

Solution Studios GmbH, Kobelstrasse 21, CH-9442 Berneck
www.worldslongestwebsite.com

ADVERTISING TERMS AND CONDITIONS

Advertiser accepts to be bound by this Contract, as defined below, by activating the checkbox "I accept the above terms and conditions (.pdf) with registering. Once Advertiser accepts this Contract, as defined below, a legally binding agreement on these terms and conditions is concluded between, (1) Company and (2) Advertiser.

The following terms and conditions (the "**Contract**") shall apply:

1. DEFINITIONS

1.1 In this Contract (except where the context otherwise requires) the following words shall have the following meanings:

"Advertiser"	a person making a booking whether directly or indirectly with the Company and any advertising agency making such a booking on a third party's behalf;
"Advertisement(s)"	any advertising material intended for publication by the Company in an Advertising Space;
"Advertiser's Website"	any worldwide Internet website of the Advertiser;
"Advertising Space"	as defined in clause 2.1;
"Charge"	as defined in clause 2.2;
"Company"	Solution Studios GmbH, a company registered in Switzerland, and includes its agent(s), successors in title or assigns as the case may be;
"Time period"	the booked time period for which the advertisement shall be visible on the website;
"Grid"	as defined in clause 2.1;
"Internet"	the global collection of interconnected computer networks including without limitation the world wide web, and any subset of it, accessible to users by any means whether now known or invented in the future;
"Law"	any law, statute, statutory provision, subordinate legislation, rule, regulation, direction, guideline, code (whether having the force of law or not) of any governmental or regulatory authority or agency
"Month"	means a calendar month;
"Order"	as defined in clause 2.4;
"px" or "Pixel"	The smallest addressable unit on a computer screen. Commonly used as measurement for the size of a picture.
"Registration"	as defined in clause 2.3;
"Term"	as defined in clause 12.1;
"Website"	the worldwide Internet website of the Company identified by the URL www.worldslongestwebsite.com

1.2 In this Contract (except where the context otherwise requires):

1.2.1 the clause headings are included for convenience only and shall not affect the interpretation of this Contract;

1.2.2 any reference to "**persons**" includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality);

1.2.3 use of any gender includes the other genders; and

1.2.4 any reference in this Contract to any Law shall be construed as referring to such Law as the same may from time to time be amended, modified, extended, varied, superseded, replaced, substituted or consolidated.

2. PURCHASING ADVERTISEMENTS

2.1 The company is providing a certain amount of space on their website for the hosting of three different sizes of advertisements. The sizes are 210x80px, 80x40px and 60x20px. The spaces are in a grid hosted on the left and right side of the first displayed page when visiting www.worldslongestwebsite.com.

The availability of the different spaces is indicated in the "Advertise" area of the website. Every new advertisement is placed on top of the existing advertisements on the chosen side of the grid. Existing advertisements are moving one space further down on the page with every new advertisement placed by some Advertiser. Any advertisement is booked for a time period of two years. Nonetheless the company will try to keep the website including all advertisements online for a longer time period. If the length of the page reaches its technical limit the status will be "frozen" and the website will not grow in length anymore. The possibility of advertising will not necessarily be affected if this limit is reached.

2.2 Each Advertising Space is made available, subject to clause 6, at a cost indicated on the website (the "**Charge**").

2.3 In order to purchase an Advertising Space from the Company, the Advertiser must first register via the Website ("**Registration**").

2.4 Following Registration, the Advertiser may purchase an Advertising Space by following the relevant instructions as described on the Website. Each purchase of an Advertising Space will be completed where the Advertiser selects the relevant Advertising Space to be purchased and makes payment of the relevant Charge via the Website, or as otherwise agreed between the parties (an "**Order**").

2.5 An Order may only be placed by the Advertiser, provided that the necessary Advertising Space is available.

2.6 There will be no refunds of any Charge paid by the Advertiser.

2.7 By placing an Order with the Company the Advertiser accepts and agrees to comply with the terms and conditions of the Contract.

3. ACCEPTANCE AND REMOVAL OF ADVERTISEMENTS

3.1 When placing an Order, the Advertiser may upload an Advertisement onto the relevant Advertising Space by following the relevant instructions as described on the Website.

3.2 Advertisements will only remain published on the Website and in the relevant Advertising Space if they are delivered in accordance with this clause 3 and comply with all applicable Law.

3.3 If any independent reputable industry body establishes a pre-clearance procedure for Internet advertising, and such pre-clearance procedure is a regulatory requirement, then the Advertiser agrees (at the Company's request) to submit all Advertisements to such organisation for pre-clearance (at its cost).

3.4 Unless otherwise agreed between the parties, the Advertiser will provide all materials for the Advertisements in accordance with the Company's policies in effect from time to time, including without limitation such technical specifications and format guidelines as to content of Advertisements as the Company may specify from time to time.

3.5 The Company reserves the right at any time, in its sole discretion and without liability to the Advertiser, to reject or cancel any Advertisement or Order or remove any Advertisement from the Website. Any acceptance by the Company of an Advertisement shall not be deemed to constitute an acceptance by the Company that such Advertisement is provided in accordance with the Contract nor shall it constitute a waiver of the Company's rights.

