

**YOSEMITE.COM**  
**ADVERTISING POLICIES, TERMS & CONDITIONS**

Revised January 05, 2011

All advertising is subject to acceptance by Merced Data Special Services (MDSS). MDSS has sole discretion regarding which ads are appropriate on the site. MDSS may decline any advertisement deemed malicious, in bad taste, stating false info or otherwise inappropriate to the web site for any reason.

Advertiser wishing to cancel an ad may do so on or before the expiration deadline, however, as a general rule, advertiser cannot receive refunds from advertising with Yosemite.com.

MDSS/Yosemite.com will no longer accept 3<sup>rd</sup> party tracking url's/web addresses, only the original link will be accepted and hit tracking analytics to outside url's/web addresses will need to be tracked by your Internet Service Provider (ISP). Links to Yosemite.com created pages can be tracked and hit tracking can be provided.

Advertiser will only be allowed to include one reference to the Vicinity Location (Hwy 140; Hwy 41; Hwy 120W; Hwy 120E) relative to Yosemite Valley, so pick the highway corridor that your business is closest to Yosemite Valley. If your listing is central to two corridors, you might want to make sure your listing/literature says so since you only get one choice in the corridor selection section of the advertising form.

All banner advertising will be sold on a first-come, first-served basis.

All advertising must be paid in full before it will be processed and posted to the yosemite.com web site. Checks for advertising must be made payable to **Merced Data Special Services (MDSS)**.

Banner ads will be placed for a minimum of two months initially and no more than one year in advance.

Advertisers have the responsibility for paying for their account before it expires if they desire to continue advertising. As a courtesy, MDSS will invoice **banner** advertisers 2 weeks prior to expiration and **standard web ads** 1 month prior to the expiration date. If MDSS does not receive payment by the due date, staff will remove that advertisers listing.

Advertising policies, rates, forms and specifications are **subject to change at any time without advance notice**.

By posting your advertisement, MDSS does not endorse or make any guarantees on the product or service advertised.

Advertiser agrees that all content information provided to Yosemite.com is **appropriate** and **truthful**.

YOSEMITE.COM is paid advertising by the owners and operators of these businesses listed, and any claims regarding the accuracy and truthfulness of any individual listing, or satisfaction with that service, should be directed toward the advertising party, **NOT** toward YOSEMITE.COM.

YOSEMITE.COM, Merced County Association of Governments (MCAG), Merced Data Special Services (MDSS) or staff hired by any of these entities accepts no liability for any damages

incurred by advertisers or those who purchase products or services through the banner or standard web advertisements on the YOSEMITE.COM website.

YOSEMITE.COM does not make any claims regarding future effectiveness of advertising and does not guarantee any amount of hits to any page in the future.

**Yosemite.com reserves the right to terminate or suspend any advertising account of any advertiser that may violate any of the terms in this agreement. Cancellations, termination, or suspension does not entitle you to a refund.**

Advertisers and advertising agencies assume liability for all content (including text, representation and illustrations) of advertisements published and assume responsibility for any claims arising there from against the publisher. All materials submitted as advertising are subject to acceptance for publication at the sole discretion of Yosemite.com, and become the property of Yosemite.com.

Yosemite.com accepts most types of banners including .gif, gif 89A, JPEG (jpg). Audio banners are not acceptable. All URLs must be active at the time the banner is posted to the site. Yosemite.com will not display dead URLs.

Advertisers are responsible for checking their advertisements accuracy after publication. Inaccuracies, misprints or email/url updates **must** be reported immediately to Yosemite.com. Advertisers are responsible for contacting Yosemite.com with any changes to their listing, contact name, address, phone number, rates, web address changes etc. **All advertising checks/money orders must be made payable to MDSS.**

After receipt and approval of your advertising form, Yosemite.com has between 5 and 10 days to publish the basic web listing or banner advertisement.

This Yosemite.com site contains links to other web sites that are provided solely as a convenience to you and not as an endorsement by Yosemite.com. Yosemite.com is not responsible for the content of any other web sites and makes no representation or warranty regarding any other web sites or the contents or materials on such web sites. If you decide to access other web sites, you do so at your own risk.

**Submitting payment to MDSS for advertising on the [www.yosemite.com](http://www.yosemite.com) website indicates that you have read and understand the YOSEMITE.COM Advertising Policies, Terms & Conditions and agree to them.**

**ALL CHECKS AND/OR MONEY ORDERS MUST BE MADE PAYABLE TO MERCED DATA SPECIAL SERVICES (MDSS).**

**THANK YOU**

