

# DOTDASH MEREDITH/MEREDITH OPERATIONS CORPORATION

## PRINT ADVERTISING TERMS AND CONDITIONS

The following are certain terms and conditions governing advertising published by Dotdash Meredith through its subsidiary Meredith Operations Corporation ("Publisher") in the U.S. print edition of REAL SIMPLE magazine (the "Magazine"). These terms and conditions may be revised by Publisher from time to time. For the latest version, go to [www.promo.realsimple.com](http://www.promo.realsimple.com). Submission of insertion order for placement of advertising in the Magazine, and/or delivery of advertising materials to Publisher for inclusion in the Magazine, constitutes acceptance of the following terms and conditions by both the advertiser ("Advertiser") and any agency or other representative acting for or on behalf of Advertiser ("Agency"). No terms or conditions in any insertion orders, reservation orders, blanket contracts, instructions or documents that are submitted or maintained by Agency or Advertiser will be binding on Publisher, unless expressly authorized in a writing signed by a senior executive of Publisher.

### AGENCY COMMISSION AND PAYMENT

1. Publisher has sole discretion over payment terms for advertising. Publisher may change the payment terms from time to time and without limiting generality of the foregoing may require Advertiser to make payment in advance of the on-sale date of the relevant Magazine issue.
2. Agency and Advertiser are jointly and severally liable for the payment of all invoices arising from placement of advertising in the Magazine and for all costs of collection of late payment.
3. If an account is placed with a collection agency or attorney for collection, all commissions and discounts will be rescinded or become null and void and the full advertising rate shall apply.
4. Agency commission (or equivalent): fifteen percent (15%) of gross advertising space charges, payable only to recognized agents.
5. Invoices are rendered on or about the on-sale date of the Magazine. Payments are due in full, without deductions or set-offs, within thirty (30) days after the billing date, with the following exceptions. For all advertising not placed through a recognized agent, payments at rate card rates must be received no later than the issue closing date. Prepayment is required if credit is not established prior to ten (10) business days prior to the issue closing date. All payments must be in United States currency.
6. 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.
7. Advertiser shall pay all international, federal, state and local taxes on the printing of advertising materials and on the sale of ad space.

### CANCELLATION AND CHANGES

1. 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. In the event of cancellation for default in the payment of bills, charges for all advertising published as of the cancellation date shall become immediately due and payable.
2. Advertisers may not cancel orders for, or make changes in, advertising after the issue closing date. Cancellation of orders or changes in advertising to be placed on covers, in positions opposite content pages, and for card inserts will not be accepted after the date thirty (30) days prior to the issue closing date. Cancellation of orders for special advertising units printed in the Magazine, such as booklets and gatefolds, will not be accepted after the date sixty (60) days prior to the issue closing date. In the event Publisher accepts cancellation after any of the foregoing deadlines, such acceptance must be in writing, and such cancellation may be subject to additional charges at Publisher's discretion.
3. The conditions of advertising in the Magazine are subject to change without notice. Publisher will announce ad rate changes thirty (30) days prior to the closing date of the issue in which the new rates take effect. Orders for subsequent issues will be accepted at the then-prevailing rates.

### CIRCULATION GUARANTEE

The Magazine is a member of the Alliance for Audited Media (AAM). The following rate base guarantee is based on the AAM's reported circulation for the Magazine averaged over each six month AAM period, during 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 six (6)-month average circulation does not meet the guaranteed rate base, Publisher shall grant rebates to the Advertiser in ad space credit only, which must be used within six (6) months following the issuance of audited AAM statements for the period of shortfall. In no event shall any rebate be payable in cash. Rebates will be calculated based on the difference between the stated rate base at time of publication and the AAM audited 6-month average. **Publisher does not guarantee circulation to regional advertisers**, and regional circulations reported by the AAM are used by Publisher only as a basis for determining the Magazine's advertising rates.

### PUBLISHER'S LIABILITY

1. Publisher is not liable for any failure or delay in printing, publishing, or circulating any copies of the issue of the Magazine in which advertising is placed that is caused by, or arising from, an act of God, accident, fire, pandemics, public health emergencies, failure of transportation, strike, acts of governments, terrorism or other occurrence beyond Publisher's control.
2. Publisher is not liable for any failure or delay in publishing in the Magazine any advertisement submitted to it. Publisher does not guarantee positioning of advertisements in the Magazine, is not liable for failure to meet positioning requirements, and is not liable for any error in key numbers. PUBLISHER WILL TREAT ALL POSITION STIPULATIONS ON INSERTION ORDERS AS REQUESTS. Publisher will not consider any objections to positioning of an advertisement later than six (6) months after the on-sale date of the issue in which the advertisement appears.
3. **The liability of Publisher for any act, error, omission or other matter for which it may be held legally responsible shall not exceed the cost of the ad space affected by the error. In no event shall Publisher be liable for any indirect, consequential, special or incidental damages, including, but not limited to, lost income or profits. The foregoing limitations shall apply to the greatest extent permitted by law and regardless of the theory under which liability is asserted.**

