



Study Abroad 101, LLC  
 228 Park Ave S #32004  
 New York, NY 10003  
 Phone: (610) 357-4648  
 Email: [Sales@Abroad101.com](mailto:Sales@Abroad101.com)  
 Tax ID# (EIN): 61-1735507

## CREDIT CARD ORDER & PAYMENT FORM

**Order Date:**  
**Advertiser:**  
**Agency:** n/a  
**Contact Name:**  
**Title:**  
**Phone:**  
**Email:**  
**Street Address:**

**Campaign Start Date:**  
**Campaign End Date:**

**Account Manager:** Mark Shay  
**Phone:** (610) 357-4648  
**Email:** [Mark@abroad101.com](mailto:Mark@abroad101.com)

Package Name	Package Description	Sub-Total	Total
<b>Total Fee: (Terms, Net 30 )</b>			

Payment Method (circle one): VISA | MASTERCARD | AMERICAN EXPRESS

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Cardholders Name: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

Billing City State, ZIP (postal) code: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Advertiser agrees that the above amount will be charged for Advertising Services as described in the attached "Abroad101 Advertiser Terms and Conditions"

## Abroad101 Advertiser Terms and Conditions

These Advertiser Terms and Conditions (this "Agreement") are made and agreed to between Study Abroad 101, LLC ("Abroad101") and the customer referenced in the Insertion Order ("you"), as of the date of last signature (the "Effective Date") of the insertion order to which this Agreement is attached (the "Insertion Order"). This Agreement specifically incorporates the information contained in the Insertion Order, and you understand and agree that either by executing the Insertion Order or by otherwise obtaining Advertising Services (as defined below) from Abroad101, you accept and are bound by the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, Abroad101 is not willing to provide the Advertising Services to you. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Insertion Order.

1. Definitions. The "Abroad101 Website" means the websites operated and managed by Abroad101. "Advertising Content" means the artwork, text, graphics and media files, in such format as Abroad101 may designate from time to time, that you supply to Abroad101 for publication on the Abroad101 Website. To the extent that Advertising Content includes links to internet sites, unless expressly set forth to the contrary in the Insertion Order, all such links shall be 'internal links' (linking to a different page on the Abroad101 Website, and not linking to your or any other website). "Advertising Services" means Abroad101's incorporation, display, and publication of your Advertising Content on the Abroad101 Websites, in the manner and for the time period(s) set forth in the Insertion Order. Unless expressly set forth to the contrary in the Insertion Order, the Advertising Services do not include any guaranteed number of impressions, clicks, leads generated, or leads closed.

2. Advertising Services. Subject to your compliance with this Agreement and payment of all applicable fees, Abroad101 will perform the Advertising Services during the term of the Insertion Order, in the manner set forth in the Insertion Order. You hereby grant to Abroad101 a royalty-free, worldwide, non-exclusive license to use, perform, distribute, display, transmit, modify, and reproduce the Advertising Content as reasonably required to enable Abroad101 to perform the Advertising Services.

3. Payment. In consideration of Abroad101 providing the Advertising Services, you agree to pay the fees set forth in the Insertion Order within thirty (30) days of the date of Abroad101's invoice. All fees payable under this Agreement are net amounts and are payable in full, without deductions for any sales, use, excise, value-added, withholding or similar taxes or duties that may be applicable. You will be responsible for, and will promptly pay, all taxes and duties of any kind associated with this Agreement, except for taxes based on Abroad101's net income. Abroad101 may, without prejudice to any other rights or remedies, at its option, charge you interest on any past due payments at one and one half (1.5%) percent per month, calculated in US dollars, or the maximum rate permitted by law, whichever is less, and to additionally charge all expenses of recovery.

4. Advertising Content. You will deliver the Advertising Content to Abroad101 by the earlier of: (i) the Submission Deadline set forth in the Insertion Order; or (ii) at least five (5) business days prior to the scheduled date of publication of the Advertising Content on the Abroad101 Website. Any changes you wish to make to the Advertising Content must be made Advertiser prior to the Submission Deadline. You will ensure that your Advertising Content complies with any creative requirements or other specifications set forth in the Insertion Order, or which Abroad101 may inform you of from time to time. In the event that you fail to provide the Advertising Content as required under this Section: (i) Abroad101 shall not be liable to you or any third party for any delay or failure in the performance of the Advertising Services; and (ii) to the extent that Abroad101 is required to expend time, effort, or resources in order to complete or finalize the Advertising Content, you agree to reimburse Abroad101 for such costs, as invoiced to you on a time and materials basis.

5. Limitations. Advertising Content may not contain, advertise, link (either directly or, with your knowledge, indirectly) to or otherwise be related to content that: (i) is obscene, defamatory, libellous, slanderous, untrue, profane, indecent, or unlawful; (ii) infringes or misappropriates the intellectual property rights of any third party anywhere in the world; (iii) amounts to an unfair trade practice or misrepresentation, (iv) constitutes an investment advertisement within the meaning of the Financial Services Act 1986; (v) contains computer viruses, worms, Trojan horses, spyware, or the like; (vi) does not comply with all applicable rules, regulations, laws and industry codes of conduct (including, without limitation, codes under the general supervision of the American Association of Advertising ); or (vii) promotes gambling, contraband, narcotics, pharmaceuticals, firearms, alcohol, tobacco, financial services, legal services or any other product or activity in a manner that is illegal, or which would subject Abroad101 to regulation, regulatory oversight or penalty in any jurisdiction. Abroad101 may, but is under no obligation to, review the Advertising Content, and may edit, remove, or refuse to make the Advertising Content available on the Abroad101 Website, in whole or in part and without the requirement of notice, if Abroad101 determines, in its sole discretion, that the Advertising Content violates any of the foregoing limitations. You acknowledge and agree that Abroad101's exercise of its rights under this Section shall not constitute a breach of this Agreement, or otherwise entitle you to any legal or equitable remedy.

