

TERMS AND CONDITIONS

These ADVERTISING TERMS AND CONDITIONS are made and entered into as of _____ (the "Effective Date"), by and between Bankrate, Inc., a Florida corporation, and the entity ("you", "your") set forth on the signature page below.

THESE ADVERTISING TERMS AND CONDITIONS SET FORTH THE TERMS AND CONDITIONS PURSUANT TO WHICH BANKRATE, INC. AND ITS SUBSIDIARIES AND AFFILIATES ("BANKRATE") MAY ALLOW YOU TO PLACE ADVERTISEMENTS ON BANKRATE.COM, INCLUDING, BUT NOT LIMITED TO, BANKRATE.COM'S MAIN WEBSITE LOCATED AT THE URL WWW.BANKRATE.COM AND/OR ANY OF BANKRATE'S NETWORKS, THIRD PARTY NETWORKS AND BANKRATE'S MIRROR, CO-BRANDED OR DERIVATIVE SITES (COLLECTIVELY, "BANKRATE.COM").

REVIEW THESE ADVERTISING TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING SET UP INSTRUCTIONS. YOU MUST AGREE TO BE BOUND BY THESE ADVERTISING TERMS AND CONDITIONS, TO SUBMIT SET UP INSTRUCTIONS WITH BANKRATE.

YOU AGREE THAT YOU HAVE ACCESS TO AND REVIEWED THE TERMS OF WEB PAGES, WEBSITES, HYPERLINKS, AND URLS REFERENCED IN THIS AGREEMENT, AND THAT YOU SHALL COMPLY WITH AND BE SUBJECT TO SUCH WEB PAGES, WEBSITES, HYPERLINKS AND URLS, PURSUANT TO THIS AGREEMENT. YOU HAVE THE RIGHT AT ANY TIME TO REQUEST A NON-ELECTRONIC COPY OF THE THEN-CURRENT VERSION OF SUCH TERMS BY SENDING A LETTER AND SELF-ADDRESSED STAMPED ENVELOPE TO: BANKRATE, INC., ATTENTION ADVERTISING OPERATIONS, 11760 U.S. HIGHWAY ONE, SUITE 200, NORTH PALM BEACH, FL 33408.

By agreeing to these Advertising Terms and Conditions, you (A) represent and warrant that you are at least 18 years of age, that all information you provide to Bankrate is true and correct and current in all respects and that you have the power and authority to agree to be bound by these Advertising Terms and Conditions (as defined below), (B) agree that any person or entity acting on your behalf shall also be bound by these Advertising Terms and Conditions and agree to be responsible for such person's or entity's actions, (C) agree to notify Bankrate immediately of any actual or suspected unauthorized use of your Bankrate ID, password or access to your account (your "Account"), and (D) indicate your acceptance of, and agree to comply with and be subject to, the terms and conditions of the most recent versions of the following, as may be amended, from time to time, in Bankrate's sole discretion:

- These Advertising Terms and Conditions;
- Bankrate's specific terms and conditions for the **Advertising Programs** available at the URL <https://advertiser.bankrate.com/termsfuse/terms.aspx> for which you submit Set Up Instructions (as defined below) (the "Program Terms");
- Bankrate's **Payment Plans** available at the URL <https://advertiser.bankrate.com/termsfuse/terms.aspx> (the "Payment Plans");
- Each Bankrate Insertion Order and/or Advertising Activation Form that you submit pursuant to this Agreement (collectively, the "Set Up Instructions");
- Bankrate's **Privacy Policy** available at the URL <https://advertiser.bankrate.com/termsfuse/terms.aspx> (the "Privacy Policy"); and
- Bankrate's **Terms of Use** available at the URL <https://advertiser.bankrate.com/termsfuse/terms.aspx> (the "Terms of Use").

These Advertising Terms and Conditions, the Program Terms, the Payment Plans, the terms of your Set Up Instructions, the Privacy Policy, and the Terms of Use, are collectively referred to as these "Advertising Terms

and Conditions". These Advertising Terms and Conditions apply to all Advertising Programs for which you submit Set Up Instructions.