3.6 The Company shall not be held responsible for any addition to, changes in, deletions from, delay in publication or withdrawal of any Advertisement required by any competent authority having jurisdiction over or responsibility for the regulation of electronic and online advertising on the Internet.

3.7 Notwithstanding clause 3.8, the Company reserves the right in its

absolute discretion to do any act or thing in respect of the publication of any Advertisement (including without limitation the editing or cutting, non-publication, delayed publication or removal from the Website) which is found to contain unsuitable material without liability to the Advertiser who shall have no claim for damages or otherwise as a result of any such action. The Advertiser shall remain liable to the Company for the charges payable under this Contract for such Advertisement.

3.8 If the Company decides to reject any Advertisement or remove any Advertisement from the Website pursuant to clauses 3.5 and 3.7 then the Company shall notify the relevant Advertiser and the relevant Advertiser shall supply an alternative Advertisement in accordance with the provisions of this clause 3 at its own cost as soon as reasonably practical. Irrespective of whether any alternative Advertisement is supplied or accepted, the Company shall be entitled to be paid in full for the Advertising Space booked via the relevant Order.

4. PUBLICATION OF ADVERTISEMENTS

4.1 Subject to clauses 2, 3, 4 and 12 of this Contract, the relevant Advertisement is automatically published on the Website as soon as the payment confirmation provided by paypal was received.

4.2 The content, layout and format of the Website shall be subject to variation at the sole discretion of the Company.

4.3 The Company does not guarantee any positions agreed for publication of Advertisements on the Website. The Advertisement is placed on top of the existing advertisements in the chosen format on the chosen side of the website. If the advertiser booked to display the Advertisement more than one time, every additional Advertisement is placed on top. If a booked Advertisement is not published and such non-publication is solely the fault of the Company, the Company will use its reasonable endeavours to publish it on top as soon as possible.

4.4 Save as otherwise expressly agreed by the Company in writing, no protection against proximity of competitive product on the Website is given by the Company.

4.5 In the event of the Company's publication of the Website being restricted, curtailed or prevented by any Law or any other act or thing beyond the Company's control, the Company may at any time, notwithstanding anything contained in this Contract, forthwith terminate this Contract in whole or in part without prejudice to the Company's right to be paid by the Advertiser any monies due at the date of termination.

4.6 The Advertiser grants the Company a royalty free, non-exclusive license to use such of its names, trademarks and/or logos as are reasonably necessary for the purpose of enabling the Company to perform its obligations under this Contract.

5. TERMS OF PAYMENT

5.1 The Advertiser will make payment to the Company of the amounts owed pursuant to any Order in such currency as may be agreed between the parties.

5.2 All payments referred to in this Contract are stated exclusive of value added tax and all other similar taxes and duties payable in respect of such payments. The Company has no obligation to charge a value added tax referring to the applicable swiss law.

6. CHANGE OF RATES AND CONDITIONS

6.1 The Company reserves the right to change the rates and/or this Contract at any time whereas already active advertisements remain unaffected.

7. NO ASSIGNMENT OR RESALE

The Advertiser may not resell, assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other

manner with this Contract or any rights under this Contract or sub-contract any or all of its obligations under it or purport to do any of the same. Any attempt to do any of the foregoing shall result in immediate termination of this Contract, and payment of any and all amounts due hereunder without liability to the Company and without prejudice to its other rights and remedies. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.

8. LIMITATION OF LIABILITY

8.1 The Company does not accept liability for any delay in publication, delivery, loss or damage to Advertisements.

8.2 The Company shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

8.2.1 any loss arising from or in connection with loss of revenues, profits, contracts, or business or failure to realise anticipated savings;

8.2.2 any loss of goodwill or reputation; or

8.2.3 any indirect or consequential losses,

suffered or incurred by the Advertiser arising out of or in connection with any matter under this Contract.

8.3 The Company's maximum liability in respect of any loss or damage suffered by the Advertiser and arising out of or in connection with this Contract, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the value of the sums paid by the Advertiser to the Company in relation to the Order or Orders pursuant to which the relevant loss or damage has arisen.

9. ADVERTISER'S REPRESENTATIONS; INDEMNIFICATION

9.1 The Advertiser represents and warrants to the Company that:

9.1.1 it has the power and authority to enter into the Contract and grant all rights granted or purported to be granted and fully perform its obligations under it;

9.1.2 neither the Advertisement(s), the permitted use of them by the Company nor the Advertiser's Website where linked to the Website will:

9.1.2.1 infringe the rights of any third party (including without limitation any intellectual property rights) or any other agreements;

9.1.2.2 be defamatory of any third party or offensive in any way; or

9.1.2.3 be prejudicial to the image of the Website or to the reputation of the Company;

9.1.3 all Advertisements will comply with all applicable Law and any guidelines issued by the Company from time to time and notified to the Advertiser;

9.1.4 it has or will have obtained prior to the publication of any Advertisement all necessary rights, consents, licences, clearances and waivers in relation to the relevant Advertisement to enable the Company to publish such Advertisement on the Website and the Advertiser shall be solely responsible for any and all payments due to third parties as a result of such publication;

9.2 The Advertiser shall indemnify on demand and hold harmless the Company from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, legal costs and expenses and value added tax thereon) and liabilities suffered or incurred, directly or indirectly, by the Company in consequence of:

9.2.1 any breach, non-performance or non-observance by the Advertiser of any of its agreements, obligations, warranties, representations and undertakings contained in this Contract; and/or

9.2.2 the use, publication, reproduction or transmission of the Advertisement(s) on the Website or on the Advertiser's Website as linked to the Website.

