



ADVERTISER OPERATING TERMS AND AGREEMENTS

Review our service agreements to ensure a clear and transparent partnership with [NexLane Ads](#).

This Master Services Agreement (“Agreement”) is entered into as of effective date (as signed), by and between NexLane Ads LLC (“Company”), and (“Advertiser”). This Agreement sets forth the terms and conditions governing the Advertiser’s participation in the NexLane Ads advertising program.

1. SERVICES PROVIDED:

The Company agrees to provide advertising placement services through its platform, which connects Advertisers to Drivers who display the Advertiser’s materials on their personal vehicles (the “Platform”). The Company will manage the wrapping and removal of advertisements via professional Wrapping Vendors.

2. NON-EXCLUSIVITY:

Advertiser acknowledges that this Agreement does not grant exclusivity to the Advertiser. NexLane Ads reserves the right to enter into agreements with multiple advertisers simultaneously, including those in the same or competing industries.

3. INFORMATION COLLECTION & USE:

Advertiser acknowledges to provide accurate and up to date information, including but not limited to:

- Company Name
- Contact Person
- Contact Information
- Company Address
- Company Website
- Billing Information
- Advertisement Content & Details

The Company will store this information securely and use it solely for managing the advertising program and processing payments. Information will not be shared with third parties, except as required by law or necessary for program obligations.

4. PAYMENT & BILLING:

a. **Payment Method:** Advertiser will provide a valid credit or debit card, Pay Pal account or bank transfer information for billing purposes. Advertiser agrees to notify the Company immediately of any changes to billing details.

b. **Late Payments and Non Refundable Fees:** Advertiser agrees to make all payments on time as required under this Agreement. Any amount not paid within ten (10) days of the due date shall be subject to a late fee of 1.5% per month.

c. **Non-Refundable Fees:** All fees paid under this Agreement are non refundable, including cases where the Advertiser cancels or terminates a campaign before its scheduled completion.

5. TERM:

This Agreement begins on the Effective Date and remains in effect until terminated in accordance with Section 12 (Termination).

6. ADVERTISEMENT APPLICATION & REMOVAL:

a. The Company will manage the process of applying the advertisement to the Driver's vehicle through a Wrapping Vendor.

b. At the end of the advertising period or upon termination, it is the Driver's responsibility to return to the Wrapping Vendor for the removal of the advertisement.

7. COMPLIANCE WITH LAWS:

a. Advertiser agrees to comply with all local, state and federal laws while participating in the program, including laws related to advertising content and practices.

b. The Company reserves the right to reject or remove any advertisement content deemed inappropriate, offensive, or non-compliant with applicable laws or regulations.

8. DATA COLLECTION:

Advertiser agrees to provide accurate and complete personal information, including, but not limited to, driver's license details, insurance information, social security number, and banking details.

This information will be securely stored and used solely for the purposes of managing the program, processing payments, and compliance with tax reporting requirements (e.g., W9 forms)

9. CONTENT LIABILITY:

- a. Advertiser is solely responsible for the content of the advertisements, ensuring it complies with applicable laws, and does not infringe upon any third party rights.
- b. The Company reserves the right to review and approve all advertisement content. Advertiser agrees that all advertisements will display a byline indicating the advertisement is sponsored by the Advertiser through NexLane Ads.

10. DISCLAIMER:

NexLane Ads does not guarantee specific results from any advertisement placement, including but not limited to impressions, clicks, conversions, or increased revenue. Advertiser acknowledges that NexLane Ads' role is limited to facilitating the placement of advertisements on vehicles and coordinating advertisement application and removal through professional Wrapping Vendors. NexLane Ads does not warrant the effectiveness or performance of any advertisement.

