bill will be applied to your outstanding fees. No acceptance of partial payment(s) by Quiza Media & Advertising LLC. shall constitute a waiver of any rights to collect the full balance owed under the Agreement. Quiza Media & Advertising LLC. reserves the right to limit or withhold provision of Quiza Media & Advertising LLC. Services until all amounts past due are paid in full.

4.6 Payment by Card Upon your written request and Quiza Media & Advertising LLC acceptance of such request, Quiza Media & Advertising LLC. will accept certain credit or debit card payments for fees or other amounts made payable under this Agreement. By providing Quiza Media & Advertising LLC. with a credit or debit card number, you authorize Quiza Media & Advertising LLC. to charge the card for all amounts made payable under this Agreement until the Term of this Agreement expires or the Agreement is otherwise terminated, or you provide thirty (30) days prior notice that Quiza Media & Advertising LLC. stop charging the credit or debit card. If Quiza Media & Advertising LLC. is unable to charge the credit or debit card for any reason, you agree to pay all amounts due, including any late payment charges or bank charges, upon demand by Quiza Media & Advertising LLC. You represent and warrant that all credit and debit information that you provide to Quiza Media & Advertising LLC. will be true and correct. If you request that Quiza Media & Advertising LLC. accept credit card payments, you authorize Quiza Media & Advertising LLC. to make inquiries and to receive information about your credit history from third parties. Quiza Media & Advertising LLC. may, in its sole discretion, refuse to provide Quiza Media & Advertising LLC. Services based upon an unsatisfactory credit history.

Initials _____/_____/_____



Article 5 – Cancellation; Termination

5.1 Cancellation You shall have the right to cancel this Agreement with thirty (30) days prior notice. Once this notice period of thirty (30) days has passed, the Agreement will terminate.

5.2 Termination Quiza Media & Advertising LLC. shall have the right to terminate this Agreement forthwith without prejudice to its other rights and remedies on written notice if: a) you fail to pay any amounts due under this Agreement in accordance with the terms of this Agreement; or b) Quiza Media & Advertising LLC. has any cause to believe that you have breached the terms of this Agreement. Otherwise, Quiza Media & Advertising LLC. shall have the right to terminate this Agreement at its sole discretion without prejudice to its other rights and remedies with thirty (30) days prior notice.

5.3 Effect of Termination Once the Agreement has been terminated: a) Quiza Media & Advertising LLC. shall be entitled to limit or prohibit access to your Quiza Media & Advertising LLC. Account; b) you shall deliver the Quiza Media & Advertising LLC. Equipment to Quiza Media & Advertising LLC. within seven (7) days of the Agreement terminating or else be subject to Late Return Fees in accordance with section 4.4; and c) you will be issued a final invoice for all outstanding amounts owed under this Agreement and shall pay such amounts in accordance with section 4.5.

5.4 Survival Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of the Term of this Agreement, including without limitation Sections 2.3, 2.4, 3.2, 3.3, 3.4, 4.4, 4.5 and 5.3 and Articles 6, 7, 8, 12, 13, 14 and 17, will survive any termination or expiration of this Agreement and continue in full force and effect.

Article 6 – Indemnification; Limitation of Liability You will defend, indemnify and hold harmless Quiza Media & Advertising LLC C. and its respective principals, partners, officers, directors, employees and agents (the “Indemnified Persons”) from and against any and all claims, demands, suits and other proceedings brought by third parties (“Claims”), and will pay as incurred all related liability, losses, damages, judgments, settlements, costs and expenses (including attorneys’ fees in connection with your defense of the Claim) arising from or relating to (a) any actual or alleged infringement or misappropriation of any third party’s copyright, trademark, patent or other property rights by you; (b) any act or omission by you that gives rise to liability under contract law, tort law or any other legal or equitable theory; or (c) any other breach of this Agreement. Quiza Media & Advertising LLC. does not represent, warrant, or guarantee in any way that your use of Quiza Media & Advertising LLC.

