F+W Media, Inc. Advertising Terms and Conditions

1. Payment must be made within 30 days of date of invoice. A 1.5% per month carrying charge will be added to delinquent accounts. In the event the account is turned over to an attorney or to a collection agency for collection, the reasonable cost of collection will be charged to the advertiser and the advertising agency, including without limitation attorney's fees, collection agency fees, and court costs.

2. F+W Media will not be bound by any conditions printed or otherwise appearing on contracts, insertion orders, or copy instructions when such conditions conflict with the terms and conditions set forth herein and in the rate card. Contracts, insertion orders, or copy changes will not be accepted without written confirmation. Insertion orders must specifically state magazine, issue(s) and space to be used.

3. All advertisements are published upon the understanding that the advertiser and the advertising agency (if any) assume full and complete responsibility and liability for the content of all advertisements submitted for publication. It is the responsibility of the advertiser and the advertising agency to ensure that all advertisements comply with all applicable federal and state laws and regulations both as to format and substance. The advertiser and the advertising agency each represent and warrant that the advertisements will not contain any matter that is deceptive, misleading, obscene, disparaging or libelous, or that violates any person’s right of privacy, or constitutes copyright infringement, trademark infringement, or is otherwise contrary to law. F+W Media is not responsible for errors in key numbers or any other typesetting done by F+W Media. The advertiser and the advertising agency each agree to indemnify and save harmless F+W Media and its employees and representatives from any and all loss, expense, or other liability, including attorney’s fees, arising from any claims based on a breach or alleged breach of the foregoing representations and warranties.

4. F+W Media reserves the right, without liability, to reject, omit, or exclude any advertising order for any reason at any time with or without notice to the advertiser or advertising agency, and whether or not such advertising was previously acknowledged or published. Without limiting the generality of the foregoing, F+W Media may alter or reject any advertisement that contravenes its general rules for the acceptance of advertising or that in its opinion is or may be misleading or may expose F+W Media to any liability. F+W Media’s failure to exercise this right shall not relieve advertiser of its obligations under paragraph 3 above.

5. In the event an order is placed by an agency on behalf of the advertiser, such agency warrants and represents that it has full right and authority to place such order on behalf of the advertiser. The advertiser and its agency, if there be one, each agrees to be jointly and severally liable for F+W Media’s charge for each advertisement placed. Thus, F+W Media may recover its advertising charges from either the advertiser or the agency, regardless of the relationship between the advertiser and the agency and without regard to any contrary provision in any insertion order, purchase order, or other document.

6. Print advertising must be canceled by published close date of issue. Print advertising canceled after the published close date for the issue will be charged at earned rate to the advertiser with an additional fee of up to $500 for remake of the page. Digital advertising must be cancelled within five business days of start date. Digital advertising canceled less than five business days before the start date or any time afterwards will be charged at earned rate to the advertiser. All cancellations must be made in writing. Advertisers that fail to achieve contracted number of insertions within the year will be short rated to the applicable frequency on rate card for all advertising products that have run during the time of the contract.

7. For critical color reproduction, a SWOP proof generated from the ad file must be supplied. If a SWOP proof is not provided, the ad will run within SWOP ink density specifications to “pleasing color”. If a SWOP proof is not provided, F+W Media is not responsible for quality of reproduction.