GSTV Terms and Conditions  
By signing and accepting the accompanying External Insertion Order (“Insertion Order” or "IO")  
from Destination Media, Inc. d/b/a “GSTV” (“GSTV”), you, the “Advertiser” agrees to be bound  
by all of these GSTV Terms and Conditions ("GSTV Terms"). For purposes of the Agreement,  
”GSTV” shall mean GSTV and its affiliated distribution partners. The GSTV Terms, together with  
the IO (collectively referred to herein as the “Advertising Agreement” or the “Agreement”),  
exclusively control the terms and conditions applicable to the distribution and display by GSTV  
of Advertiser’s video, photographs, images, graphics, messages, data, information, text or other  
materials and/or advertising or services (all of the foregoing, the “Materials”). Any pre-printed,  
additional or conflicting terms and conditions stated orally by either GSTV or Advertiser, or set  
forth in Advertiser’s purchase order, shall not apply and are expressly rejected by GSTV. The  
Agreement is between GSTV and the Advertiser appearing on the face of the IO, directly and/or  
through Advertiser’s agency, and the term “Advertiser” shall be deemed to include Advertiser  
and Advertiser’s agency, both of whom shall have joint and several liability for payment and  
compliance with all terms of the Agreement.  
1. License to use Materials. Subject to these GSTV Terms, Advertiser grants to GSTV a royalty-  
free, non-exclusive license to use the Materials for display and distribution at locations operated  
by GSTV (“GSTV Locations”) and as otherwise provided in the Agreement. Advertiser further  
grants to GSTV the right to market, display, perform, transmit and promote the Materials and  
Advertiser’s name, trademarks and logos, including, without limitation, any trademarks that are  
(a) owned and controlled by Advertiser and embodied in Materials provided to GSTV pursuant  
to the Agreement and/or (b) owned or controlled by Advertiser’s and/or Advertiser’s affiliates  
and mutually agreed by Advertiser and GSTV to be utilized in connection with the Agreement  
(the “Advertiser Marks”).  
2. Use of Trademarks. GSTV may use the Advertiser Marks for the purposes set forth in the  
Agreement and to the extent displayed on Materials delivered hereunder.  
3. Delivery of Materials. Advertiser shall supply the Materials to GSTV ready for broadcast in  
such formats specified by GSTV and as otherwise consistent with GSTV’s prevailing deliverable  
requirements. Advertiser agrees that it shall deliver the Materials at least five (5) days prior to  
the campaign start date indicated in the IO. In the event Advertiser fails to timely deliver the  
Materials for any reason, GSTV will be relieved of its obligation of broadcast, but Advertiser  
shall remain liable for full payment. The advertising contracted for herein and the Materials will  
be consolidated with advertisements of other parties to facilitate production and display by  
GSTV and, therefore, cancellation by Advertiser is not permitted without the written consent of  
GSTV.  
4. Acceptance of Materials. GSTV reserves the right to refuse or reject any Materials supplied  
by Advertiser that are not consistent with GSTV’s then-applicable editorial policies and/or  
standards or is otherwise objectionable to GSTV. In addition, GSTV shall have the right, at any  
time, to cease display and distribution of any Materials if GSTV determines, in its sole  
discretion, that the Materials or any portion thereof (a) violate GSTV’s then-applicable editorial  
policies, (b) violate any applicable law, regulation, ordinance or other governmental restriction,  
or (c) are otherwise objectionable to GSTV or its location partners. If GSTV rejects Materials  
and Advertiser fails to modify such Materials as requested by GSTV within 72 hours prior to air,  
GSTV will be relieved of its broadcast obligation, but Advertiser shall remain liable for full  
payment.  
5. Payment Terms. Within thirty (30) days of the date of GSTV’s invoice, Advertiser agrees to  
pay to GSTV the flight rate set forth in the corresponding IO. Orders accepted are subject to  
rate change with notice by GSTV at least ninety (90) days prior to closing date as to which such  
rate change will be effective. In the event that any amounts due GSTV under the Agreement are  
not paid timely in accordance with the prescribed payment terms as stated in this Paragraph 5,  
GSTV reserves the right to charge interest for delayed payment at the lesser of the rate of  
11/2% (one and one-half percent) per month or the maximum legal rate of interest allowed by  
law for all invoices past due in excess of thirty (30) days.  
