



ONLINE ADVERTISING INSERTION ORDER

Date _____ Order No. _____

Space is hereby ordered subject to conditions stated below and the back thereof:

Advertiser: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____

Phone: _____ Fax: _____

E-mail: _____

Agency (if any): _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____

Phone: _____ Fax: _____

E-mail: _____

Ad Size(s)	No. of Months	Gross Cost/Month	Agency Discount	Net Cost/Month	Total Cost
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

File Size (Less than 40k for most sizes, Less than 20k for 125 x 125): _____

File Format (JPEG, GIF, FLASH or RICH Media): _____

Position: _____

Material Deadline: _____

AAJ reserves the right to reject advertisements offering products or services in direct competition with AAJ products or services.

Invoice to: Advertiser Agency

Advertisement Authorized by:

Signature: _____

Title: _____ Date: _____

Advertisement Accepted by:

Signature: _____

Title: _____ Date: _____

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Terms and Conditions

1. Contract space must be used within one (1) year from first insertion. Upon acknowledgment of any insertion order, the American Association for Justice (AAJ) reserves the right to reject any advertising copy that in its sole discretion conflicts with the content, format, style, or appearance of the publication, or otherwise does not conform with reasonable standards of good taste. No large jury awards are to be mentioned in any advertisement. Advertiser or Agency may cancel an order for advertising in writing only. No cancellation is considered accepted until confirmed in writing by the Publisher. If the Advertiser or Agency cancels, Advertiser or Agency shall pay Publisher a short rate equal to the difference between the rate earned under the contract and the rate applicable to the actual frequency of publication determined in accordance with Publisher's rate card. Cancellations (as well as changes in insertion orders) will not be accepted by the Publisher after the closing dates.

2. AAJ may redesign its Web site in its sole discretion at any time. If any redesign materially and adversely affects the placement of one or more advertisements, or if AAJ is otherwise unable to display such advertisements, AAJ will work with Advertiser to display the affected advertisement elsewhere in comparable areas of the Web site.

3. Advertisements will be accepted only through AAJ's Advertising Insertion Order. General standards which govern the acceptance of advertisements in AAJ include but are not limited to the following: advertising in AAJ shall not be false, misleading, fraudulent, or deceptive; substantiation of any representation, claim, or statement made in any advertisement may be required; and advertising must conform to reasonable standards of good taste. (Refer AAJ Media Kit for Advertising Policy).

4. The Advertiser and Agency, jointly and severally, are liable for payment for all published advertisements. First-time Advertisers are required to either prepay their ads by the scheduled space closing date or where invoicing is allowed, place current credit card information on file to be billed in the event that an undisputed billed amount is 90 days past due on published advertising. If invoiced, monthly accounts are due and payable upon receipt of invoice and considered past due if payment is not received within 30 days of invoice date. AAJ reserves the right to contact the client directly when any account is 60 days past due. No agency discount will be allowed on any advertising invoices 60 days past due. If an account is 75 days past due, all advertising will be discontinued until the account is brought current. All accounts 120 days past due will be sent to collections. If the Publisher is not paid in full for advertisement as due, Advertiser and Agency agree to pay an additional 1.5 percent per month as a service charge on the unpaid balance, until paid, and all costs of collection incurred by the Pub-

lisher, including attorney's fees and costs. Publisher will not accept terms of sequential liability.

5. The Advertiser and/or Agency must provide all necessary artwork and active URLs to AAJ in the time frame and specified within the Advertising Specifications. AAJ shall not be liable to the Advertiser or Agency for any technical malfunction, computer error or loss of data or other injury, damage or disruption to advertisements or any Web sites.

6. All advertisers are published on the representation of the Advertiser and Agency that both are authorized to publish the entire contents and subject matter of the advertisement.

7. The Publisher shall not be bound by any condition, printed or otherwise, appearing on order blanks or copy instructions when such conditions conflict with the provisions set forth here.

8. The Advertiser and Agency shall not send unsolicited, commercial e-mail or other online communications (e.g., "spam") through or into AAJ's Web site and shall comply with all AAJ standard policies.

9. The Advertiser and Agency agree not to make any promotional reference to AAJ's Web site or the American Association for Justice or its products without the prior permission of the Publisher for each such use.

10. Publisher assumes no responsibility or liability for any errors that may occur in connection with key numbers in any advertisement. The Publisher shall not be liable for any failure to publish all or any portion of the issue in which an advertisement is contained if such failure is due to acts of God, strikes, accidents, or other occurrences beyond the Publisher's control. Failure by Publisher to insert advertisement in any particular issue or issues invalidates the order but shall not constitute a breach of contract. In no event shall Publisher be liable for any other damages, including but not limited to consequential damages. The Advertiser and Agency, jointly and severally, shall indemnify and hold harmless the Publisher, its officers, agents, and employees against claims, suits, expenses (including legal fees), and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of right of privacy, copyright infringement, or plagiarism.

11. The Publisher will not be mediator for any advertiser/reader disagreements or business transactions. Any advertiser or reader complaint is to be handled directly with the parties involved.