

## Terms and Conditions

1. Emerald Marketing, Inc. and its Publications, has the right to accept or reject any advertising order in its sole discretion and for any reason it deems sufficient.
2. Positioning of advertisements is at the sole discretion of Emerald Marketing, Inc. and its Publications, unless otherwise stated in writing, in the Insertion Order.
3. No conditions other than those set forth in this rate card will be binding on Emerald Marketing, Inc. and its Publications unless specifically agreed to in writing by Emerald Marketing, Inc. and its Publications. Emerald Marketing, Inc. and its Publications will not be bound by conditions printed or appearing on blank orders or copy instructions which conflict with the provisions of this rate card.
4. All advertising materials are subject to the approval of Emerald Marketing, Inc. and its Publications. All advertisements are accepted and published by Emerald Marketing, Inc. and its Publications upon representation that the advertiser and its agency are authorized to publish the entire contents and subject matter thereof. In consideration of the publication of advertisements by Emerald Marketing, Inc. and its Publications, the advertiser and its agency agree to indemnify and hold Emerald Marketing, Inc., and its Publications harmless against any and all claims, losses, liabilities, damages and expenses arising from such publication.
5. Emerald Marketing, Inc. and its Publications, assumes no liability for any errors or omissions in key numbers appearing in advertisements.
6. Emerald Marketing, Inc. and its Publications, is not liable for any delays in the production and/or delivery due to conditions beyond its control.
7. In no event will Emerald Marketing, Inc. and its Publications, be liable for any indirect, consequential, incidental or special damages arising from the publication or distribution of any materials hereunder, nor will its liability for any act, error or omission, whether or not due to its negligence, exceed the amount paid to Emerald Marketing, Inc., and its Publications for the publication or distribution of such materials.
8. Emerald Marketing, Inc. and its Publications, reserves the right to hold the advertiser and its agency jointly and severally liable for all monies that are due and payable to Emerald Marketing, Inc., and its Publications, for advertisements that advertiser or its agency ordered and were published.
9. Cancellations or changes in advertising orders must be made in writing and be received by Emerald Marketing, Inc. and its Publications on or before the space closing date. Advertising materials not received by the production department of Emerald Marketing, Inc. and its Publications, by the material closing date may not be subject to revisions or approvals by the advertiser or its agency.
10. All advertising orders are accepted subject to provisions of the current rate card. Cancellation of space reservations for any reason in whole or in part by the advertiser will result in an adjustment of the rate (short-rate) based on past and subsequent insertions to reflect actual space used at the earned rate.
11. All payments are due within 30 days of the invoice date. Advertising fees may need to be paid in advance.
12. Emerald Marketing, Inc. and its Publications reserves the right to reduce the discount level at which an advertiser is being billed, if it appears improbable that the advertiser will, in fact, earn that rate level. Regardless of what rate is billed at contract year-end, the lowest rate earned will be applied and normal rebate and short-rate adjustments made for that contract year.
13. Advertisements in the online products and services of Emerald Marketing, Inc. and its Publications are subject to the terms of the applicable online insertion order.
14. Emerald Marketing, Inc. and its Publications, reserves the right to make policy changes including but not limited to provisions, sizes, formats, etc. at any time.

### **15. Cancellation Policy**

Cancellations will result in an adjustment of the rate (short-rate) to reflect actual space used. Any special discounts earned will be void and subject to short rate if entire contract is not fulfilled.

No cancellations accepted after published closing date. Contracts may be cancelled by advertiser or publisher on written notice 30 days in advance of closing date.

