

## TERMS AND CONDITIONS

The following are certain terms and conditions governing advertising published within PCMA, PCMA *Convene*<sup>®</sup>, and VEI print and digital channels (the “Publisher”). Submission of an insertion order for placement of advertising with the Publisher constitutes acceptance of the following terms and conditions. No terms or conditions in any insertion orders, instructions or documents other than the “Terms and Conditions” outlined below will be binding unless Publisher agrees to such terms and conditions in writing.

### **Payment Terms:**

Publisher renders invoices for PCMA *Convene* on or about the issue publish date. Payments are due within thirty (30) days after the billing date.

Publisher renders invoices for digital media on a monthly basis for all digital media running in the month with payments due within thirty (30) days after the billing date. Advertisers may receive one invoice for all digital media running in the month or individual invoices for each digital media running in the month, at Publishers discretion unless otherwise agreed upon by Advertiser and Publisher.

### *Optional Payment Terms:*

Advertisers purchasing an Annual Media Package including print and/or digital advertising will have the option to be billed in installments in the amounts and on dates as agreed by Publisher and will be due 30-day after billing date. Payment installments received will be applied to the oldest advertising order based on run or publish date. Payment Terms are available to advertisers purchasing an Annual Media Package only.

### *Additional Terms:*

- Cash discounts are not accepted.
- Any discounts received by advertiser on advertising space charges may not be applied to production charges.
- Advertisers that do not fulfill contracted frequency discounts may incur a short rate.
- Payments not received within 30-days of billing date may incur additional service charges.
- Publisher reserves the right to require full payment in advance for advertisers with poor credit.
- Advertisers with outstanding invoices more than 90-days past due or three unpaid invoices will be prohibited from any advertising with Publisher until payment is received.
- Publisher received the right to turn advertisers with outstanding invoices of more than 90-days over to a collection agency.
- Invoices for print media will be accompanied by advertising tearsheet. Digital screenshots are only provided upon request of advertiser.
- Additional magazine issue copies are available to advertiser at an additional cost plus shipping charges.
- Contact Production Coordinator for wire transfer information.

### **Agency Commission and Payment**

Submission of insertion order by advertising agency on behalf of advertiser constitutes agency’s agreement to pay all invoices for placement of advertising with the Publisher pursuant to such insertion order. Notwithstanding the foregoing, submission of insertion order constitutes agreement that advertiser guarantees prompt and full payment for such advertising in the event of material default by agency. Agency and advertiser are jointly and severally liable for the payment of all invoices arising from placement of advertising with the Publisher. If payment is not received within 60-days, Publisher has the authority to contact the advertiser directly for payment.

Agency commission (or equivalent): fifteen percent (15%) of gross advertising rates, payable only to recognized agents when payment is received within 60-days of invoice. No agency commission is payable, and Publisher will not grant any discounts, on production charges.

### **Advertising Terms and Cancellation**

Publisher expressly reserves the right to reject or cancel for any reason at any time any insertion order or advertisement without liability, even if previously acknowledged or accepted.

Advertising space must be confirmed or canceled in writing by the space deadline. Verbal confirmations received after the space deadline will not be honored.

Advertisers may not cancel orders for, or make changes in, advertising after the closing dates of the Publisher. The rates and conditions of advertising with the Publisher are subject to change without notice. Advertiser is liable for full space cost if cancellation received after space deadline or failure to provide advertising creative by material deadline.

All advertising creative must conform to specifications and be in receipt by material deadline. If creative is not received by deadline, Publisher has right to publisher Advertisers previous creative. Advertiser may be liable for any additional charges incurred by Publisher due to improper file preparation that is corrected by Publishers printer.

#### **Digital Advertising Terms:**

Publisher is not liable for digital creative that does not appear correctly on Publishers websites that is not to specification or for any other reason, nor will make-goods be provided for this reason. Digital media creative received after the creative due date may lose advertising spot or lost run dates, nor will refunds or make-good days be provided for this reason.

#### **Circulation Guarantee**

PCMA *Convene* is a member of Business Publication Audit (BPA). The following paid rate base guarantee is based on the BPA's audited reported circulation for PCMA *Convene* averaged over the calendar year in which advertising is placed. Publisher guarantees circulation to national advertisers by brand of advertised product or service. In the event the audited 12-month average circulation does not meet the guaranteed rate base, Publisher shall grant rebates to the advertiser in advertising space credit only, which must be used within six (6) months following the issuance of audited BPA statements for the period of shortfall. Rebates will be calculated based on the difference between the stated rate base at time of publication, and the BPA audited 12-month average. Publisher does not guarantee circulation to any regional-based inserts or advertisers.

#### **Publishers Liability**

Publisher is not liable for any failure or delay in printing, publishing, or circulating magazine copies in which advertising is placed pursuant to an insertion order that is caused by, or arising from, an act of God, accident, fire, strike, terrorism or other occurrence beyond Publisher's control.

Publisher is not liable for any failure or delay in publishing any advertisement submitted to it. Publisher does not guarantee positioning requests of advertisements unless otherwise agreed or contracted.

The liability of Publisher for any act, error or omission for which it may be held responsible shall not exceed the cost of the advertising space affected by the error, in which the advertiser will receive a make-good. No cash refunds will be provided to advertiser. In no event shall Publisher be liable for any indirect, consequential, special or incidental damages, including, but not limited to, lost income or profits.

#### **Miscellaneous**

Advertising agency and advertiser each represents and warrants that each advertisement submitted by it for publication with Publisher contains no copy, illustrations, photographs, text or other content that may result in any claim against Publisher. Advertising agency and advertiser each shall indemnify and hold harmless Publisher from and against any damages and related expenses (including attorneys' fees) arising from the content of advertisements, including, but not limited to, claims of invasion of privacy, unauthorized use of names or pictures of living persons, trademark infringement, copyright infringement, libel and misrepresentation.

Publisher's acceptance of an advertisement for publication does not constitute an endorsement of the product or service advertised.

No advertiser or agency may use the Publisher's name or logo without Publisher's prior written permission for each such use.

The word "advertisement" will be placed above all advertisements that, in Publisher's opinion, resembles editorial matter.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois without regard to its conflicts of laws provisions. Any civil action or proceeding arising out of or related to this agreement shall be brought in the courts of record of the state of Illinois in Cook County. Each advertiser and its agency consents to the jurisdiction of such courts and waives any objection to the laying of venue of any such civil action or proceeding in such courts.