

ADVERTISING AGREEMENT

Terms and conditions December 2006.

- 1.** Advertiser represents that there is nothing in any advertisement or in any material to which the advertisement links that violates any personal or proprietary right of any third party or is harmful or that constitutes false advertising or violates any law or governmental regulation. Advertiser agrees to indemnify and hold harmless Symbian-Freak.com, its employees, and representatives against all liability, loss, damage and expense of any nature, by or on behalf of the Advertiser or the linkage of any advertisement to any other material, or the loss, theft, use of misuse of any credit or debit card or other payment, financial or personal information.
- 2.** Symbian-Freak.com reserves the right at its absolute discretion and at any time, to reject or delete any advertising copy, whether or not the same has already been acknowledged and/or previously published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement.
- 3.** Symbian-Freak.com, at its option, may terminate this agreement for the breach of any of the terms hereof it being specifically understood without limitation that failure on the part of Advertiser to pay each bill on or before its due date shall constitute a breach. Should Symbian-Freak.com terminate this agreement, all charges incurred together with short-rate charges shall be immediately due and payable.
- 4.** The sponsor and or advertiser or agent agrees that any information supplied in the advertisement is true, legal, honest, complete and accurate; that the sponsor and or advertiser or agent is the owner of or is authorized to use the content of the advertisement. For advertisements, which contain the name or picture of persons, the sponsor and or advertiser or its agent has obtained the authority of such person to use the name or picture. The sponsor and or advertiser or its agent agrees not to submit or otherwise publish through this web site any information or material which breaches any contract or infringes any copyright, trademark, logos or any other personal or intellectual property or other right of any entity or person; is in breach of or violates any law in any country, or advocates any illegal activity. The sponsor and or advertiser or its agent shall indemnify Symbian-Freak.com against any loss, liability, damage and expense of any nature (including legal fees) arising out of the sponsor and or advertiser's or its agent's breach of this Clause. The sponsor and or advertiser grants Symbian-Freak.com a non-exclusive, worldwide, perpetual, non-revocable license under its copyrights or other intellectual property rights, if any, to use, distribute, display and or reproduce such advertisements.
- 5.** Payments will be made in advance!

In the event of any failure by the sponsor and or advertiser or agent to make payment, the sponsor and or advertiser or agent will be responsible for all expenses (including legal fees) incurred by Symbian-Freak.com in collecting the amounts due. The sponsor and or advertiser or agent warrants that it contracts with Symbian-Freak.com as principal notwithstanding that the sponsor and or advertiser or agent may be acting as a sponsorship and or advertising agency or media buyer or in some other representative capacity.

6. The first thirty days of the sponsorship and or advertising campaign are firm. Effective on the 16th day of the campaign, the sponsor and or advertiser or agent may cancel the campaign for any reason, without penalty. Money is non-refundable.

7. If Symbian-Freak.com finds any breach of agreement it has full rights to cancel agreement and NOT return any funds to advertiser. Once paid, advertising campaign is – NON REFUNDABLE.



Contact information

Address:

Symbian-Freak.com (Teo Bartulovic)
Golubincina b.b.
21270 Zagvozd
Croatia (Local name: Hrvatska)

Telephone:

Advertising service: +385 91 520 2523
Content related service: +385 98 432 271

E-Mail:

marketing@symbian-freak.com