Bankrate may, in its sole discretion, modify, amend, add or delete all or part of these Advertising Terms and Conditions, from time to time, with or without notice to you. The most recent version of these Advertising Terms and Conditions shall be available at the URL <https://advertiser.bankrate.com/termsfuse/terms.aspx>. Regardless of whether Bankrate provides you notice of modifications, amendments, additions or deletions, your continued participation in an Advertising Program (as defined below) following Bankrate's notice or posting of modified Advertising Terms and Conditions will automatically constitute your agreement to be bound by the then-current Advertising Terms and Conditions. It is your responsibility to check regularly for modifications, amendments, additions or deletions to these Advertising Terms and Conditions.

If you do not agree to be bound by these Advertising Terms and Conditions, do not submit Set Up Instructions.

1. **Your Selection of Advertising Programs.**

Subject to these Advertising Terms and Conditions, you may submit Set Up Instructions for one or more of the Advertising Programs described at the URL <https://advertiser.bankrate.com/termsfuse/terms.aspx>. You may view the Program Terms for each Advertising Program by clicking on the applicable Advertising Program at the URL <https://advertiser.bankrate.com/termsfuse/terms.aspx>.

Bankrate may make available to you additional Advertising Programs or amend and modify existing Advertising Programs, from time to time, in its sole discretion, with or without notice to you.

Any advertisements that you submit pursuant to these Advertising Terms and Conditions shall be collectively referred to as the "Advertisements."

2. **Your Submission of Set Up Instructions to Bankrate.**

You may submit your Advertisements to be placed on Bankrate.com by filling out applicable Set Up Instructions. Bankrate, in its sole discretion, may allow you to submit Set Up Instructions either in printed form or by logging on to your Account with the Bankrate ID and password given to you by Bankrate to access and submit Set Up Instructions. By submitting Set Up Instructions to Bankrate, either online, to your Bankrate sales representative (a "Bankrate Sales Representative"), or in any other manner allowed by Bankrate, in its sole discretion, you agree that Bankrate may place your Advertisement(s) on Bankrate.com and that you will pay Bankrate all applicable charges pursuant to these Advertising Terms and Conditions.

Please make sure that all of the information on your Set Up Instructions is correct prior to submitting it to Bankrate. You may cancel Set Up Instructions, and thereby terminate the placement of your Advertisements on Bankrate.com pursuant to such Set Up Instructions, by submitting thirty (30) days prior written notice to Bankrate.

3. **Your Payment Obligations to Bankrate.**

A. **Payment Plans.** Bankrate may offer you the opportunity to enroll in a Payment Plan to manage charges to your Account. If you enroll in a Payment Plan, you are bound by the terms of that Payment Plan. Bankrate's current Payment Plans are available at the URL <https://advertiser.bankrate.com/termsfuse/terms.aspx>. Bankrate may, at any time in its sole discretion, modify, amend, add, delete, suspend or terminate any Payment Plan and/or your participation in a Payment Plan (a "Modified Payment Plan"). Any Modified Payment Plan will be reflected on <https://advertiser.bankrate.com/termsfuse/terms.aspx> or delivered by e-mail notification to you. If you do not consent to a Modified Payment Plan, you may elect to discontinue your enrollment in the Payment Plan at any time by logging on to your Account and changing your Payment Plan, or by providing written notice to your Bankrate Sales Representative, as applicable. You shall pay to Bankrate all charges and fees accrued and

payable, and to be accrued and payable pursuant to your Set Up Instructions, even if you discontinue or change your enrollment in a Payment Plan. Your continued enrollment constitutes your acceptance of the terms of a Modified Payment Plan.

B. **Your Payment Obligations.** You agree to pay Bankrate all charges due pursuant to the Payment Plan and the Program Terms of each Advertising Program for which you submit Set Up Instructions. All charges for advertising on Bankrate.com are in United States dollars and do not include sales, use, franchise, value-added or import taxes, customs duties or other taxes that may be assessed by any jurisdiction. If withholding taxes or any other taxes are imposed by any jurisdiction in connection with your Advertisements, then you shall pay such taxes and in such amounts as are necessary to ensure that Bankrate receives the full amount invoiced to you without offset or deduction. You shall promptly furnish to Bankrate the applicable receipts and/or certificates regarding such payments.

C. **Joint and Several Liability for Payments.** The individual or company agreeing to be bound by these Advertising Terms and Conditions and any authorized advertising agent included on Set Up Instructions shall be, jointly and severally, liable for any and all amounts owed to Bankrate pursuant to these Advertising Terms and Conditions.