6. Advertising Placement; Airing. GSTV makes no guarantee with respect to the positioning of  
advertisements, but will use reasonable efforts to comply with any specific requests of  
Advertiser. Advertiser agrees that if, for any reason, (a) there is an error in the showing of its  
advertisement, (b) GSTV misses the specified closing date, (c) its advertisement does not  
appear when requested, or (d) a force majeure (as defined in Section 17 below) occurs, the  
affected advertisement may be rescheduled by GSTV at no additional cost to Advertiser. GSTV  
shall promptly notify Advertiser of any such rescheduled date. It is understood that utility  
disruptions, technological or other problems may impede GSTV’s ability to display Advertiser’s  
advertisement in certain locations. As Advertiser's sole and exclusive remedy for a failure to air  
Advertiser’s advertisement, GSTV obligated only to replace time and ”make good” the  
impressions. Additionally, unless otherwise specifically stated in the IO, GSTV is responsible  
solely for delivering purchased impressions, and not in any way for particular stations or screens  
which may vary on a temporary basis from any prior estimates or proposals provided to the  
Advertiser.  
7. Venue Rights. Since GSTV's network relies on third party venues for media distribution,  
venues have certain rights with regard to editorial and advertising content displayed, including  
without limitations the right to block certain advertisements from airing (even if the  
advertisement has begun airing) in such locations if deemed competitive to the venue’s core  
business. GSTV will provide Advertiser venue guidelines, if available, at Advertiser request, and  
GSTV is obligated only to replace time and ”make good” the impressions.  
8. Third Party Licenses and Consents. As between Advertiser and GSTV, Advertiser shall be  
responsible for obtaining all licenses for the “performance” use of the talent and/or musical  
compositions embodied in the Materials pursuant to the Agreement, including, without limitation,  
any licenses required from performing rights societies such as BMI, ASCAP or SESAC.  
Advertiser shall be responsible for obtaining any and all other third party rights, consents and  
licenses with respect to the Materials, including without limitation any master recording,  
synchronization and/or mechanical copyright licenses, to the extent required, except as  
otherwise set forth in the Agreement. With respect to all synchronization and/or mechanical  
licenses required to be obtained hereunder (a) Advertiser shall provide GSTV with necessary  
information and otherwise reasonably assist GSTV with any filings that are GSTV’s  
responsibility, and (b) Advertiser shall be solely responsible for administering such licenses and  
making payments to publishers and/or clearing agencies related thereto.  
9. Custom Material Produced by GSTV. Upon request by Advertiser, GSTV may produce  
custom advertisements or other material (“Custom Production”) for exhibition solely at GSTV  
Locations, on terms to be agreed by the parties based on rates established by GSTV. Custom  
Production may be exhibited by Advertiser at locations other than GSTV Locations only upon  
express written approval of GSTV. Additional fees will apply to any such exhibition outside  
GSTV Locations.  
10. Representations and Warranties. Advertiser represents and warrants that: (a) the Materials  
comply with GSTV’s advertising standards; (b) Advertiser holds the necessary rights to permit  
the use of the Materials by GSTV and its end users for the purpose of the Agreement, including  
without limitation, that Advertiser is the owner of the copyright in the Materials or otherwise has  
received from the copyright owner or the publisher of the Materials and/or the elements thereof  
the right to promote, distribute and/or display, and otherwise exploit the Materials in accordance  
with the Agreement; (c) Advertiser will not impersonate any person or entity or otherwise  
misrepresent its affiliation with a person or entity without their express permission; and (d) none  
of its Materials (i) is unlawful to exhibit hereunder, libelous, defamatory, harassing, threatening,  
harmful, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, deceptive or  
misleading; (ii) conveys expressions of bigotry, prejudice, racism, hatred or profanity; or (iii)  
infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of  
any party. Without limiting the foregoing, GSTV also makes no representations, express or  
implied, with respect to usage statistics for any advertisement. Advertiser acknowledges that  
any delivery of statistics provided by GSTV, and/or Nielsen on GSTV’s behalf, shall constitute  
the official, definitive measurements of GSTV performance. No other measurements or usage  
statistics (including those of Advertiser or a third party) shall be accepted by GSTV or have  
bearing on the Agreement.  