6. Intellectual Property. Except as otherwise expressly provided in this Agreement, as between you and Abroad101: (i) you own and retain all right, title and interest in and to the Advertising Content, and all intellectual property rights therein; and (ii) Abroad101 owns and retains all right, title and interest in and to the Abroad101 Website, and all intellectual property rights therein.

7. Your Warranties. You represent and warrant that: (i) you have full corporate rights, power, and authority to enter into this Agreement, execute the Insertion Order, and to perform all acts required of you hereunder; (ii) your Advertising Content does not and will not violate the terms of Section 5, above; (iii) you have a privacy policy that is available online, and that you will adhere to all provisions of such privacy policy with respect to any information collected as a result of Abroad101's provision of the Advertising Services.

8. Abroad101's Warranties; Disclaimer. Abroad101 represents and warrants to you that Abroad101 has full corporate rights, power, and authority to enter into this Agreement, execute the Insertion Order, and to perform all acts required of it hereunder. THIS LIMITED WARRANTY IS IN LIEU OF, AND ABROAD101 EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS WITH RESPECT TO THIS AGREEMENT, THE INSERTION ORDER AND THE ADVERTISING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ABROAD101 MAKES NO GUARANTEES CONCERNING THE ULTIMATE VALUE TO YOU OF THE ADVERTISING SERVICES.

9. Limitation of Liability. ABROAD101'S TOTAL LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO ABROAD101 BY YOU PURSUANT TO THE INSERTION ORDER GIVING RISE TO THE LIABILITY. IN NO EVENT WILL ABROAD101 BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) RELATED TO THIS AGREEMENT OR THE USE OR QUALITY OF THE ADVERTISING SERVICES, OR FOR THE COST OF PROCURING SUBSTITUTE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ABROAD101 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. Indemnification. You agree to indemnify, defend, and hold harmless Abroad101 from and against any and all claims, proceedings, demands, damages, costs, expenses, or losses arising out of or in connection with: (i) your breach of this Agreement (including, without limitation, your warranties in Section 7); and (ii) your Advertising Content.

11. Term and Termination. The term of this Agreement shall begin on the Effective Date, and unless earlier terminated pursuant to this Section, shall automatically expire on the Campaign End Date set forth in the Insertion Order. Either party may terminate this Agreement and the Insertion Order if the other party breaches any material term or condition hereof and the breaching party cannot or fails to cure such breach within thirty (30) days following written notice to such party. Upon the expiration or termination of this Agreement or the Insertion Order: (i) all amounts you owe to Abroad101 which have not yet been paid will become immediately due and payable; (ii) Abroad101's obligation to perform the Advertising Services will immediately expire; (iii) Abroad101 will promptly remove your Advertising Content from the Abroad101 Website, and either return it to you or destroy it; and (iv) you will return and make no further use of any Confidential Information. The rights and obligations of the parties under Sections 3 through 13 will survive the expiration or termination of this Agreement or the Insertion Order for any reason.

12. Confidential Information. For the purposes of this Agreement, "Confidential Information" means any non-public business or technical information of Abroad101, including, without limitation, information relating to business processes, operations, product and services plans, costs, prices, marketing plans, business opportunities, personnel, research, development or know-how, which: (i) if disclosed in writing, is identified or marked as "confidential" by Abroad101 at the time of disclosure; or (ii) if disclosed in any other manner, under the circumstances of disclosure or due to the nature of the information, a person exercising reasonable business judgment would understand such information to be confidential or proprietary. The terms of the Insertion Order are Abroad 101's Confidential Information. You agree that you will not use the Confidential Information except for the purposes of performing your obligations and exercising your rights under this Agreement, and will not disclose such Confidential Information to any third party. Notwithstanding the foregoing, you may disclose the Confidential Information to your employees to the extent reasonably required for the purposes of performing your obligations and exercising your rights under this Agreement; provided, however, that each such employee must be subject to binding use and nondisclosure restrictions at least as protective as those set forth herein, and that you remain responsible for their acts and omissions under this Section. You will use commercially reasonable efforts to maintain the confidentiality of the Confidential Information in your possession or control, which efforts will in no event be less than the efforts that you ordinarily use to protect your own confidential information of similar nature and importance.

13. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising out of this Agreement will be brought exclusively in the federal or state courts location in New York County, New York, and the parties hereby irrevocably consent to personal jurisdiction and venue therein. You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without Abroad101's prior written consent, and any attempt by you to do so without such consent shall be void and of no effect. You acknowledge that Abroad101 shall have the right to assign this Agreement at its discretion, without the requirement of notice. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. The failure by Abroad101 to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Abroad101 will not be liable to you or any third party for any failure or delay in performance caused by reasons beyond Abroad101's reasonable control, and any such failure or delay will not constitute a breach of this Agreement. The parties are independent contractors, and nothing in this Agreement shall create, or be deemed to create, any type or partnership, joint venture, or employer/employee relationship between the parties. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and that other provisions will remain in full force and effect. This Agreement (including the attached Insertion Order) is the complete understanding between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement and the attached Insertion Order are hereby rejected by Abroad101, and will be deemed null and of no effect.