

Access Business Connections Magazine

Advertiser terms & conditions

- A. Access Business Connections is a publication of ADP Media Group, L.L.C. hereinafter referred to as ADP. All advertising placements with Access Business Connections magazine (ACCESS) are subject to and governed by these terms and conditions. ADP reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertisement, whether or not the same has already been acknowledged and/or previously published. In the event of such cancellation or rejection by ADP, advertising already run shall be paid for at the rate that would apply if the entire order were published. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order not in compliance with the terms hereof or failure to have published the specified number of advertisements, or if at any time ADP in its reasonable judgment determines that Advertiser is not likely to publish the total amount of advertising specified in the applicable advertising order, any rate discount will be retroactively nullified and result in a short-rate. In such event, Advertiser and/or Agency must pay ADP the short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually published) within 30 days of invoice, and Advertiser will thereafter pay for advertising based on the standard advertising rates of ADP. Any merchandising program executed by ADP in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program (including all costs and expenses incurred by ADP).
- B. Advertising orders that contain rates that vary from the standard rates of ADP shall not be binding on ADP unless approved in writing by an authorized officer of ADP.
- C. Advertisements that simulate editorial content must be clearly defined and labeled "ADVERTISEMENT" and ADP may, in its discretion, so label such copy.
- D. Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and inserted, but such restrictions or specifications are at ADP's sole discretion.
- E. In no event shall ADP's liability with respect to any order exceed the total amount paid to ADP for such order, including any liability resulting from the errors or omissions of ADP. In no event shall ADP be liable for special, incidental, consequential or punitive damages.
- F. The following items apply to furnished inserts:
- (1) an accurate facsimile of any furnished insert must be submitted to ADP for review on or prior to the dates established by ADP for the applicable publication;
 - (2) ADP is not responsible for errors or omissions in, or the production quality of, furnished inserts; and
 - (3) Advertiser and/or Agency shall be responsible for any additional costs or expenses incurred by ADP arising out of Advertiser's and/or Agency's failure to deliver furnished inserts pursuant to ADP's specifications or time requirements.
- G. Advertiser and/or Agency shall remain liable for the full advertising rate in each of the following instances:
- (1) ADP is unable to publish an advertisement as a result of Advertiser's and/or Agency's failure to comply with ADP's specifications or time requirements (in which case, ADP shall not be required to run any generic or other advertisement);
 - (2) the failure of Advertiser and/or Agency to cancel the applicable order in accordance with the cancellation requirements contained herein (in which case, ADP shall not be required to run any generic or other advertisement); and
 - (3) the cancellation or termination of the applicable feature story.
- H. All matters with respect to any advertising order will be governed by the laws of the State of Texas applicable to contracts to be performed entirely therein. Any action brought by Advertiser or Agency against ADP must be brought in the state court in Tarrant County, Texas; the parties hereby consent to the jurisdiction of such courts.
- I. Advertiser and its Agency, if applicable, each represent that any advertising (including product samples) submitted to ADP complies with all applicable laws and regulations and does not violate the rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce ADP to publish such advertisement, Advertiser and/or Agency, each agree jointly and severally to indemnify and save harmless ADP, and its employees, owners and representatives, against all liability, loss, damage, and expense of any nature, including attorneys' fees and court costs, arising out of any actual or potential claims for libel, invasion of privacy, copyright or trademark infringement and/or any other actual or potential claims or suits that may arise out of the copying, printing, publishing, distribution or transmission of such advertisement.
- J. In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and/or Agency.
- K. Advertiser and/or Agency, agree to be jointly and severally liable for the payment of all amounts charged by ADP for each advertisement. Advertiser authorizes ADP, at its election, to tender any invoice to Agency, and such tender shall constitute due notice to Advertiser of the invoice and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to ADP. The rights of ADP shall in no way be affected by any dispute or claim between Advertiser and Agency.
- L. Advertiser and/or Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by ADP, nor may Advertiser or Agency authorize any others to use any advertising space in such manner.
- M. An advertising order may be cancelled by Advertiser or Agency providing written notice of such cancellation to ADP no later than the 3rd day after the fully executed contract date, which shall be the earlier of the date of the applicable advertising contract or the date the applicable insertion order is received by ADP. In the event of a cancellation, Advertiser and Agency shall remain liable for the full advertising rate (except as otherwise provided herein) and shall reimburse ADP for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.
- N. Advertiser and/or Agency agrees to reimburse ADP for its attorneys' fees and costs in collecting any unpaid amounts for any advertisement order.
- O. Advertiser and Agency agree that any advertisements published may, at ADP's option, be included in all media, whether now in existence or hereafter developed, in which the issue containing the advertisement is published, reproduced, distributed, displayed, performed, or transmitted, in whole or in part. The copyright in any advertisement created by ADP is owned by ADP, and may not be otherwise used by Advertiser or third parties without ADP's prior written consent.
- P. Except for contract rates agreed to in writing by Advertiser and ADP, advertising rates and units of space for each order shall be at the prevailing rates on the date the applicable insertion order is received by ADP.
- Q. Any Agency commissions are the sole obligation and liability of the applicable Advertiser.
- R. **Terms of sale: Unless you have an established credit account with ADP Media Group, payment is due in FULL at time of space reservation. No Exceptions.** There is a \$50 administrative fee for any returned checks.
- S. ADP has not made any representations to Advertiser or Agency that are not contained herein. No addition or alteration to these terms and conditions shall be valid or enforceable unless expressly agreed to in writing by ADP. Unless expressly agreed to in writing by ADP, no other terms or conditions in contracts, orders, copy, instruction, or other documents furnished by or on behalf of Advertiser or Agency (regardless of when received by ADP) will be binding on ADP.

I have read and agree to the above terms and conditions.

Print Name of Authorized Representative

Title

Signature

Date