D. **Late Payments.** Bankrate shall charge you a late fee of 1.5% per month for any amounts that are unpaid when due. Additionally, if any payment is not made in full when due, Bankrate may, at its option, suspend your Advertisements and/or your participation in Advertising Programs until such past due amounts are paid in full, and/or immediately terminate the Term (as defined below) and proceed with any collection action(s) Bankrate deems necessary or desirable. If you fail to pay amounts owed to Bankrate as required, you are responsible for all reasonable expenses (including attorneys' fees) incurred by Bankrate in collecting such payments.

E. **Disputes.** You agree to submit any disputes regarding any charge to your Account in writing to Bankrate within sixty (60) days of such charge. Otherwise, such dispute will be waived and such charge will be final and not subject to challenge.

F. **Refunds.** By complying with the refund request process available at <https://advertiser.bankrate.com/termsfuse/terms.aspx>, you may request a refund of all or part of the funds remaining in your Account, less all charges and fees accrued and payable to Bankrate pursuant to these Advertising Terms and Conditions. It may take up to four (4) weeks to process your refund. In addition, if you have not participated in an Advertising Program for a period of at least six (6) months, then Bankrate will refund all remaining unused, prepaid fees in your Account to the credit card used to fund the Account and terminate the Term. Bankrate will also provide you a refund upon termination of the Term, as set forth in Section 4(C) below.

4. **Term and Termination.**

A. **The Term.** The term of this Agreement shall commence on the date that you enter into these Advertising Terms and Conditions and shall end when terminated by either you or Bankrate in accordance with Section 4.B. (collectively, the "Term").

B. **Termination.**

(i) **Termination by You or Bankrate With Notice.** Either you or Bankrate may immediately terminate the Term at any time, in each party's sole discretion. Notwithstanding the previous sentence, in order for you to terminate the Term, you must provide Bankrate with written notice at least thirty (30) days before you would like to terminate the Term, and your termination will be effective when your request is completely processed by Bankrate and only after the completion of any outstanding Set Up Instructions and your payment to Bankrate of all charges and fees accrued and payable pursuant to these Advertising Terms and Conditions. If Bankrate terminates the Term, Bankrate shall provide you notice in the manner described in Section 17 and the termination will be effective immediately upon Bankrate's delivery of such notice.

(ii) Termination by Bankrate Without Notice. Notwithstanding anything to the contrary in these Advertising Terms and Conditions, Bankrate may immediately terminate the Term and cancel or suspend your Account, without notice, if Bankrate, in its sole discretion, determines that: (a) you are in breach of these Advertising Terms and Conditions; (b) you are engaged in activities or sales that may damage the rights of Bankrate or others; (c) your credit card company, financial institution, or you have or have attempted to charge back or reverse any amounts paid to Bankrate; or (d) you are engaged in fraudulent or illegal activities.

(iii) Termination of any Set Up Instructions by Bankrate. Bankrate may immediately cancel or reject, without notice, any Set Up Instructions, at any time for any reason whatsoever.

C. Effect of Termination. Upon termination of these Advertising Terms and Conditions, your Advertisement(s) will be removed from Bankrate.com and the funds remaining in your Account, if any, after all charges and fees payable to Bankrate have been deducted from your Account, will be refunded to you. It may take up to twenty-four (24) hours to delete your Advertisement and up to four (4) weeks to process your refund. You are responsible for paying to Bankrate all charges and fees incurred pursuant to these Advertising Terms and Conditions that occur up to the removal of your Advertisement.

D. Survival of Specific Terms and Conditions. The provisions of Sections 3(B), 3(C), 3(D), 3(E), 3(F), 4, 5, 6, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22 of these Advertising Terms and Conditions shall survive any termination or expiration of the Term.

5. **You Must Comply with All Regulatory Requirements.** You are solely responsible for (A) complying with all applicable regulatory requirements in connection with your Advertisements, including, without limitation, compliance with Truth-In-Lending Act requirements and (B) Advertisements and financial rates and information included within such Advertisements. If you fail to comply with any regulatory requirements in connection with your Advertisements or are not licensed or otherwise legally able to provide your Advertisements, you shall be deemed to have breached these Advertising Terms and Conditions.

