

Wi-Fi Alliance
www.wi-fi.org Advertising Sponsorship Terms and Conditions

1. The Wi-Fi Alliance[®] reserves the right to edit, revise or reject any advertising. All advertising is subject to the terms and conditions in these Advertising Sponsorship Terms and Conditions, the Web Site Terms and Conditions of Use and the Advertising Sponsorship Insertion Order.
2. The Wi-Fi Alliance shall be under no liability whatsoever by reason of error for which it may be responsible in any advertisement beyond liability to give the advertiser or advertising agency credit for as much of the space occupied by the advertisement as is materially affected by the error; and its obligation to give such credit shall not apply to more than one incorrect insertion under any contract or order.
3. A company may sponsor up to two advertisement placements per month for up to three consecutive months. Member companies may sponsor up to 18 advertisement placements in any calendar year. Any Wi-Fi enabled hardware products advertised must be Wi-Fi CERTIFIED™ by the Wi-Fi Alliance.
4. The Wi-Fi Alliance does not guarantee any given level of impressions or readership for any advertisement.
5. The advertiser and advertising agency assume liability for all content [including text representation and illustrations] of advertisements published and also assume responsibility for any claims arising therefrom made against the Wi-Fi Alliance, including costs associated with defending against such a claim.

In consideration of the Wi-Fi Alliance's acceptance of such advertisements and information for publication, the advertiser and agency will jointly and severally indemnify and hold harmless the Wi-Fi Alliance and its officers, directors, shareholders, employees, accountants, attorneys, agents, parent, affiliates, subsidiaries, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to:

- Advertiser/agency's breach of any covenants, representations and warranties made therein;
- Wi-Fi Alliance's performance under this contract; and
- The copying, printing, distributing, transmitting or publishing of advertiser's/agency's advertisements or collateral information by the Wi-Fi Alliance.

6. The Wi-Fi Alliance will seek to comply with advertisement position requests and other stipulations that appear on insertion orders, but cannot guarantee that they will be available.
7. The Wi-Fi Alliance shall be under no liability for its failure for any cause to insert an advertisement.
8. The advertiser/agency grants the Wi-Fi Alliance the right to use, reproduce, publicly display and distribute advertiser's advertisements and collateral information and warrants that advertiser/agency has the right to grant such license.

The advertiser/agency represents that the advertiser is the owner or is licensed to use the entire contents and subject matter contained in its advertisements and collateral information, including, without limitation, (a) the names and/or pictures of persons; (b) any copyrighted material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services; and (c) any testimonials or endorsements contained in any advertisement submitted to the Wi-Fi Alliance.

In addition, the advertiser/agency represents that the advertiser's advertisements and collateral information do not violate any applicable local, provincial or country law or regulation.

9. The sole liability of the Wi-Fi Alliance to the advertiser/agency shall be limited to, at Wi-Fi Alliance's

sole discretion, a pro rata refund of the advertising fee representing the undelivered advertising or the placement of the advertisement at a later time in a comparable position. UNDER NO CIRCUMSTANCES WILL WI-FI ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST INCOME OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF WI-FI ALLIANCE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

10. These Advertising Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of California. The advertiser and advertising agency hereby consent to venue in and jurisdiction of the state and federal courts sitting in the State of California. Notwithstanding anything to the contrary in these Advertising Terms and Conditions, the Wi-Fi Alliance shall have the right to elect in its sole discretion the forum for any lawsuit arising hereunder brought by the Wi-Fi Alliance. If any action at law or in equity is necessary to enforce the terms of in these Advertising Terms and Conditions, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

11. Advertiser/agency may not resell, assign or transfer any of its rights hereunder without the Wi-Fi Alliance's prior written consent, and any attempt to resell, assign or transfer such rights shall result in immediate termination of this contract, without liability to the Wi-Fi Alliance.

12. These Advertising Terms and Conditions represent the complete and exclusive statement of the agreement between the parties relating to the services and supersedes all prior written and oral communications and agreements relating thereto. No change in, modification of or addition to the terms and conditions contained herein will be valid as between the parties unless set forth in a writing which is signed by authorized representatives of both parties. If any of the provisions of these Advertising Terms and Conditions are held to be void or unenforceable, the remaining portions of these Advertising Terms and Conditions will continue in effect without giving regard to the void or unenforceable provisions. No waiver of any term, provision, or condition of these Advertising Terms and Conditions, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of these Advertising Terms and Conditions.

Advertiser/Agency Authorized Name:

Advertiser/Agency Authorized Signature:

Date:
