



# Advertising Agreement and Insertion Regulations

- A. Advertising is subject to acceptance by the publisher as to character, layout, text and content. The publisher reserves the right to reject or cancel advertising that is not in keeping with the publication's standards.
- B. Advertisers and advertising agencies assume all liability for all content (including text, illustrations, representation, copyright, etc.) of advertisements printed and also assume total responsibility for any claims arising therefrom against the publisher.
- C. Advertisements are accepted upon the representation that advertisers have all the rights necessary to publish the contents thereof. Advertisements must be factual, not misleading and should not misrepresent any competing product or service or make an unfair, incomplete comparison.
- D. 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.
- E. Conditions, other than rates, are subject to change by the publisher without notice.
- F. Positioning of advertisements is at the discretion of the publisher unless agreed to in writing by the publisher.
- G. The publisher shall have no liability for errors or omissions in key numbers, reader inquiry numbers or advertisers' index.
- H. Advertisements not received by space closing date will not be entitled to revisions or approval by the advertiser or its agency.
- I. Cancellations or changes in orders may not be made by the advertiser or its agency after closing date.
- J. The advertiser is liable for any costs (design fees, setups, additions or alterations to advertisements, logos, color, film, reprints, etc.) incurred in the preparation of its advertisement.
- K. All insertion orders are accepted subject to the provisions of the current rate card. Proposals or requests for advertisements based on reciprocal dealings will not be accepted. The publisher's suppliers, resellers or sales agents are cautioned that solicitation by the publisher's agents on any agents on any other basis is unauthorized.
- L. 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.
- M. The publisher shall not be liable for any costs or damages if it fails to publish an advertisement.
- N. The 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 the publisher.
- O. No conditions other than those set forth in this rate card shall be binding on the publisher unless specifically agreed to in writing.
- P. The publisher is not liable for delays in delivery or nondelivery in the event of act of God, action of 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 slowdown or any condition beyond the control of the publisher affecting production or delivery in any manner.
- Q. Advertisers agree that the publisher has no obligation to maintain the confidentiality of submitted material until the publication date, and although the publisher may, at the advertiser's request, adopt procedures to restrict dissemination of submitted material to lesson risk of disclosure, the publisher has no liability for its failure to do so.
- R. As used in this section titled "General conditions," the term "publisher" shall refer to 1105 Media, Inc.
- S. 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. There shall be one arbitrator in any such proceeding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles County, CA. Should either party commence arbitration to enforce or interpret this agreement, the arbitrator shall have the discretion to award the prevailing party reasonable attorney fee.