6. **Advertisement Destinations.** During the Set Up Instructions process, you shall provide Bankrate, in writing, a true and correct Uniform Resource Locator ("URL") for the destination web page of your Advertisement, which shall be subject to Bankrate's review and approval in its sole discretion. Once Bankrate approves the destination web page of the Advertisement, you may not materially modify the content of such destination web page or change the ultimate destination of such Advertisement without Bankrate's prior written approval. Notwithstanding the foregoing, Bankrate is not and shall not be responsible for the content, maintenance, or operation of your websites, the destination web page and website(s) of your Advertisement, or any websites owned or operated by any third party.

7. **Internet Placement; Modification of Bankrate.com.** Bankrate may publish, implement, activate or place your Advertisement(s) on any Internet web page located on Bankrate.com. You also acknowledge and agree that Bankrate may, at any time and for any reason, redesign or modify any element of Bankrate.com, including, without limitation, the specifications, organization, "look and feel," structure, and navigation of features.

8. **No Liability for Suggestions Related to Your Advertisements.** Bankrate and/or its third party service providers may, but are not required to, provide you with certain suggestions in connection with your Advertisements (the "Suggestions"). However, Bankrate shall not have any liability in connection with the Suggestions.

9. **You Must Meet Bankrate's Advertiser and Advertisement Criteria.** Bankrate reserves the right to, in its sole discretion, refuse, cancel or remove any Advertisement, at any time and from time to time, that does not comply with Bankrate's standards or for any reason or for no reason.

10. **Your Representations and Warranties to Bankrate.** In addition to all other representations and warranties included in these Advertising Terms and Conditions, you represent and warrant to Bankrate that: (A) you have and will have at all times, all right, title and interest necessary to grant any and all licenses granted to Bankrate for the purposes contemplated by these Advertising Terms and Conditions; (B) you have

all necessary rights, permits and licenses under all applicable laws, rules and regulations to provide your Advertisements, and any financial rates and information included within such Advertisements; (C) you are a business and not a consumer; (D) nothing in your Advertisements is false, misleading, defamatory, libelous, slanderous, illegal or threatening; (E) your Advertisements do not infringe on the rights of any third party, including any intellectual property rights; (F) your Advertisements comply with all applicable laws, rules and regulations and these Advertising Terms and Conditions; and (G) neither your Advertisements or your website contain any viruses, Trojan horses, back doors, Easter eggs, trap doors, cancelbots, worms, time bombs, or other computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer program, data or personal information.

11. **You Grant a Limited, Non-Exclusive License for Purposes of these Advertising Terms and Conditions.** You hereby grant to Bankrate, Bankrate's subsidiaries and affiliates, and any of Bankrate's networks, third party networks, and mirror, co-branded or derivative sites, and other entities participating with Bankrate in connection with advertising, a non-exclusive, worldwide, royalty-free license to use, reproduce, reformat, publicly display, publicly perform and distribute over any medium any material submitted by you or on your behalf to Bankrate in connection with an Advertising Program or submission of Set Up Instructions (including, without limitation, any content, images, technology, trademarks, brand features contained therein) during the Term for the purposes of fulfilling Bankrate's obligations pursuant to these Advertising Terms and Conditions and enhancing the features and functionality of Bankrate.com.

12. **You may not Use Bankrate's Brand Marks.** Nothing in these Advertising Terms and Conditions shall be construed as giving you permission or a license of any kind to reproduce or use any of Bankrate's name or any of Bankrate's trademarks, service marks, logos, designations and other intellectual property in any form or manner whatsoever without the prior written consent of Bankrate.

13. **Third-Party Service Providers.** Bankrate may outsource any and all services related to these Advertising Terms and Conditions and, as a consequence, your payments, Set Up Instructions, Advertisements, and Impressions may be developed and processed by a third party and invoicing and collection of your payments may be processed by a third party.

14. **Indemnification.** You shall indemnify and hold Bankrate, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, agents and representatives and/or any of Bankrate's networks, third party networks and Bankrate's mirror, co-branded or derivative sites (the "Indemnified Group") harmless from and against any and all claims, demands, causes of action, expenses, liabilities and damages, including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") which any member of the Indemnified Group may incur as a result of or related to any Claim(s) arising out of or in respect to: (A) your alleged or actual breach or violation of these Advertising Terms and Conditions or any representations or warranties set forth in these Advertising Terms and Conditions; (B) the operation of your business; (C) the content or representations in, or omissions from, your enrollment information, Set Up Instructions, or Advertisements; (D) your participation in any Advertising Program(s); (E) any content, images, material, product or service of yours to which users can link to through the Advertisement; (F) any alleged violation of any rights of others related to your use of the Advertising Program or your Advertisement (including, without limitation, any claim of patent, trademark or copyright infringement, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices). Bankrate reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations.