11. NON-DISCRIMINATION CLAUSE:

Advertiser agrees that no advertisement will contain discriminatory content based on race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

12. LIABILITY & INDEMNIFICATION:

- a. Damage Liability: Neither the company nor the Wrapping Vendors are responsible for any damage to vehicles arising from the application, maintenance, or removal of advertisements.

b. Indemnity: Advertiser agrees to indemnify, defend, and hold harmless the Company, Wrapping Vendors, and Drivers from any claims, damages, losses, or expenses (including attorney fees) arising from or related to the advertisement content, the application or removal of advertisements, or any damage to vehicles.

c. Content Indemnity: Advertiser will indemnify the company against any claims that the advertisement infringes on intellectual property rights, violates privacy laws, or contains unlawful content.

d. Third-Party Responsibilities: Advertiser acknowledges that NexLane Ads acts solely as an intermediary connecting Advertisers with Drivers and Wrapping Vendors. NexLane Ads is not responsible for delays, damages, or disputes arising from the actions of Drivers or Wrapping vendors; errors in advertisement application, maintenance, or removal conducted by Wrapping Vendors; vehicle damage that occurs due to wrapping, driving conditions, or improper maintenance by the Driver.

e. Advertiser Acknowledgement: Advertiser agrees that any claims or disputes regarding wrapping, vehicle damage, or campaign disruptions caused by Drivers or Wrapping Vendors must be resolved directly with the involved party, and NexLane Ads shall bear no liability.

13. TERMINATION:

a. Termination by Advertiser: Advertiser may terminate this Agreement by providing 30 days' written notice to the Company. Subscription fees for the current month are non-refundable. Upon termination, all advertisements will be removed from the vehicles.

b. **Termination by Company:** The Company may terminate Advertisers' participation in the program at any time, with or without cause, by providing notice. Upon termination, the Company will ensure all advertisements are promptly removed from all vehicles.

14. CONFIDENTIALITY:

Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed in connection with this Agreement.

This obligation will continue even after the termination of this Agreement.

15. SECURITY:

NexLane Ads may utilize third-party technology service providers to host and maintain its Platform. Advertiser acknowledges that NexLane Ads is subject to the security protocols and procedures implemented by these third-party providers and cannot offer additional or modified security measure beyond what the provider offers.

16. PUBLICITY:

Advertiser agrees that the Company may identify Advertiser as a customer and use Advertiser's logo and trademark in the Company's promotional materials. Advertiser may request that the Company stop doing so by submitting an email to Adsupport@nexlaneads.com at any time.

Advertiser acknowledges that it may take NexLane Ads up to five (5) days to process such request. Notwithstanding anything herein to the contrary, Advertiser acknowledges that the Company may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, and to third parties for purpose of due diligence.

17. NOTICES:

Unless otherwise specified in this Agreement, any formal notice required or permitted under this Agreement must be delivered via email to Adsupport@nexlaneads.com.

Notices shall be deemed received upon successful electronic transmission, provided that no bounce -back or error message is received by the sender.

18. FORCE MAJEURE:

Neither party will be liable for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters war, government regulations, or labor strikes.

19. DISPUTE RESOLUTION:

Any disputes arising under this Agreement will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The venue for arbitration will be Colorado, and the prevailing party will be entitled to recover reasonable attorney fees.

20. ASSIGNMENT OF RIGHTS:

Neither party may assign or transfer its rights or obligations under this Agreement to any other person, firm, corporation, or entity without the prior written consent of the other Party.

21. NO WAIVER:

The failure of either Party to enforce any provision of this Agreement or to act on any breach will not be deemed a waiver of that provision or any subsequent breach. All terms and conditions of this Agreement will remain in full effect unless expressly waived in writing by the Party.

22. GOVERNING LAW:

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

23. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any kind.

24. AGREEMENT EXECUTION:

This Agreement shall be signed and executed electronically through the NexLane Ads website as part of the application process. By submitting its application and signing this Agreement digitally, Advertiser consents to the terms outlined herein and acknowledges the binding nature of this Agreement.

25. SIGNATURES:

By signing, the Advertiser acknowledges that they have read, understood and agree to the terms and conditions outlined in this Agreement.