Initials _____/_____/_____



Services, Quiza Media & Advertising LLC. Equipment or Quiza Media & Advertising LLC. Platform will not result in a Claim against you for copyright infringement, unfair competition, or under or pursuant to any other theory in law. Quiza Media & Advertising LLC. reserves the right to terminate this Agreement forthwith in the event that Quiza Media & Advertising LLC. becomes aware of a Claim against the Parties in connection with this Agreement. You shall be solely responsible for any Claim and will defend, indemnify and hold harmless the Indemnified Persons to the extent there is a Claim against the Parties for breach of contract, tortious interference of a contract, or under or pursuant to any other theory in law.

Article 7 – Disclaimer THE Quiza Media & Advertising LLC. SERVICES AND ALL INFORMATION, CONTENT, MATERIALS (INCLUDING THE Quiza Media & Advertising LLC. ACCOUNT, Quiza Media & Advertising LLC. PLATFORM, Quiza Media & Advertising LLC. EQUIPMENT AND Quiza Media & Advertising LLC. WEBSITE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE Quiza Media & Advertising LLC. SERVICES ARE PROVIDED BY Quiza Media & Advertising LLC. ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. Quiza Media & Advertising LLC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE QUALITY OR OPERATION OF THE Quiza Media & Advertising LLC. SERVICES, OR THE INFORMATION, CONTENT, MATERIALS (INCLUDING THE QUIZA INC. ACCOUNT, Quiza Media & Advertising LLC. PLATFORM, Quiza Media & Advertising LLC. EQUIPMENT AND Quiza Media & Advertising LLC. WEBSITE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE Quiza Media & Advertising LLC. SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE Quiza Media & Advertising LLC. SERVICES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Quiza Media & Advertising LLC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Quiza Media & Advertising LLC. WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY Quiza Media & Advertising LLC. SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS (INCLUDING Quiza Media & Advertising LLC. ACCOUNT, Quiza Media & Advertising LLC. PLATFORM, Quiza Media & Advertising LLC. EQUIPMENT AND Quiza Media & Advertising LLC.

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WEBSITE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY Quiza Media & Advertising LLC. SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

Article 8 – Intellectual Property All content included on or through the Quiza Media & Advertising LLC. Account, Quiza Media & Advertising LLC. Platform and Quiza Media & Advertising LLC. Website with the exception of your Uploaded Content is the property of Quiza Media & Advertising LLC. or its content suppliers and protected by United States and international copyright laws, trademark laws, or patent laws, as applicable. Such content includes but is not limited to text, graphics, logos, button icons, images, video or audio clips, digital downloads, and data compilations.

Article 9 – Notices; Deliveries All notices and deliveries that are required to be made to Quiza Media & Advertising LLC. pursuant to this Agreement shall be made by U.S. Mail or other personal delivery method to the following address: Quiza Media & Advertising LLC. 4415 Harrison St, Hillside, IL 60162

All notices or deliveries to you will be deemed delivered when (a) personally delivered to you; (b) addressed to you at your last known address and deposited in the U.S. Mail; (c) sent via internet to the email address you provided Quiza Media & Advertising LLC. when registering for your Quiza Media & Advertising LLC. Account; (d) delivered when a voice message is left at the telephone number you provided Quiza Media & Advertising LLC. when registering for your Quiza Media & Advertising LLC. Account; OR (e) sent to the Target Monitor via the Quiza Media & Advertising LLC. Equipment.

Article 10 – Nature of the Parties' Relationship This Agreement shall in no way be construed to render either party a partner, employee or agent of the other party. Neither party shall have any right or authority to assume or create any liability or obligation, expressed or implied, on behalf of, or to bind in any manner, the other party.

Article 11 – Waiver No delay or omission by either party in exercising any right under this Agreement with respect to any of the provisions of this Agreement shall impair any such right or be construed to be a waiver of any such right.

Article 12 – Disputes

Initials _____



12.1 Dialogue If any controversy, allegation, or claim arises out of or relates to the Quiza Media & Advertising LLC. Services, Quiza Media & Advertising LLC. Platform, or this Agreement (collectively, the “Dispute”), then you and Quiza Media & Advertising LLC. agree to send a written notice to the other party providing a reasonable description of the Dispute, along with a proposed resolution of it. For a period of thirty (30) days from the date of receipt of notice from the other party, you and Quiza Media & Advertising LLC. will engage in a dialogue in order to attempt to resolve the Dispute. Notwithstanding this section, nothing in this Agreement will require you or Quiza Media & Advertising LLC. to resolve the Dispute on terms with respect to which either you or Quiza Media & Advertising LLC., in each party’s sole discretion, disagree.