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**MISCELLANEOUS**

1. Agency and Advertiser jointly and severally represent and warrant that each advertisement submitted by it for publication in the Magazine, and all materials contained therein (collectively, the "Ad Materials") including, but not limited to, Ad Materials for which Publisher has provided creative services, contains no copy, illustrations, photographs, text or other content or subject matter that violate any law, infringe any right of any party, and/or is libelous, defamatory, obscene, disparaging, racist, hateful or scandalous. As part of the consideration and to induce Publisher to publish such advertisement, Agency and Advertiser jointly and severally shall indemnify and hold harmless Publisher from and against any loss, liability, damages, fines, penalties, and related costs and expenses (including attorneys' fees) (collectively, "Losses") arising from publication of such Ad Materials in any applicable editions, formats or derivations of the Magazine, including, but not limited to: (a) claims of invasion of privacy, violation of rights of privacy or publicity, trademark infringement, copyright infringement, libel, misrepresentation, false advertising, or any other claims against Publisher; or (b) the failure of such Ad Materials to be in compliance and conformity with any and all laws, orders, ordinances and statutes of the United States or any of the states or subdivisions thereof; or (c) any products, goods, services, programs, events, offers and promotions that are promoted by or referenced in the Ad Materials (and the fulfillment or non-fulfillment thereof).
2. Publisher may, in Publisher's sole and exclusive discretion and without penalty to Publisher, reject and refuse to run any Ad Materials that Publisher believes: (a) do or may violate Agency's and Advertiser's representations and warranties set forth above; (b) are reasonably likely to be considered objectionable by a reasonable person; and/or (c) are likely to expose Publisher, Agency and/or Advertiser to heightened legal or reputational liability or risk for any reason.
3. In the event the Publisher provides contest or sweepstakes management services, email design or distribution or other promotional services in connection with advertisements placed in the Magazine, Agency and Advertiser jointly and severally represent and warrant that any materials, products (including, but not limited to, prizes) or services provided by or on behalf of Agency or Advertiser will not result in any claim against Publisher. As part of the consideration and to induce Publisher to provide such services, Agency and Advertiser jointly and severally shall indemnify and hold harmless Publisher from and against any Losses arising from such materials, products or services, including, but not limited to, those arising from any such claims.
4. Publisher's acceptance of an advertisement for publication in the Magazine does not constitute an endorsement of the product or service advertised. No Advertiser or Agency may use the Magazine's name or logo without Publisher's prior written permission for each such use.
5. The word "advertisement" will be placed above all advertisements that, in Publisher's opinion, resemble editorial matter.
6. All terms and conditions of this Rate Card and associated insertion orders, including but not limited to pricing information, shall be the confidential information of Publisher, and neither Agency nor Advertiser may disclose any such information without obtaining Publisher's prior written consent.
7. This agreement shall be governed by and construed in accordance with the laws of the State of New York 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 New York in New York County or the U.S. District Court for the Southern District of New York. Advertiser and Agency each hereby 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. ALL PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY.

**ADDITIONAL COPY AND CONTRACT REGULATIONS**

1. For advertising units less than full-page size, insertion orders must specify if advertisement is digest, vertical, square, or horizontal configuration. Insertion orders for all advertising units must state if advertisement carries a coupon.
2. Advertising units of less than 1/3 page size are accepted based on issue availability as determined by Publisher.
3. Requested schedule of issues of ad insertions and size of ad space must accompany all insertion orders. Orders and schedules are accepted for the advertising by brand of product or service only and may not be re-assigned to other products or services or to affiliated companies without the consent of Publisher.
4. Insert lineage contributes to corporate page levels based on the ratio of the open rate of the insert to the open national P4C rate.
5. If a third party either acquires or is acquired by Advertiser during the term of an insertion order, any advertising placed by such third party in an issue of the Magazine that closed prior to the date of the acquisition will not contribute to Advertiser's earning discounts.

**REBATES AND SHORTRATES**

Publisher shall rebate Advertiser if Advertiser achieves a higher spending level, resulting in the retroactive lowering of advertising rates, in comparison to the billed advertising rates. Rebate shall be in the form of a media credit to be applied against not-yet-paid media invoices. In the event that Advertiser fails to achieve a spending level for which it has been billed, Advertiser will be short-rated and owe Publisher an additional sum based on the difference between the billed rates and higher rates.

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