15. **Your Obligations.** You shall be solely responsible for any liability whatsoever arising out of or relating to any of your Advertisements, hyperlinks, websites or any data, script, information or other material that can be viewed, used, received, transmitted or manipulated by any person viewing or accessing your Advertisement(s).

16. **Force Majeure.** If Bankrate is prohibited from rendering services under these Advertising Terms and Conditions due to an act of God, accident, fire, lockout, strike, labor dispute, riot or civil commotion, act of public enemy, act of terrorism, national emergency, enactment, rule, order or act of government or

governmental authority (whether national, state or local), transportation failure or delay, flood, public disaster, or any other cause of similar nature beyond the control of Bankrate and for which Bankrate is not responsible, including, without limitation, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment or lines or any other equipment, and viruses, Trojan horses, back doors, Easter eggs, trap doors, cancelbots, worms, time bombs, or other computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer program, data or personal information, such event shall be deemed a valid excuse for delay of performance or nonperformance of Bankrate's obligations hereunder.

17. **Notices.** Bankrate will address any notices or communications to you in connection with these Advertising Terms and Conditions to the electronic address specified in your Set Up Instructions, as you may update such information from time to time. All such notices shall be deemed delivered immediately upon sending in the case of electronic mail and three days after mailing in the case of standard written mail.

18. **Press Releases.** Any and all press releases and other public announcements related to your participation in the Advertising Program must be approved in advance by Bankrate in writing.

19. **Intentionally left blank.**

20. **LIMITATION ON LIABILITY.**

IN THE EVENT OF AN ERROR IN ANY ADVERTISEMENT CAUSED BY AN ACT OR OMISSION OF BANKRATE, BANKRATE SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, EXPENSES OR OTHER LIABILITY THAT EXCEEDS THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID BY YOU TO BANKRATE PURSUANT TO THESE ADVERTISING TERMS AND CONDITIONS.

BANKRATE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND/OR ANY OF BANKRATE'S NETWORKS, THIRD PARTY NETWORKS AND BANKRATE'S MIRROR, CO-BRANDED OR DERIVATIVE SITES WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY LOSS OF BUSINESS, PROFITS, OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF BANKRATE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND/OR ANY OF BANKRATE'S NETWORKS, THIRD PARTY NETWORKS AND BANKRATE'S MIRROR, CO-BRANDED OR DERIVATIVE SITES ARE AWARE OF THE RISK OF SUCH DAMAGES, THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE ADVERTISING PROGRAM(S), BANKRATE'S ACCEPTANCE, REJECTION, REMOVAL, OR CANCELLATION OF AN ADVERTISEMENT, PUBLICATION OF AN ADVERTISEMENT, OR USERS CLICKING ON AN ADVERTISEMENT AND ACCESSING THE LINKED WEB SITE.

BANKRATE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND/OR ANY OF BANKRATE'S NETWORKS, THIRD PARTY NETWORKS AND BANKRATE'S MIRROR, CO-BRANDED OR DERIVATIVE SITES LIABILITY TO YOU WILL NOT, FOR ANY REASON, INDIVIDUALLY OR IN THE AGGREGATE, EXCEED THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID BY YOU TO BANKRATE PURSUANT TO THESE ADVERTISING TERMS AND CONDITIONS.

THE ESSENTIAL PURPOSE OF THIS SECTION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING OUT OF THESE ADVERTISING TERMS AND CONDITIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE ADVERTISING PROGRAM(S), YOUR ADVERTISEMENT(S), OR THESE ADVERTISING TERMS AND CONDITIONS MUST BE FILED

WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

21. **DISCLAIMER OF WARRANTIES AND LIABILITIES.** YOU EXPRESSLY AGREE THAT THE SERVICES PROVIDED BY BANKRATE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND/OR ANY OF BANKRATE'S NETWORKS, THIRD PARTY NETWORKS AND BANKRATE'S MIRROR, CO-BRANDED OR DERIVATIVE SITES PURSUANT TO THESE ADVERTISING TERMS AND CONDITIONS ARE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THAT YOUR USE THEREOF IS AT YOUR OWN RISK. BANKRATE HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THESE ADVERTISING TERMS AND CONDITIONS ARE NOT INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE.

