

Terms of Agreement - Advertising (version 2.0)

This Agreement is made between "The Client" and Lemnaru I. Daniel Ionut Ion I.I., ("The Provider"), with a principal place of business in Ploiesti, Prahova, Str. Gageni, Nr. 115, Bl. 111, Sc. D, Et. 1, Ap. 66, Romania, VAT NO. RO28727077, Reg. Com. F29/1091/29.06.2011, phone +40-344102261, email dan@ramblingsoul.com. The Client is a person, company or other entity that makes an order.

These Terms of Agreement will be stored by The Provider at the address <http://www.ramblingsoul.com/advertising-terms-v2.pdf>.

Technical steps for Agreement and order acceptance:

- Communication will be by email, in English.
- The Client requests from The Provider an offer for advertising services, by email or via the contact form on The Provider's site. The request constitutes an expression of desire to order and to be contacted at the The Client's email address.
- The advertising service specifications, pricing and additional agreement terms or modifications of terms may be negotiated between the parties, using electronic means of communication (email).
- The Client sends or confirms the order and accepts the Terms of Agreement (see points 5. Client Identification and 6. Signature).
- The Provider sends an order confirmation, by email, specifying that the order has been received and accepted.

The communications and resulting electronic documents described above, along with this Agreement, will form the full order or contract.

1. The nature of the Services

The Provider agrees to publish one or more advertisements at one or more of the following websites: www.ramblingsoul.com, hostpeek.com, couponsnexus.com, ultracheaphosts.com, whrforums.com, a-web-biz.com. The exact number, form (text, image/banner, video, size, placement etc.) and pricing of the advertisements will be established through direct negotiation. The advertisements must link to a web hosting, web design, web development, search engine optimization or other, closely related type of website or URL.

2. Guarantees

The Provider will take all necessary measures to ensure that the website(s) where the advertisements are placed will have a reasonable uptime.

The Provider makes no promises or guarantees regarding the amount, nature or quality of traffic sent to The Client's websites, the suitability for a certain purpose or results of the service rendered.

Following The Client's written request, ulterior changes/edits/modifications/corrections of the advertisements will be handled expeditiously, but no guarantee regarding the timing is provided. If, in The Provider's sole judgment, The Client is abusing this facility, The Provider may terminate the agreement unilaterally.

The Client certifies having the right to use any trademarks, copyrighted material and other Intellectual Property that is sent or communicated to The Provider to be published as an advertisement or part of one, and the right to allow The Provider to publish them.

3. Price and Payment

By email, The Provider will make a general offer with preset advertising options, or a custom offer based on the specific needs and requirements expressed by The Client. Any such offer is open for acceptance for a period of 15 days, unless otherwise specified. Pricing will be in USD, unless otherwise specified.

Payment shall be sent via Paypal, from The Client's Paypal account to The Provider's Paypal account. The Provider's Paypal email address is dan@couponsnexus.com. Refunds will be sent to the Paypal email address from which payment was received, unless The Client instructs differently, in writing.

The Provider will publish the advertisements within 72 hours after the payment and the complete advertisements data (banner, text, video, URL etc.) have been received from The Client. The Provider's failure to do so will give The Client the right to terminate the Agreement and receive a full refund for the advertisements that were not published.

4. Termination

The Agreement and any ordered advertisement shall be considered automatically renewed for a new period of time, equal to the original advertisement(s) period, unless terminated by either The Client or The Provider.

The Agreement shall be in effect until either party notifies the other, in writing, that it terminates the Agreement, and specifies a termination date; if no termination date is specified in the notification, the Agreement will be considered terminated when all the services (advertisements) that have already been paid for, have been provided. If The Client terminates the Agreement, The Client is not entitled to a refund for services that are already paid. The Client may request the removal of specific advertisements at any time, without refund.

If the client is a "consumer" as defined by Romanian law, then: **"The consumer has the right to notify in writing the provider that he is canceling the purchase, without penalties and without providing a reason, within 10 working days from receiving the product, or, in the case of services, from the signing of the contract"**. A consumer is any physical person or group of physical persons constituted in associations, who, in executing contracts that enter under Romanian consumer protection laws, act in pursuits outside of their commercial, industrial or production activity.

5. Client Identification

If The Client is an organization (company etc.), The Client will communicate to The Provider the organization name, place of business (full address), tax identification number (VAT Number for EU and some non-EU based companies), email address, company website, and the company representative's name and title/capacity.

If The Client is a consumer, The Client will communicate to The Provider his/her name and address (place of domicile or residence).

The Provider may request any additional information necessary by law to be provided in the invoice.

The Client guarantees the accuracy of the provided identification information, the fact that the identification conforms to reality, and that The Client has the capacity (legal age, status etc.) of entering a contract. Providing false identification automatically voids the Agreement, without notification or right to refund.

6. Signature

The Agreement shall be electronically signed. The Client's written consent (order confirmation), through his representative, shall constitute a valid signature in accordance with the Romanian Law of Electronic Signature no. 455/2001, art. 4, pt. 3.

Following The Client's order, The Provider will issue an order number that uniquely identifies the order/contract. The Provider will confirm the receipt of the order and will communicate the order number to The Client, by email.

7. Communication

All communication regarding the order and Agreement shall be in writing (by electronic mail), in the English language, unless otherwise agreed, in writing.

8. Governing law

This Agreement will be governed by the laws of Romania. Any misunderstandings regarding The Agreement and the order shall be handled amicably. Any eventual litigation will be handled in Romanian Court, in Ploiesti, Prahova, unless the Romanian law specifies a different location.