9.3 This clause 9 shall continue in full force and effect notwithstanding any suspension or termination of this Contract.

10. DATA PROVISION

10.1 The Company shall not be obliged to provide to the Advertiser with any data which might enable the Advertiser or any third party to identify any individual or individuals using or who have used the Website.

10.2 The Company may from time to time at its sole discretion provide to the Advertiser anonymous aggregated statistics relating to the performance of the Website or the relevant Advertiser's Advertisement as published on the Website.

11. PUBLICITY AND INFORMATION CONCERNING ADVERTISEMENTS

The Advertiser shall not without the prior consent of the Company claim any association with the Company or use the Company's name, mark or logo or otherwise refer to the Company or its services or publish any information in connection with any Advertisement which has been published.

12. TERMINATION

12.1 The Term of this Contract shall commence with the placing of an Order by the Advertiser and shall terminate automatically without notice two years after the last advertisement was booked by the advertiser, subject always to earlier termination pursuant to clauses 4.5, 7 or 12 (the "Term").

12.2 Either party (the "Non-Defaulting Party") may terminate this Contract and/or require payment of any amounts due under this Contract (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "Defaulting Party") if:

12.2.1. the Defaulting Party commits a breach of any of its material obligations under this Contract, and if the breach is capable of remedy, fails to remedy it during the period of thirty (30) days starting on the date of receipt of notice from the Non-Defaulting Party specifying the breach and requiring it to be remedied;

12.2.2. the Defaulting Party becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers), if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

12.2.3. the Defaulting Party suffers or there occurs in relation to that party, any event which in the reasonable opinion of the Non-Defaulting Party is analogous to any of the events referred to in clause 12.2.2 in any part of the world.

12.3 Each party shall immediately give notice in writing to the other party of any event within clauses 12.2.2 and 12.2.3 which occurs during the Term and would entitle the other party to terminate this Contract.

12.4 The Company may terminate immediately via written notice if at any time it reasonably suspects the Advertiser of fraudulent payment, including use of stolen credit cards, or any other fraudulent activity (including but not limited to any chargeback or other reversal of a payment).

12.5 The parties shall have no further obligations or rights under this Contract after the end of the Term, without prejudice to those which have accrued to either party prior to termination or expiry save that clauses 8, 9, 11, 12, 13.6, 13.7 and 13.8 together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Contract, shall continue to have effect after the end of the Term.

13. MISCELLANEOUS

13.1 The Company shall have no liability for any delay in or failure to perform any or all of its obligations under this Contract if the delay or failure arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control including, without limitation, industrial disputes, nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law, governmental order, rule, regulation, or direction, failure of technical facilities, accident, fire, flood, storm or default of suppliers or sub-contractors.

13.2 Any notice given under this Contract shall be in writing and served by hand, prepaid, recorded or special delivery post or prepaid international recorded airmail to the relevant addressee at the address referred to in the Order or such other address as the relevant party may designate to the other in writing from time to time. Any such notice shall be deemed to have been served at the time of delivery. For the avoidance of doubt, notice given under this Contract shall not be validly served if sent by email.

13.3 Except insofar as this Contract expressly provides that a third party may in his own right enforce a term of this Contract, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13.4 Nothing in this Contract shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and neither party shall have authority to bind the other in any way unless expressly provided otherwise in this Contract.

13.5 This Contract constitutes the entire agreement and understanding of the parties relating to the subject matter of this Contract and supersedes any previous agreement or understanding between the parties in relation to such subject matter. In entering into the Contract, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to the Contract or not) other than as expressly set out in the Contract. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this clause 13.5 shall limit or exclude any liability for fraud.

13.6 Each party undertakes that it will not at any time hereafter use or disclose to any person, except to its professional representatives or as may be required by law or any legal or regulatory authority, the terms and conditions of this Contract or any confidential information concerning the business or affairs of the other party which may have or may in the future come to its knowledge. Neither party shall use any such confidential information except for the performance of this Contract or make any announcement relating to this Contract or its subject matter without the prior written approval of the other party. This clause 13.6 shall continue in full force and effect notwithstanding any suspension or termination of this Contract.

13.7 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Contract or by Law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

13.8 The validity, construction and performance of this Contract (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the law of Switzerland. Each party irrevocably submits to the exclusive jurisdiction of the Swiss courts over any claim, dispute or matter arising under or in connection with this Contract or its enforceability or the legal relationships established by this Contract.