

## ADVERTISING ACCEPTANCE

The Publisher retains the right to decline or refuse any advertisement for any reason at any time without liability even though previously acknowledged and accepted and/or if, for any reason, it becomes necessary to omit the advertisement. Acceptance of an advertisement does not mean endorsement by the Publisher of the products and/or services advertised, the advertising parties, or the claims made in said advertisements. Publisher will not knowingly accept advertising that does not meet government regulations.

## ADVERTISING RATE CHANGES

Rates and conditions are subject to change without notice. Contract advertisers will not incur rate changes through the duration of their contract. Contracts changed before end of term are subject to new rates. New advertisers and advertisers not under contract will adhere to rates published in the most current media kit. A contract year consists of any consecutive 12-month period.

## FREQUENCY ADVERTISING/ CANCELLATIONS

When a change of copy covered by an insertion order is not received by the closing date, copy that ran in the previous issue will be inserted. Space cancellations will not be accepted after closing dates. No order may be considered executed unless acknowledged by the Publisher. All covers and special units are accepted indelibly and cancellations are not permitted. An order may be canceled by the Publisher if the advertiser or agent fails to pay accounts when due, and the difference between rates billed and rates earned on space shall become due immediately.

## BILLING

Terms are net 30 days. If paid within 15 days, 2% discount will apply. No cash discounts. Delinquent payments are subject to 1.5% per month late fee. Advertiser and/or its advertising agency that is 60 days past due will forfeit all discounts and/or commission and full (1X) rate will then be collected. Credit for errors given when error is fault of *ADVANCE* and results in a respondent not being able to contact advertiser. No credit given to advertising agencies placing with *ADVANCE Newsmagazines* for the first time. Publisher shall have the right to hold the advertiser and its agency jointly and severally liable for such monies that are due and payable to the Publisher for advertising ordered by either the advertiser or its agency and published.

## PREFERRED POSITIONS

The Publisher reserves the right to give better position than specified in the order, at no increase in rate. Orders specifying positions are accepted subject to the right of the Publisher to determine actual position.

## AGENCY COMMISSION

15% commission of gross billings is allowed to recognized agencies producing written documentation. Commissions are not allowed on handling miscellaneous production/reprint charges.

## READER RESPONSE CARD/ ADVERTISER INDEX

Free Service. The Publisher assumes no liability for error or omissions in key numbers, or its reader service section, and/or reader service numbers, or Advertisers' Index. The Publisher's liability for any other error will not exceed the charge for the advertisement in question.

## TYPESETTING/DESIGN

The Publisher assumes no liability for advertisements that are typeset and/or signed by the Publisher. The Publisher is providing a service to the advertiser and/or advertising agency and this service should not be regarded as the Publisher acting as the advertiser's agency. It is understood that the advertiser and/or agency will indemnify and render the Publisher harmless from and against any loss, expense or other liability including attorney's fees resulting from any claims or suits for libel, violation of right of privacy, plagiarism, copyright or trademark infringement and any other claims or suits that may arise out of publication of such advertisements.