12.2 Arbitration If the Parties are unable to resolve the dispute, then the dispute will be resolved by binding arbitration in Chicago, Illinois, or at another mutually agreed upon location. Either Party may invoke this arbitration provision by giving notice to the other of the subject of the dispute. The arbitration will be conducted by a panel of three (3) arbitrators selected in accordance with the commercial rules of the American Arbitration Association (“AAA”), or other arbitration rules as may be mutually agreed to by the Parties. Each arbitrator will be an attorney familiar with the factual subject matter relevant to the dispute. Each Party will be entitled to discovery to the extent authorized by the arbitrators. In all other respects, the Parties and the arbitrators will conduct the arbitration proceedings in accordance with the commercial rules of the AAA, except where preempted by federal statute, rule or regulation. The arbitrators will issue a written opinion stating the bases of the opinion and include detailed findings of fact and conclusions of law, provided, however, that each Party agrees that the available grounds for modification or vacation of arbitration awards shall not be expanded thereby and that such Party shall not seek to challenge the arbitration award on any grounds other than those permitted by applicable law. The judgment of the arbitrators will be final and binding upon the Parties, subject to applicable law governing confirmation, modification and vacation of arbitration awards, and may be entered in any court of competent jurisdiction. Each Party will pay its own costs and attorneys’ fees. Notwithstanding the foregoing, the arbitration panel may include in its ruling a different allocation of costs, arbitrators’ and/or attorneys’ fees and/or costs.

Initials _____/_____/_____



12.3 Judicial Proceedings If for any reason a claim proceeds in court rather than in arbitration, the Parties each waive any right to a jury trial. The Parties also agree that the claim will be brought in the courts of the State of Illinois having jurisdiction over the City of Chicago or in the United States District Court for the Northern District of Illinois. Notwithstanding anything in section 12.2, you agree that Quiza Media & Advertising LLC. may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Article 13 – Privacy The Quiza Media & Advertising LLC. Privacy Policy, as it may be changed by Quiza Media & Advertising LLC. in its sole discretion from time to time, applies to Quiza Media & Advertising LLC handling of your confidential or personal information in connection with the Quiza Media & Advertising LLC. Services. Should there be any conflicting provisions between this Agreement and the Quiza Media & Advertising LLC. Privacy Policy, the Quiza Media & Advertising LLC. Privacy Policy will supersede this Agreement to the extent of the conflicting provisions. A copy of Quiza Media & Advertising LLC privacy policy is available at www.quiza.tv

Article 14 – Governing Law The rights and duties of the Parties will be governed by the local law of the State of Illinois, excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction; provided, however, that the Uniform Computer Information Transactions Act, whether now or hereafter enacted in Illinois (“UCITA”), will not apply to this Agreement or any performance hereunder and the Parties expressly opt-out of the applicability of UCITA to this Agreement. The Parties expressly exclude the application of the U.N. Convention on Contracts for the International Sale of Goods. The Parties have agreed to follow the dispute resolution procedures identified in Article 12 and that any judicial proceeding will be brought in the courts of the State of Illinois having jurisdiction over the City of Chicago or in the United States District Court for the Northern District of Illinois.

Article 15 – Variation Any variation of this Agreement is valid only if it is in writing and signed by both parties.

Initials _____/_____/_____



Article 16 – Entire Agreement This Agreement and the attached Service Order constitutes the sole and entire agreement between the parties relating to the matters with which it deals, and supersedes all representations, discussions and correspondence between the parties regarding the same, including but not limited to any letters, proposals, verbal or other communications sent by one party to the other party. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently), other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude liability for fraud. You may not assign or otherwise transfer this Agreement or any of your rights hereunder without Quiza Media & Advertising LLC prior written authorization, and any unauthorized assignment or other transfer will be null and void.

Article 17 – Severance If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.

Initials _____/_____/_____

