You are entering to this Website Advertisement Agreement as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date) with **Kaizen Sigma, LLC,** a California Limited Liability Company. In this Agreement, when referring to you, “your” may also be used; when referring to **Kaizen Sigma, LLC**,“we”, “us”, and “our” may also be used; and when referring to you and **Kaizen Sigma, LLC**, “Party,” and as a collective, “Parties” may be used.

The Parties agree as follows:

1. **Services Provided**

In exchange for payment of the fees as required by this Agreement, **Kaizen Sigma, LLC** will provide you with the following services (Services) regarding the posting of your Advertisement on our website, [www.mywebsite.com] (Website):

1. We will post your advertisement (“Advertisement”), as described below, for your business on our Website for the length of time and according to the type of Advertisement you have selected.

Description of Advertisement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Kaizen Sigma, LLC** reserves the sole right as to the placement of your Advertisement on our Website.
2. We will provide you the ability to send us your Advertisement in an electronic file format. **Kaizen Sigma, LLC** reserves the right to review all Advertisements before posting them to our Website to make sure that they conform to our guidelines of proper sizing, content, and format. **Kaizen Sigma, LLC** also reserves the right to prohibit posting of your Advertisement if in our sole discretion we find that it does not conform to our guidelines of proper sizing, content, and format. If we find an Advertisement not to be conforming in some way, we will contact you so that you can make any necessary changes. Once we approve an Advertisement, we will notify you within two (2) business days of the approval.
3. If you do not have an Advertisement of your own or wish to create a new one, we also offer the services of a graphic artist to design an Advertisement for you. Any graphical Advertisement that we create for you will be electronically provided to you for your review and approval upon receipt of any prepayments that we may require for such services. We will work with the graphic artist to make sure that any such Advertisements meet our necessary guidelines. Upon your approval we will post the Advertisement on our Website.
4. **Your Responsibilities**

You understand and agree to the following duties with regard to this Agreement:

1. You will wholly abide by the terms of this Agreement and our policies and guidelines with regards to Advertisements as posted on our Website.
2. Your Advertisement will not link to any website that violates any laws or intellectual property rights, is fraudulent in any fashion, or that in the sole discretion of **Kaizen Sigma, LLC** may cause harm to **Kaizen Sigma, LLC** or our Website users.
3. You will be solely responsible for any legal damages to any party, including **Kaizen Sigma, LLC,** resulting from any legal actions that arise from your Advertisement or from use of the website to which you link your Advertisement.
4. You agree to accepting all written and/or electronic correspondence from **Kaizen Sigma, LLC** during the course of this Agreement.
5. You understand and agree that any violation of these duties or the provisions of this Agreement at any time is grounds for the termination of this Agreement at the discretion of **Kaizen Sigma, LLC** and may subject you to civil and/or criminal liability.
6. **Acceptance of Agreement**

The Parties agree that this Agreement does not go into full force and effect until accepted by **Kaizen Sigma, LLC. Kaizen Sigma, LLC** has sole right to accept or decline this Agreement with or without reason to you. **Kaizen Sigma, LLC** will notify you of our decision to accept or decline the Agreement within five (5) business days of our receipt of this signed Agreement.

The Parties agree that this Agreement will remain in effect until this Agreement is terminated by either you or **Kaizen Sigma, LLC**.

1. **Fees for Services Provided**

You understand and agree to the following with regard to fees for Services:

1. The fee for Services selected starts at $250 and varies based upon agreed display options (per display, per week, per month, or per year).
2. You must prepay all fees for the Services you have selected upon initial signing of this Agreement.
3. You understand that we are not required to provide or continue providing Services if you do not pay the necessary fees.
4. You may pay fees for Services by any of the following payment methods: check, credit card, PayPal, Stripe.
5. All fees paid by you under this Agreement are nonrefundable, unless otherwise agreed in advance in writing by **Kaizen Sigma, LLC.**
6. You agree to pay all fees required and not to start any credit card charge backs for Services.
7. Until this Agreement is terminated you agree to pay fees for Services according to the payment frequency and method that you have selected. You understand and agree that if any payment of fees is declined, we will notify you and you will have five (5) business days to make payment by some other means.
8. If you fail to make any payment for Services when due under this Agreement, you understand and agree that **Kaizen Sigma, LLC** reserves the right to remove your Advertisement from our Website until payment is made or at our sole discretion terminate this Agreement.
9. **No Warranty or Guarantee**

You understand and agree that **Kaizen Sigma, LLC** makes no warranty or guarantee of any kind with regard to your use of our Services and/or Website, including, but not limited to its function, availability, or impact on you and your business.

1. **Limitation of Liability/Disclaimer of Damages**

FOR ALL EVENTS AND CIRCUMSTANCES **Kaizen Sigma, LLC** AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE, OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND IS NOT TO EXCEED THE AMOUNT THAT YOU PAID TO **Kaizen Sigma, LLC** UNDER THIS AGREEMENT DURING THE MONTH IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL **Kaizen Sigma, LLC** OR ITS AFFILIATES BE LIABLE TO YOU FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF **Kaizen Sigma, LLC** OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1. **Indemnification**

You represent and warrant to **Kaizen Sigma, LLC** that you have the authority to enter into this Agreement. Provided that **Kaizen Sigma, LLC** is compliant with this Agreement and is not negligent in the performance of its Service, you agree to indemnify and hold **Kaizen Sigma, LLC** harmless and defend **Kaizen Sigma, LLC** against any and all third party claims, suits, demands, damage, causes of action, liabilities and expenses (including, but not limited to attorneys’ fees and costs of defense, whether or not suit is brought), or expense of any nature whatsoever that may arise as a result of or in connection with Advertisement or your breach of this Agreement.

1. **Termination**

The Parties agree that this Agreement will remain in effect until this Agreement is terminated by either you or **Kaizen Sigma, LLC**.

You may opt to terminate this Agreement with ten (10) days’ written notice to **Kaizen Sigma, LLC**. The Parties agree that email is acceptable as long as receipt is confirmed. You understand and agree that **Kaizen Sigma, LLC** may at its sole discretion terminate this Agreement immediately without prior notice, but will not typically do so unless you have violated this Agreement. The Parties agree that notice of termination is considered effective on the date that the party receives the written notice and that verbal notice is not sufficient to terminate this Agreement. In the event of termination you understand that your Advertisement will immediately be removed from our Website, no refund will be issued to you unless otherwise agreed in writing by **Kaizen Sigma, LLC**, and any electronic files associated with your Advertisement will not be returned to you.

1. **Arbitration**

In the event that the Parties cannot amicably resolve a dispute or damage claim resulting from this Agreement **Kaizen Sigma, LLC** and you agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding will be conducted in [City of Arbitration], [State of Arbitration], in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of The Parties. If the Parties cannot agree on an arbitrator, the American Arbitration Association will select an arbitrator from the National Panel of Arbitrators. The laws of the State of [State of Arbitration] will apply to the arbitration proceedings. The Parties agree that the arbitrator cannot award punitive damages to either party and agree to be bound by the arbitrator’s findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The Parties agree that either can solicit temporary or initial abatement from a court of able jurisdiction needed to safeguard the rights or possessions of either while awaiting the conclusion of arbitration.

1. **No Other Relationship or Legal Interest**

The Parties agree that this Agreement does not create any other relationship or legal interest between the Parties, including, but not limited to any sales contract, license, title, partnership, or other legal right, except as specified by this Agreement.

1. **Choice of Law**

The Parties agree that the laws of the State of [State] govern any conflict regarding the Agreement without regard to its conflict of law principles.

1. **Invalidity of Provision**

The Parties agree that even if a court invalidates a provision of this Agreement, the remaining Agreement provisions are still valid and remain in full effect.

1. **No Other Agreement or Representation**

The Parties agree that this Agreement completely expresses their mutual intent and that it supersedes any other oral or written agreement or representation between the Parties with regards to the subject matter of this Agreement.

1. **Modification**

The Parties agree that no modification can be made to this Agreement without another mutual written agreement.

1. **Effect on Other Parties**

The Parties understand and agree that their assigns and successors are bound by this Agreement.

1. **Notice**

The Parties agree that any notices, consents, approvals, demands, requests, or other communications required by this Agreement may be delivered by electronic means.

1. **Headings**

The Parties understand and agree that the headings in this Agreement are included only as a matter of convenience and in no way define, limit, or extend the scope of this Agreement or any of its provision.

1. **Signature**

By signing this Agreement and completing the information below I agree to being bound by the terms of this Agreement. You understand and agree that **Kaizen Sigma, LLC** will use the information you provide below to contact you regarding this Agreement, thus please make sure this information is accurate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Signature Date

Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_\_\_\_\_\_\_Zip:\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax :(\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Once signed and completed, email this agreement to** **info@kaizensigmaco.com** **OR fax to (866) 522-0488**.