

1105 Media, Inc. Standard Terms and Conditions for Advertising (Print)

The following terms and conditions (the “Standard Terms”) shall be incorporated by reference into all Insertion Orders (“IO”) submitted to 1105 Media Inc. (“1105”) by Advertiser or its advertising agency:

- A. Advertising is subject to acceptance by Publisher as to character, layout, text and content.
- B. 1105 holds the Advertiser and its advertising agency jointly responsible for paying all duly authorized advertising inserted in, or attached to, the agreed upon 1105 product. **PAYMENT TERMS ARE NET 30 DAYS** unless otherwise specified in writing. All past due payments may be re-invoiced directly to the Advertiser, who will be held fully responsible for payment.
- C. The Publisher reserves the right to reject or cancel advertising that is not in keeping with the publication’s standards or for any other reason, even if the advertising has been published previously by Publisher.
- D. Custom Print Programs. 1105 Media custom print programs will require a 25% payment due upon contract signing. 1105 Media will allow the sponsor to move issue dates as necessary one time. Once work has commenced or the original issue date has passed, the project will be billed in the new issue. If the sponsor needs to move a second time, the project will be considered a make-good in the future issue.
- E. Advertiser hereby grants Publisher the right and license to use, reproduce, transmit and distribute all creative materials supplied by or on behalf of advertiser, including without limitation, all text, graphics, illustrations and photographs (the “Creative”). Advertiser represents and warrants that (i) it has all the necessary rights in the Creative; (ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person’s right of publicity, privacy or personality or may otherwise result in any tort, injury, damage or harm to any person. Advertiser acknowledges that Publisher is relying on the foregoing representations and warranties. Advertiser agrees to indemnify, defend and hold Publisher and its affiliates and their respective officers, directors, employees harmless from and against any and all expenses and losses of any kind (including reasonable attorneys’ fees and costs) incurred based upon a breach of any of the foregoing representations and warranties or in connection with any claim arising from or related to any advertisement supplied by advertiser or its agents and run by Publisher.

F. Any attempt to simulate the publication's format is not permitted and the Publisher reserves the right to place the word "advertisement" with any copy that in the Publisher's opinion resembles editorial material.

G. Conditions, other than rates, are subject to change by Publisher without notice.

H. Positioning of advertisements is at the discretion of the Publisher.

I. Publisher shall have no liability for errors in key numbers, Reader Inquiry Numbers or Advertisers' Index or for any omitted, misplaced or mispositioned advertisements.

J. Advertisements not received by space closing date, will not be entitled to revisions or approval by the advertiser or its agency.

K. An order may be cancelled without liability up to thirty (30) days prior to the issue's ad closing date. Publisher reserves the right to demand payment for orders cancelled less than thirty (30) days prior to ad close, regardless of the date of ad placement.

L. Advertiser is liable for any costs (design fees, set ups, additions or alterations to advertisements, logos, color, film, reprints, etc.) incurred in the preparation of its advertisement regardless of whether or not the ad runs.

M. All insertion orders are accepted subject to the provisions of the current rate card. Proposal or request for advertisement based on reciprocal dealings will not be accepted. Publisher's suppliers, resellers or sales agents are cautioned that solicitation by Publisher's agents on any other basis is unauthorized.

N. Cancellation of space reservations for any reason will result in a short rate based on past and subsequent insertions to reflect actual space used at the earned frequency rate.

O. Publisher shall not be liable for any costs or damages if it fails to publish an advertisement.

P. Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher.

Q. No conditions other than those set forth in this rate card shall be binding on the Publisher.

R. Publisher is not liable for delays in delivery or non-delivery in the event of Act of God, action by government or quasigovernmental 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. Under no circumstances shall Publisher be liable for any indirect, incidental, special or consequential damages (including, without limitation, loss of profit or impairment of goodwill) of any advertiser. Under no circumstances shall Publisher's direct or indirect liability to any advertising agency or advertiser exceed the invoiced cost of the advertisement.

S. Publisher will not be held responsible for consequential costs or other damages due to loss or damage of digital ad materials, art proofs or transparencies.

T. Advertisers agree that Publisher has no obligation to maintain the confidentiality of submitted material until publication date. Publisher will hold advertiser's materials for a maximum of one year from last issue date. It is the responsibility of the advertiser to arrange for the disposition of artwork, proofs or digital materials prior to that time, otherwise materials will be destroyed. All requests must be submitted in writing.

U. **Governing Law, Attorney's Fees.** This Agreement shall be governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by binding arbitration which shall be conducted in accordance with the Rules of the American Arbitration Association. The place of arbitration shall be Los Angeles County, California. Should either party commence arbitration to enforce or interpret this Agreement, the arbitrator shall have the discretion to award the prevailing party reasonable attorney's fees.

V. **Advertising Agencies and Related Commissions.** Accredited advertising agencies will only receive a 15% commission provided invoices are paid within 60 days of invoice date. Production charges are not subject to agency commission.

W. **Advertising Frequency Contracts.** Frequency contracts entitle advertisers to the discount rate as specified under "General Advertising Rates." A contract year begins with the date of the first insertion. Advertisers agree to pay short rate for incomplete contracts. Advertisers with a 24-time frequency contract must run a minimum of one advertisement in each issue during the life of the contract, unless they qualify for discounts based on multiple insertions in the same issue. Advertising rates are subject to change. Advertisers will be notified of any rate changes and all future ads billed at new rates.

X. **Cancellations & Late Material.** Notification of space cancellations must be received in writing by the space closing deadline. If cancelled after deadline, the advertiser will be charged for the insertion. Materials received after published deadlines are subject to a late insertion fee.

Y. **Media Shipping (not including pre-printed inserts).** Digital media materials should be submitted via FTP, a file-sharing service such as Dropbox, or email. Please label media with the magazine name, issue date and advertiser name. Ads requiring work to be done by the Publisher (1105 Media Inc.) will incur an additional charge. Media and advertising materials are kept by the Publisher for one year and then destroyed. Return material requests must be made in writing and are shipped C.O.D.

Send Materials To:

1105 Media Inc.
Production
6300 Canoga Ave., Suite 1150
Woodland Hills, CA 91367

818-814-5200

IMPORTANT NOTE: If proofs are not supplied, the Publisher reserves the right to have them made at the Advertiser's expense, and make-goods due to reproduction quality will not be honored.

Send Payments To:

1105 Media Inc.

FILE 2273

1801 W. OLYMPIC BLVD.

PASADENA, CA 91199-2273

Advertiser's Initial _____