

## Terms & Conditions

### Print Advertising

1. POSITION CANNOT BE GUARANTEED
2. Rates subject to change on two months advance notice from publisher.
3. Rates for space do not include production costs, which will be billed separately.
4. MATERIALS:
  - a. Any production work done by Boston Magazine such as typesetting, artwork, reductions, revisions, etc. will be billed to advertiser or its agency.
  - b. If advertiser fails to provide copy to meet the deadline specifications of issue in which space has been ordered, Boston Magazine reserves the right to charge for the space as ordered.
5. CANCELLATION: Any cancellation of/or change in the space contracted for on this agreement MUST be submitted in writing prior to the twenty-fifth day of the second month preceding issue date (example: July insertion order must be cancelled in writing by May 25th). After cancellation date, advertiser is liable for space as contracted.
6. LIABILITY: Advertiser is liable for any costs incurred to prepare advertisements for inclusion in magazine which do not meet mechanical requirements as specified on the attached pages of this contract. This includes converting a velox or mechanical to a negative.
7. PAYMENT: Payment in advance unless otherwise specific by Publisher after credit approval.
8. New accounts must complete credit application for contract approval.
9. FREQUENCY DISCOUNT: Multiple insertions contracts must be completed within one year from date of first insertion to earn frequency discount. All contracts not fulfilled are subject to short rate. Advertiser agrees to pay short rate for incomplete contracts.
10. Publisher is not bound by any agreement other than what is explicitly stated on this contract and on the current rate card.
11. Contract not valid unless approved by Advertising Director or Publisher.
12. Customer copy of contract will be returned upon approval Publisher.

### Online Advertising

All advertising materials must be delivered at least 7 business days prior to the start of scheduled campaign.

1. The advertiser shall purchase the online advertising space at the rate listed and for the duration specified above in this contract.
2. Publisher may, at its sole discretion, reject any advertisements, including, links, URLs, text and images. All contents of advertisements are subject to Publisher's approval. The publisher reserves the right to reject, cancel, or remove any advertisements, insertion orders, or space reservations at any time.
3. Acceptance of advertising is subject to space available upon receipt of signed agreement by the Publisher
4. Positioning of advertisements is at the sole discretion of the publisher unless otherwise stated in the advertising schedule. Materials must be received by date in this agreement or position maybe lost, reduced.
5. Advertiser is solely responsible for any legal liability arising out of or relating to any materials to which users can link through the advertisement
6. The Publisher shall not be liable for the contents of any advertisements, website or web pages. In the event that the Publisher fails to display any campaign in accordance with the contract, the sole liability of the Publisher shall be limited to placement of 'make-good' advertising during a reasonable time thereafter. Except for the obligations arising under the Indemnification clause in this agreement, in no event shall either party be responsible for any indirect, incidental, consequential, special, lost profits, or exemplary damages arising from any aspect of the advertising relationship provided herein. Without limiting the foregoing, the Publisher shall have no liability for any failure or delay resulting from conditions beyond the Publisher's control.
7. FORCE MAJEURE: Each party hereto shall be excused from liability to perform its obligation where such failure results from delays caused by Acts of God, Fires, technical failure, electrical outages, strikes, imposed controls of Federal, state and local governments, or other causes beyond reasonable control.
8. This Agreement is governed by the laws of the Commonwealth of Massachusetts
9. Payment will be made for all actual delivered impressions/clicks/leads up to the contracted amount as specified in this agreement
10. CANCELATION: any campaign can be cancelled without charge up to 30 days with written notice prior to scheduled start date. After campaign has begun all advertising can be cancelled with 14 day written-notice
11. The advertiser must notify the publisher as soon as reasonable by email or phone of any changes that need to be made to advertisements. Advertiser will allow adequate time for changes to then take place.

12. No conditions other than those set forth in this order form shall be binding unless expressly agreed to in writing. In the event of any inconsistency between an insertion and this contract, this agreement takes precedence.
13. USE OF DATA: Publisher may disclose data of campaign for general reporting purposes
14. NON-DISCLOSURE: Any confidential information and proprietary data provided by one party, including the advertisement description and the pricing of the advertisement, set forth in this contract, shall be deemed 'Confidential Information' of the disclosing party. Confidential Information shall not be released by the reviewing party to anyone except an employee or agent of either party involved.
15. A 3<sup>rd</sup> party ad server is used to report numbers. Advertiser may request reporting every month.
16. Rate does not include production charges, which are an extra fee