11. Limitations on Liability and Disclaimer of Warranties. UNDER NO CIRCUMSTANCES  
SHALL GSTV BE LIABLE TO ADVERTISER FOR INDIRECT, INCIDENTAL,  
CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING  
WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS AND  
THE LIKE, WHETHER IN AN ACTION FOR OR ARISING OUT OF A BREACH OF  
CONTRACT, TORT, OR ANY CAUSE OF ACTION, EVEN IF SUCH DAMAGES ARE  
FORESEEABLE, AND WHETHER OR NOT GSTV HAS BEEN ADVISED OF THE  
POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY ASPECT OF THE RELATIONSHIP  
PROVIDED FOR IN THE AGREEMENT. IN NO EVENT SHALL GSTV BE LIABLE TO  
ADVERTISER FOR MORE THAN THE TOTAL AMOUNT PAID TO GSTV BY ADVERTISER IN  
CONNECTION WITH THE AGREEMENT. GSTV MAKES NO REPRESENTATIONS, AND  
HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY  
OR OTHERWISE REGARDING GSTV’S SERVICES OR ANY PORTION THEREOF,  
INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY,  
FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM  
COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT  
LIMITING THE GENERALITY OF THE FOREGOING, GSTV SPECIFICALLY DISCLAIMS ANY  
WARRANTY REGARDING (I) THE NUMBER OF PERSONS WHO WILL VIEW THE  
MATERIALS, AND (II) ANY BENEFIT ADVERTISER MIGHT OBTAIN FROM DISPLAY OF THE  
MATERIALS BY GSTV.  
12. Copyright. All rights, title and interest in Materials will remain the exclusive property of  
Advertiser or Advertiser’s licensor, and GSTV claims no copyright or other proprietary right in  
the Materials.  
13. Promotional Uses. Advertiser grants to GSTV the right to (a) use Advertiser’s name,  
trademarks and/or logo, (b) refer directly or indirectly to Advertiser or the transaction  
contemplated in the Agreement, in any advertisement, news release or other publication of  
GSTV for the purpose of publicizing the Agreement and/or GSTV’s relationship with Advertiser  
and (c) to use the Materials for display on GSTV’s corporate web site for GSTV’s promotional  
purposes.  
14. Indemnification. Advertiser shall remain solely liable for the Materials. Advertiser agrees to  
indemnify, defend and hold harmless GSTV, its affiliates, parents, subsidiaries, licensors,  
officers, directors, employees, agents, successors and assigns (together, the “GSTV  
Indemnitees”) from any claim, action, demand, loss, expense or damages (including attorneys'  
fees) incurred by GSTV Indemnitees arising from or relating to the Materials, Advertiser’s  
conduct, Advertiser’s violation of the Agreement, Advertiser’s violation of any rights of a third  
party, any claim related to Advertiser’s products or services or arising from personal injury,  
including death, to any person or from property damage occurring by reason of defect in  
Advertiser’s products or services or by reason of the neglect, omission, commission or fault of  
the Advertiser.  
15. Termination. GSTV reserves the right to terminate the Agreement at any time upon (a)  
Advertiser’s default in the payment of any amounts due hereunder, (b) in the event of any other  
breach by Advertiser of any of its representations, warranties, covenants or agreements  
contained in the Agreement, or (c) if Advertiser becomes insolvent, files an assignment for the  
benefit of creditors, or if any bankruptcy or insolvency proceedings are commenced by or  
against the Advertiser. Upon such termination, all amounts due to GSTV hereunder from  
Advertiser shall become immediately due and payable.  
