



GRAND VIEW
M E D I A

TERMS & CONDITIONS

The following are certain general terms and conditions governing advertising submitted and/or published by Grand View Media (the "Publisher").

1. Submission of advertising for publication constitutes acceptance of these terms by advertiser (the "Advertiser") and its agency, if any (the "Agency").
2. No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Publication's rate card will be binding on Publisher and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions.
3. All advertisements and their content are subject to Publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time for any reason.
4. Publisher shall not be liable for any errors or omissions in any advertising materials provided by the Advertiser or the Agency (including rich media development, errors in key numbers, or advertisers index) or for changes made after the closing date.
5. These Terms and Conditions, other than rates, are subject to change by Publisher without notice. Rates are subject to change upon notice from Publisher, except as specified in a signed contract.
6. Cancellation of any space reservation by the Advertiser or the Agency for any reason other than a change in rates can result in an adjustment of the rate (shortage) based on lower volumes than established at the time of sale.
7. Cancellations must be in writing and are not considered accepted until confirmed in writing by Publisher. Cancellation or changes in orders may not be made by the Advertiser or the Agency after the closing date of the Publication.
8. Positioning of advertisements is at the discretion of Publisher except where request for a specific position is granted, in writing, by Publisher.
9. An Advertiser running a qualifying advertisement in the Publication will automatically run in the print and digital edition of the Publication, unless the Advertiser explicitly opt-outs in writing of running in the digital edition, either on the insertion order or via email, by no later than the ad close date. Certain advertisements that are not standard and/or full-page run-of-book advertisements may not qualify to run in the digital version, including but not limited to, non-standard fractionals (such as fractionals that are less than 1/3 page) and business reply cards. Please consult Publisher for details. If an Advertiser elects to opt-out of the digital edition, such opt-out will apply to all devices and platforms.

With respect to the digital edition of the Publication, depending on the device and/or platform on which it is viewed, the Publication may be viewed in one of two formats: (i) a straight from print publication format, which is an exact reproduction of the design and content of the print version of the Publication (the "Straight From Print Version") or (ii) a design for a mobile device/tablet/enhanced publication format, in which the design of the Publication has been optimized for viewing on the device on which it is displayed (the "Designed For Device Version"). Please consult Publisher for details.

Qualifying advertisements, depending on various factors, including but not limited to the device and/or platform on which they are viewed, may be viewed in one of three formats: (i) Straight from Print Version; (ii) Designed for Digital Version where the same creative has been resupplied and designed for optimal reading on the device and/or platform and is meant to be displayed at 100%; and (iii) "enhanced for digital format" where an advertisement has added enhancements and bonus content to transform the print content to more fully utilize the digital medium (e.g., photo slide shows, video, audio, etc.).

With respect to qualifying advertisements in a straight from print advertising format, if a URL exists in the print creative, such URL may be automatically

activated unless the Advertiser notifies Publisher otherwise in writing; if the print creative has multiple URLs, Publisher shall activate the brand's main URL unless notified otherwise in writing. Unless specified in writing, the Publisher may activate a URL at its discretion.

10. Publisher is not liable for delays in publication, or failure to publish or circulate any part of any issue(s) of the Publication, in the event of an act of God, action by any 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 Publisher affecting production or delivery in any manner. In no event shall Publisher be liable for any indirect, consequential, punitive, special or incidental damages, including, but not limited, lost income or profits.

11. Each of the Advertiser and the Agency warrants that it is properly authorized to publish the entire content and subject matter of all advertising submitted for publication, including, without limitation, any advertisements for which Publisher has provided creative services. When advertisements containing the names, likenesses and/or testimonials of living persons are submitted for publication, the order or request for the publication thereof shall be deemed to be a warranty by the Advertiser and the Agency that they have obtained written consent of the use of the name, likeness and/or testimonial of each and every living person which is contained therein. The Advertiser and the Agency will, jointly and severally, indemnify, defend and hold Publisher harmless from and against any loss, expense or other liability (including reasonably attorneys' fees) arising out of or resulting from (a) the breach of the foregoing representations and warranties or (b) the publication of such advertisements as provided by the Advertiser and the Agency, including, without limitation, any claims or suits for misappropriation, libel, violation of rights of privacy, plagiarism, or copyright infringement.

12. Invoices are rendered on or about the on-sale date of the Publication. Payments are due upon receipt of the invoice. All invoices are payable in US dollars. Payments may be made by check or credit card. The following cards are accepted: MasterCard, Visa, Discover, and American Express. Publisher reserves the right to charge interested each month and any unpaid balance at the rate of 1.5%, or if such rate is not permitted by law, at the highest rate permitted. Publisher reserves the right to change payment terms to require pre-payments with order at any time.

13. The Advertiser and the Agency shall be jointly and severally liable for monies due and payable to Publisher for advertising ordered and published. Should collection efforts become necessary, the Advertiser and the Agency agree to pay reasonable attorneys' fees, expenses, and costs incurred by Publisher in connection with collection of all monies due.

14. Creative work produced by Publisher remains the sole property of Publisher unless released in writing to another party.

15. Until credit is approved, advertisements are run on a prepaid basis only.

16. Agency commission (or equivalent): up to fifteen percent (15%) of gross advertising space charges, payable only to recognized agents.

17. No agency commission is payable, and Publisher will not grant any discounts, on production charges. Any discounts received by advertiser on ad space charges may not be applied to production charges.

18. All pricing information shall be the confidential information of Publisher and neither the Advertiser nor the Agency may disclose such information without the prior written consent of Publisher.

19. All matters relating to these Terms and Conditions and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the state of Alabama without giving effect to any choice or conflict of law provision or rule.