

# City News Group, Inc. Automatic Renewal Agreement

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This online Automatic Renewal Agreement advertising agreement (also known ARA) is hereby entered into by Advertiser (You) and City News Group, Inc. (Publisher) corporate office located at 22797 Barton Road, Grand Terrace, CA. 92313

**Automatic Renewal of Subscriptions.** Advertisers enrolled in an automatic renewal subscription will automatically renew at the conclusion of your initial subscription term for subsequent term of six (6) months, unless and until either Advertiser or the City News Group, Inc. gives the Advertiser notice of termination. **By signing up for automatic renewal of a subscription, Advertiser agrees that your subscription will be automatically renewed and, unless you cancel your subscription, you authorize City News Group, Inc. to charge your payment method for the renewal term.**

Advertiser will receive an email confirming our enrollment in auto-renewal. Advertiser will be sent a notice 30 days in advance of your renewal date.

A credit card is required. Advertiser will receive an email receipt confirming payment after your payment is processed. Should a credit card be declined, you will be notified and will be removed from the auto-renewal process.

**Automatic Renewal Termination**  
Subscribers may cancel auto-renewal by going to MY AD ACCOUNT and clicking on CANCEL AUTO-RENEW. Balance of discount given at time of enrollment will be due and charged to the Credit Card on file (amount will be shown clearly at the Cancellation site). Following an auto-renewal

cancellation, you will receive a cancellation confirmation via email. Advertiser will be sent a notice 30 days in advance of your insertion order expiration date.

A credit card is required. You will receive an email receipt confirming payment after your payment is processed. Should a credit card be declined, you will be notified and Your Advertisement will be removed from the Auto-Renewal Process. To re-enter Auto-Renewal a new Advertisement must be originated.

## 1. Automatic Renewal

Each Insertion order will renew automatically at the end of the then-current Term unless terminated in accordance with this Agreement by either Advertiser or City News Group, Inc.

## 2. Governing Law; Jurisdiction; Forum; Attorneys' Fees

This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this Agreement will be brought in any court of competent jurisdiction located in the State of California. In any action to enforce this Agreement, including without limitation, any action by City News Group, Inc. for the recovery of fees due hereunder, You will pay City News Groups, Inc. attorneys' fees and costs in connection with such action if City News Group, Inc prevails in such action. You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement.

## 3. Written Communications and Notice

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Advertiser accepts that communication from City News Group, Inc. may be electronic. City News Group, Inc. may contact You by e-mail or City News Groups website. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that City News Group, Inc. provides to You electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second (2<sup>nd</sup>) business day after mailing, (iii) the second (2<sup>nd</sup>) business day after sending by confirmed facsimile, or (iv) business day after sending by email or, if from City News Group, Inc. to You, online posting. Notices to You may be addressed by City News Group, Inc. to any e-mail address, postal address or facsimile number registered with City News Group, Inc. or through means of online posting through te Services and/or Voice Services. Notices to City News Group, Inc. that are not expressly authorized by administrative control under this Agreement shall be mailed to City News Group, Inc 22797 Barton Road, Grand Terrace, CA. 92313

#### **4. Authority, Age and Capacity**

The individual accepting the Agreement on behalf of You represents and warrants that he/she/they has the authority to bind You to this Agreement. You hereby represent and warrant that You and any person to whom You grant access to Your Account have reached the older (i) the age of eighteen (18) and (ii) the age of majority in your jurisdiction, and that You are not subject to a limitation on Your ability to enter into this Agreement.

#### **5. Severability**

If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and the Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability

#### **6. Fair Interpretation, Headings**

This Agreement reflects terms that are mutually agreeable to the parties. This Agreement will be interpreted fairly in accordance with its term and without any strict construction in favor of or against either party based on draftsmanship of the Agreement or otherwise. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

#### **7. Fees, Billing, Taxes, Charges**

**7.1 Fees.** The fees initially charged upon ordering an Insertion of Your Advertisement will be effective for the applicable Schedule Initial Terms and each Schedule Renewal Term, provided that City News Group will have the right to increase these fees at any time upon thirty (30) calendar days' notice to Advertiser. If Advertiser does not agree with such fee increase, You will have the right to terminate the applicable Schedule immediately upon notice received within thirty (30) calendar days of date of notice of the fee increase. All payments made to City New Group Inc. will be in U.S. Dollars.

**7.2 Payment by Automated Means**

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a. You may view and print an invoice for Your Account using the Electronic Platform. On or about the first (1<sup>st</sup>) day of each month, City News Group, Inc. will apply the current monthly charges to Advertisers automated payment method, the relevant information of which Advertiser entered on the billing information page in the Electronic Platform. Payment by automated means includes any form of automated payment accepted by City News Group, Inc. from time-to-time, including credit card, debit card, direct debit or other means.

b. You must provide City News Group, Inc. with valid automated payment information as a condition to receive or use the Services. You are responsible for and agree to update City News Group, Inc. with any changes to Your billing and/or automated payment information (e.g. new or updated credit card, credit card expiration date or payment account information). **By providing City News Group, Inc. with the automated payment information, You authorize Company to charge Your automated payment account for any amounts arising from or related to the Services without further authorization from you.** It is Advertiser's responsibility to keep Your automated payment information up-to-date. If charges to Your automated payment account fail, City News Group, Inc. will email a warning to Your account billing contacts.

c. If City News Group, Inc. is unable to successfully process Your payment by automated means by the seventh (7<sup>th</sup>) calendar day of the month for which the payment is due, Your payment will be considered late and not paid in full. City News Group, Inc. May suspend or terminate Your Account in accordance with our termination policy herein for failure to timely pay in full. Late

payments are subject to a late-payment charge of the greater of (i) interest calculated at the lesser of eighteen percent (18%) per year and (y) the maximum amount permitted by the law and (ii) twenty-five dollars (\$25). Such interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will pay the interest immediately on demand. You will pay all collection costs incurred by City News Group, Inc. (including, without limitation, reasonable attorneys' fees).