16. Severability. If any provision of these GSTV Terms shall be deemed unlawful, void, or for  
any reason unenforceable, then that provision shall be deemed severable from these terms and  
conditions and shall not affect the validity and enforceability of any remaining provisions.  
17. Force Majeure. Neither GSTV nor its affiliates shall be responsible or liable for delays in  
showings due to strikes, lockouts, embargoes, labor problems, fuel or power shortages, fire,  
floods, accidents, civil disturbances, war, acts of God, or other causes beyond their control.  
18. Confidentiality; No Assignment. GSTV and Advertiser shall each agree to protect all  
“Confidential or Proprietary Information” provided by a party to the other or obtained in the  
performance of the Agreement, and not to publish or disclose the other party’s Confidential or  
Proprietary Information to any third party without the other's written permission. GSTV and  
Advertiser agree to use commercially reasonable efforts to protect the other party’s Confidential  
or Proprietary Information, which efforts shall include no less than the degree and level of care  
that it protects its own Confidential or Proprietary information. Each party will identify its  
Confidential or Proprietary information in writing to the other party within 14 days of disclosure  
unless the material is identified as confidential or proprietary when delivered or by its nature  
should be understood to be confidential. Each of GSTV and Advertiser agree to use the  
Confidential or Proprietary Information solely for the purpose of performance under the  
Agreement and shall confine the knowledge of such Confidential or Proprietary Information only  
to its employees, agencies and other representatives requiring such knowledge and use in the  
ordinary course and scope of their jobs. However, the receiving party may use or disclose  
information that is or becomes publicly available through no act of the receiving party, is already  
lawfully in its possession, is required to be disclosed by law, is independently developed by it, or  
is lawfully obtained from third parties. GSTV and Advertiser shall not disclose the economic  
terms of the Agreement other than (i) to those affiliates and third parties that have a need to  
know, such as Advertiser’s accountants, lenders and investors, and further provided that each  
such party agrees to keep such information confidential or (ii) as required by law.  
19. Miscellaneous. The Agreement sets forth the entire advertising agreement between  
Advertiser and GSTV, and supersedes any and all prior agreements (whether written or oral) of  
GSTV and  
Advertiser with respect to the subject matter set forth herein. The Agreement may only be  
modified, or any rights under it waived, by a written document executed by an authorized  
signatory of both parties. The Agreement shall be governed by and construed in accordance  
with the laws of the State of Delaware exclusive of its provisions on conflicts of laws. In respect  
of any dispute relating to the Agreement, such dispute shall be brought exclusively in a court of  
competent jurisdiction sitting in Delaware. The prevailing party shall be awarded reasonable  
attorney fees, expert witness costs and expenses, and all other costs and expenses incurred  
directly or indirectly in connection with the proceedings. Any cause of action or claim Advertiser  
may have with respect to the Agreement must be commenced within one (1) year after the claim  
or cause of action arises. GSTV's failure to insist upon or to enforce strict performance of any  
provision of the Agreement shall not be construed as a waiver of any provision or right. Neither  
the course of conduct between the parties nor trade practice shall act to modify any provision of  
the Agreement. GSTV may assign its rights and duties under the Agreement to any party at any  
time without notice to Advertiser.  
Advertiser acknowledges that the provisions, disclosures and disclaimers set forth above are  
fair and reasonable and that its agreement to follow and be bound to them is not the result of  
fraud, duress or undue influence exercised upon Advertiser by any person or entity. Both parties  
agree that there are no representations, promises, warranties or undertakings by Advertiser or  
GSTV contrary to those set forth above. GSTV and Advertiser are independent contractors, and  
neither GSTV nor Advertiser is an agent, representative or partner of the other.  
The Advertiser signing the Insertion Order hereby authorizes and directs GSTV to produce  
and/or run video display advertising pursuant to the Agreement. Except as otherwise set forth in  
the Insertion Order, the Insertion Order and these GSTV Terms govern the agreement between  
the parties, no representation or promise of any kind shall bind or in any other way affect the  
obligations of the parties.