22. **General Provisions.**

All Program Terms, Set Up Instructions, and the terms of web pages, websites, hyperlinks, and URLs referenced within these Advertising Terms and Conditions are hereby incorporated in these Advertising Terms and Conditions. You may not assign your rights and/or obligations under these Advertising Terms and Conditions without the prior written consent of Bankrate, which Bankrate may withhold in Bankrate's sole discretion. Bankrate may assign its rights and/or obligations under these Advertising Terms and Conditions. All of the terms and provisions of these Advertising Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

The failure or delay of any party at any time to require performance by another party of any provision of these Advertising Terms and Conditions, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy pursuant to these Advertising Terms and Conditions. Any waiver by any party of any breach of any provision of these Advertising Terms and Conditions should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under these Advertising Terms and Conditions. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

If any provision of these Advertising Terms and Conditions is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of these Advertising Terms and Conditions shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of these Advertising Terms and Conditions may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

The headings contained in these Advertising Terms and Conditions are for convenience of reference only, are not to be considered a part of these Advertising Terms and Conditions and shall not limit or otherwise affect in any way the meaning or interpretation of these Advertising Terms and Conditions.

These Advertising Terms and Conditions and all transactions contemplated by these Advertising Terms and Conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. You and Bankrate acknowledge that a substantial portion of the negotiations and anticipated performance of these Advertising Terms and Conditions occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to these Advertising Terms and Conditions shall be brought in the courts of record of the State of Florida in Palm Beach County or the United States District Court, Southern District of Florida, West Palm Beach Division. You and Bankrate each consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

These Advertising Terms and Conditions and all Program Terms, Set Up Instructions, and the terms of web pages, websites, hyperlinks, and URLs referenced within these Advertising Terms and Conditions represent the entire agreement between you and Bankrate with regard to their subject matter and supersede all other previous agreements, understandings and/or representations regarding the same, including, without limitation, any prior advertising and listing agreement or prior master advertising terms and conditions. In the event that the terms and conditions set forth above and the terms and conditions of any Set Up Instructions conflict or are inconsistent with the terms and conditions set forth above, the terms and conditions set forth above will be deemed to control.

BY ENTERING INTO THESE ADVERTISING TERMS AND CONDITIONS YOU (A) REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE, THAT ALL INFORMATION YOU PROVIDE TO BANKRATE IS TRUE AND CORRECT IN ALL RESPECTS, AND THAT YOU HAVE THE POWER AND AUTHORITY TO AGREE TO BE BOUND BY THESE ADVERTISING TERMS AND CONDITIONS (AS DEFINED BELOW), (B) AGREE THAT ANY PERSON OR ENTITY ACTING ON YOUR BEHALF SHALL ALSO BE BOUND BY THESE ADVERTISING TERMS AND CONDITIONS AND AGREE TO BE RESPONSIBLE FOR SUCH PERSON'S OR ENTITY'S ACTIONS, (C) AGREE TO NOTIFY BANKRATE IMMEDIATELY OF ANY ACTUAL OR SUSPECTED UNAUTHORIZED USE OF YOUR BANKRATE ID, PASSWORD OR ACCESS TO YOUR ACCOUNT AND (D) AGREE TO COMPLY WITH, AND BE SUBJECT TO, THE TERMS AND CONDITIONS OF THE MOST RECENT VERSIONS OF THESE ADVERTISING TERMS AND CONDITIONS, AS MAY BE AMENDED, FROM TIME TO TIME, IN BANKRATE'S SOLE DISCRETION.

BANKRATE

YOU

By: _____
Signature
Its: _____

By: _____
Signature
Its: _____

Printed Name, including title/authority

Printed Name, including title/authority

Bankrate, Inc.
11760 US Highway 1
Suite 200
North Palm Beach, FL 33408
Phone: 561.630.2400
Fax: 561.630.1270

Name of Company, Address, Email, Phone Number and Fax

