

ADVERTISING TERMS

BONNIER CORPORATION RATE CARD TERMS & CONDITIONS

1. Rates on this card are effective until superceded and are stated in U.S. Dollars.
2. Submission of advertising for publication constitutes acceptance of these terms by Advertiser and Agency. No conditions other than those set forth on this rate card and the insertion order shall be binding on the Publisher unless specifically agreed to in writing by the Publisher.
3. All advertisements and their content are subject to Publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time. Publisher shall not be liable for any costs or damages if for any reason Publisher fails to publish an advertisement, or for errors in key number or advertiser index.
4. Conditions, other than rates, are subject to change by Publisher without notice. Rates are subject to change upon notice from the Publisher. Cancellation of any space reservation by the Advertiser or its Agency for any reason other than a change in rates will result in an adjustment of the rate (short age) based on past and subsequent insertions to reflect actual space used at the earned frequency or volume rate. Advertiser and Agency agree to pay for incomplete contracts at the shortage rate.
5. Cancellation or changes in orders may not be made by the Advertiser or its Agency after the closing date. Advertisements not received by closing date will not be entitled to approval or revision by Advertiser or its Agency. Publisher is not responsible for loss or damage of any advertising materials.
6. Positioning of advertisements is at the discretion of the Publisher except where request for a specific position is granted, in writing, by the Publisher.
7. Publisher is not liable for delays in delivery, or non-delivery, in the event of an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow down, or any condition beyond the control of Publisher affecting production or delivery in any manner.
8. Advertiser and its Agency shall be jointly and severally liable for monies due and payable to Publisher for advertising ordered and published. Should collection efforts become necessary, Advertiser and its Agency agree to pay attorney fees, expenses, and costs incurred in connection with collection of all monies due.
9. Advertiser and its Agency warrant that they are properly authorized to publish the entire contents and subject matter of all advertising submitted for publication. Advertiser and its Agency agree to indemnify and hold Publisher harmless from and against any loss, expense or other liability resulting from any claims or suits for misappropriation, libel, violation of rights of privacy, plagiarism, copy right infringement and any other claims or suits that may arise out of the publication of such advertisement. When advertisements containing the names, likenesses and/or testimonials of living persons are submitted for publication, the order or request for the publication thereof constitutes a warranty by the Advertiser and its Agency that they have obtained written consent of the use of the name, likeness and/or testimonial of each and every living person which is contained therein.
10. Until credit is approved, Advertisements are run on a prepaid basis only. After approval, credit terms are Net 30 days.