



Terms of Service and Advertising Policy

UPDATED 3/28/17

Welcome to AnswersforElders.com, the website and online service of Answers for Elders, Inc. ("Answers for Elders" or "Company"). THIS ADVERTISING AGREEMENT (the "Agreement") is made between Answers For Elders, Inc. and the undersigned, either by email, electronic or official signature of advertiser ("Advertiser"). This Advertiser's Agreement (the "Agreement") explains the terms by which you may use our Service to advertise your business. By signing up for Service through your return email and/or signature, You agree to abide by these this Agreement and the Company's Terms of Use as they may be updated from time to time, currently available at www.answersforelders.com, (the "Company Terms"), which are hereby incorporated herein by reference. You are referred to herein as "you" or "Advertiser." Capitalized terms not defined in this Agreement have the meaning given them in the Company Terms.

1. Advertiser Program: Company is providing you with an exclusive page on AnswersForElders.com, which includes a profile for you and your company on the Service you provide- (your "Advertiser Profile"). This agreement is to be appointed as a Subject Matter Expert, (aka "Expert") in the State or Market Area as specified in the terms hereof which commences from the date of agreement for a period of one calendar year going forward. Any content, data, or information you upload to your Advertiser Profile ("Advertiser Content") shall be deemed User Content as defined in the Company Terms, except as expressly stated otherwise herein. You understand and agree that your User Content may be used or incorporated in other areas of the website, promoted in feature articles, or displayed on the Service, either alone or together with User Content posted by other Users.

- a. **Lead Generation:** Answers for Elders' ultimate goal is to provide qualified leads to all Experts that are in our network. They are generated through various sources, including but not limited to: The Answers for Elders Care Line, The Answers for Elders Academy, Provider Alliance Referrals, Social Media Campaigns, and Radio Podcasts, Repurposing of Radio Content and Radio Advertising. We continuously look for new and unique ways to target family caregivers and seniors. Advertiser agrees that there are no guarantees on number of leads and does not hold the Company accountable for the quality, quantity, value or types of leads our program provides.
- b. **Cost Per Lead:** Company reserves the right to charge for leads in specific identified programs within contract term.

2. Advertiser Content Proprietary Rights and Restrictions. Each Party as identified in this Agreement owns its respective Materials and Content, and nothing herein grants the other party any right, title, or license in a party's intellectual property rights, except that Advertiser gives Company and Host Provider the limited, nonexclusive license to set up, display, promote, and display the Advertiser Content where appropriate. Advertiser represents and warrants that you will not provide Advertiser Content containing or relating to: (i) violence, racial intolerance, or advocacy against any individual, group, or organization; (ii) pornography, adult, or mature content; (iii) hacking or cracking; (iv) illicit drugs or drug paraphernalia; (v) excessive profanity; (vi) sales of weapons or ammunition (e.g., firearms, fighting knives, stun guns); (vii) sales of beer, wine, or hard alcohol; (viii) sales of tobacco or tobacco-related products; (ix) sales of prescription drugs; (x) sales of products that are unauthorized replicas or imitations of designer goods; (xi) any other content that is illegal, promotes illegal activity, or infringes on the legal rights of other.

3. Company Terms:

In all cases we strive to work collaboratively with our experts in regards to content, to provide a seamless flow of information and consistency in content quality. Please note:

- a) All rates and/or fees are subject to change with or without notice.
- b) All rates are subject to Advertiser's acceptance of our standard terms and conditions in our Advertiser's Agreement.
- c) We reserve the right not to do business with any Advertiser and reserve the right to cancel an Advertiser term, if they violate [Expert Guidelines](#) policies.
- d) We reserve the right to edit, remove Advertisers or Experts, revise any content, and/or terminate relationships that may conflict with our [Expert Guidelines](#) below.
- e) All content that consists of poor grammar, spelling, or disparagement of competitive businesses and/or industries will automatically be rejected from publication.
- f) We reserve the right to change, revise, or reformat designated market areas, assignments, and/or pre-established "market areas."

