

TERMS AND CONDITIONS

It is agreed as follows:

1. RATE INFORMATION

- a. Advertising space furnished by Publisher shall be at its rates at the time of insertion. If an Advertiser contracts for a specific number of insertions during a 12-month period, the rate charged during that period remains the same as the rate charged on the date of the Agreement.
- b. Frequency discounts are granted only to contract Advertisers. Frequency discounts are not retroactive.
- c. If the Agreement is cancelled prior to complete fulfillment of the Agreement, the Advertiser will be charged at the rate which applies to the number of insertions completed.
- d. Simple art, design services and typesetting are included in the Agreement rate. The Advertiser agrees to pay additional production charges for extensive type and copy changes.
- e. Position requests are given consideration, but Publisher shall not be liable for failure to accommodate any request. Special positions may be guaranteed at an additional 15% cost for ads which are 1/2 page or larger.
- f. Advertising agencies are allowed 15% commission off the commissionable rate card.

2. DEADLINE INFORMATION

- a. Advertiser agrees to provide advertising material in accordance with Publisher's deadlines. All copy which is not PDF ready must be received no later than the fourth Publisher's business day preceding the Friday publication date. All copy which is PDF ready must be received by Tuesday 9:00 a.m. preceding the Friday publication date.
- b. Cancellation of advertising will not be accepted after the Monday of the week of publication of the advertisement.

3. PUBLISHER'S APPROVAL OF ADVERTISING

- a. All advertising copy submitted will be subject to the approval of Publisher, with Publisher reserving the right at its sole discretion to edit or refuse to publish any advertisement submitted by Advertiser.
- b. Publisher reserves the right to add the word "advertisement" to any advertisement, in its sole discretion.

4. PAYMENT TERMS

- a. Payment in advance is required from new Advertisers.
- b. Payment is due and payable on the publication date in which the ad appears.
- c. Extended payment terms may be available at Publisher's sole discretion.
- d. No cash discounts or prepayment discounts are allowed.

5. ERRORS, DELAYS IN PUBLICATION, FAILURE TO PUBLISH AND DISCLAIMERS OF RESPONSIBILITY

Publisher disclaims and Advertiser waives any claim whatsoever, including, but not limited to, claims for any financial responsibility for omission of ads, typographical or other errors in advertisement. Publisher shall not be liable for delays in the publication and/or mailing of the paper when such failures result directly or indirectly from any cause or event beyond its reasonable control. Publisher shall not be liable to Advertiser for failure to publish all or any portion of the advertising which is the subject of this Agreement when such failure results directly or indirectly from any cause or event beyond its reasonable control. If an error is caused by Publisher it may, in its sole discretion, print a correction or reprint that part of an advertisement in which such error has occurred. Credit for errors in advertisement are allowed for the first insertion of that ad. No allowance is made for errors which do not materially affect the value of the advertisement. Publisher shall not be held liable for omissions, and this Agreement shall not be invalidated for such omissions. Notwithstanding the above disclaimer, in the event that liability for an error is allocated to Publisher, such liability shall not exceed the rate for such ad for the first insertion only.

6. ACCEPTANCE OF AGREEMENT

The terms of this Agreement may be accepted and confirmed verbally via telephone communication, via FAX or in person, and in the event of such acceptance and confirmation, Publisher will mail an original and one copy of the written Agreement to Advertiser. Advertiser will sign and return the original to Publisher. Unless Publisher is notified before the cancellation deadline noted above (see Item 2b), Advertiser agrees to be bound by any verbal Agreement entered into, notwithstanding the failure to sign and return the original written Agreement.

7. CANCELLATION OF AGREEMENT

Publisher reserves the right to cancel or change this Agreement at any time, by notice to Advertiser, in the event of default by Advertiser in the performance of any provisions of this Agreement, including, but not limited to, failure to make timely payments.

8. ADVERTISER'S RESPONSIBILITIES

- a. Advertiser assumes liability for content of the advertisement.
- b. Advertiser agrees to defend, indemnify and hold harmless Publisher, its employees, agents and Board of Directors against any and all liabilities, attorneys' fees, losses, and expenses arising from or in connection with any claims resulting from the publication of Advertiser's advertisements, including but not limited to libel, defamation of any kind whatsoever, violation of rights of privacy and infringements of copyrights and proprietary rights.
- c. In the event of the delinquency of any account, Advertiser agrees to pay all costs, including but not limited to collection costs, attorneys' fees and court costs incurred in the collection of said account regardless of whether judicial action is taken.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If there is any dispute arising under this Agreement, the prevailing party in such dispute shall be entitled to its reasonable attorney fees and costs, in addition to all other recovery and relief.