4. Expert Guidelines:

Answers for Elders strives to provide "experts" in the top of their field. We strive to provide individuals serving families in various fields of expertise that meet pre-established criteria, and who have represented themselves to meet such criteria. In the case where the term "Expert", or "Specialist" or "Authority" are used, this is a term utilized by our program to designate someone who can speak with credibility toward a subject or professional expertise. For our purposes it is an ambiguous designation does not necessarily represent the title or official designation or certification in a particular field of profession, but simply as a "Subject Matter Expert."

a) Qualifications: The Company brand and standing in the industry is directly dependent upon the quality of its Experts- aka "Advertisers." Therefore, Advertiser represents that you are currently not under any criminal investigation or prosecution, is and will continue to keep current and in good standing in their community and industry with a minimum five-year career history. Advertiser is an established professional with a current client/customer base. Advertiser assures that he/she is a member in good standing of governing national associations, subscriber bases, social media, and review programs where applicable. Advertiser also represents and agrees to be current in all business, contract and state licenses as they apply.

b) Community Conduct: When representing your professional expertise online or within our programs, you shall conduct yourself with professional conduct in interaction with all AnswersForElders.com community members, social media sites, users, & visitors. All information attained by users shall not be used to exploit, cause personal harm, or damage any individual. Any correspondence considered defamatory or harassing should be reported directly to AnswersForElders.com staff and shall be dealt with according to our Terms of Service Policies.

c) User Content: Answers for Elders takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Answers for Elders shall not be liable for any damages you allege to incur as a result of User Content.

5. Payment Terms and Fees: Advertiser agrees to pay Company for a standard, template-based Advertiser Profile. In addition Advertiser may be a part of an expanded program in designated geographic areas in the USA, which includes being a presenter in the Answers for Elders Academy Class or Social Media programs. Advertiser is responsible to keep all contact information current and updated during term of contract on [AnswersForElders.com](#). Advertiser may have opportunities to benefit from radio interviews, social media campaigns, promotion and exposure. In addition, Advertiser may have opportunities to provide classes and/or workshops in local area, and agrees that separate payment terms may apply in regard to lead generation fees outside of this agreement. Advertiser also agrees that additional services/programs outlined in the Advertising Agreement may be subject to additional fees. If advertiser chooses customized features, the Company reserves the right to charge additional development fees if applicable. If materials are submitted outside of the main parameters as defined in this agreement are subject to additional fees. Advertiser further agrees to pay any and all non-refundable fees as set forth in the Cancellation Policy in this agreement. Advertiser must pay in advance for all services. The Company reserves the right to charge the maximum allowed by law for any returned checks or late payments, or an additional fee for any and all collection costs, attorneys fees, returned check fees, or any additional fees incurred due to the circumstances of late or non payment of said agreement. In addition, from time to time the Company may provide you with certain premium features ("Premium Features") for additional fee(s) as they become available. The Company also reserves the right to charge for excessive changes and/or customized services, such as graphic design, editorial services, ad layout, video production and/or any types of customized content that the Advertiser requests.

6. Cancellation Policy: After three business days upon the Confirmation of this Agreement, Advertiser shall forfeit a 50% Cancellation Fee. After three days, all fees paid and payment agreements to Company and Terms are non negotiable and are non-refundable. Company also reserves the right to cancel any program in event of any violations of our Terms of User, Confidentiality, Privacy and Terms of Service Agreements.

7. Forced Majeure: The Host Provider is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, server errors, disruptions, government actions, computer viruses and incompatible or defective equipment, software or services not supplied by Host Provider.

8. Confidentiality:

a) Protection of Information: You agree, at all times during your one-year Term and afterwards, to hold in strictest confidence, and not to use (except as necessary to perform Your obligations under this Agreement) or disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information (as defined below) that You obtain, access or create during the term of the Agreement, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of any person who is under confidentiality obligations as to the item(s) involved. You further agree not to make copies of such Confidential Information except as authorized by the Company, and to return to the Company (or at the Company's request, destroy) all Confidential Information upon termination or expiration of this Agreement. You agree to immediately notify Company of any unauthorized disclosure or use of any Confidential Information and to assist Company in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested.

b) Confidential Information: You understand that "Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, but is not limited to: technical data, trade secrets, research, product or service ideas or plans, developments, inventions, technology, techniques, passwords and other security information, information relating to suppliers and customers, capital structure, cost and market share data, marketing and business plans, licenses, contract information, financial data, budgets, the terms of this Agreement, and other business or technical information disclosed to You by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

c) System Access: If granted any privileged access at any time, you shall not allow any other party to access any restricted-access Company systems made available to You hereunder, including without limitation any administrative or advertiser-only functions for the Service, and shall not disclose, share, or tamper with any Company passwords or security measures..

d) Other Rights: This Agreement is intended to supplement and not to supersede any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

10. Confirmation of Agreement: By affixing completed document from the established email as recorded on your Advertising Agreement, you hereby adhere and agree to all terms as outlined in this document, and define it as legally binding.