

## **Advertising Terms & Conditions**

*Internet Celebrity Review Magazine* (herein Magazine) offers a 20% discount to **accredited agencies** on all display ad space, color and position as well as website banner ads when the insertion orders are submitted. Non-commissionable items include the costs of artwork, printing, postage or other production charges. The Magazine only accepts PREPAID **print orders** and *does not accept* sequential liability in that it does not accept insertion orders from agencies that agree to pay only to the extent that payment from the advertiser is received. The Magazine will not accept insertion orders with language disclaiming responsibility for payment. If the Agency is unwilling to remove sequential liability language from the insertion order, the Magazine will contact the advertiser to establish liability or arrange to invoice the advertiser directly at the appropriate rate as agreed.

Insertion orders are accepted from Agencies with the understanding that the agency is acting as the advertiser's representative. Agency and advertiser are jointly and severally responsible for all space, color, position and production service charges incurred by either. Insertion orders placed by an agency represent acceptance of all terms and conditions. The Magazine is not bound by conditions appearing on order forms or instructions from any agency or advertiser that are in conflict with the terms listed herein. All requests must be in writing including cancellations. (Verbal instruction of any kind will not be accepted.)

## **Payments and Invoicing**

The Magazine reserves the right to evaluate advertiser's credit worthiness. General payment terms are NET 30. A service charge of 1.5% is applicable for any amount due past 30 days. Pre-payment is required for companies without established and/or good credit which is determined solely by the Magazine. It is agreed that if any portion of an invoice is held in dispute, the undisputed portion will be paid according to the terms of the insertion order. It is further agreed that should any invoice become past due, the liable party, advertiser or agency, will pay all the costs of collection, including applicable attorney's fees if incurred.

## **Warrants and Indemnifications**

Advertiser and their Agencies represents and warrants that publication by the Magazine of any advertising materials submitted by or on behalf of Advertiser will not a) violate any rights of any third party, including without limitation any copyrights or rights of privacy, b) contain any statement that is false, misleading or defamatory; or c) violate any applicable laws. Advertiser and their Agencies agree to indemnify, defend and hold the Magazine, its owners, officers, employees, agents, and subcontractors harmless against any claims, liabilities, costs or expenses, including without limitation reasonable attorney's fees incurred in connection with a violation by Advertiser of the foregoing.

## **Magazine's Liability**

All written agreements and insertion orders shall be deemed entered and governed solely by the laws of the State of Oklahoma. The Magazine's liability with regard to any error in any advertisement will not exceed the cost of the space occupied by the error. It is agreed that the Magazine will not be held responsible for any loss of business, revenue, sales, goodwill or for any other measure or in any other manner if an error occurs. The Magazine assumes no liability for errors or omissions. The Magazine cannot be held liable for circumstances beyond its control affecting production or delivery in any manner.

The Magazine reserves the right to place the word "ADVERTISEMENT" on copy, which in its opinion, closely resembles editorial material. The Magazine reserves the right to reject any advertisement that does not conform to standards. Supplied materials that do not meet requirements will be subject to actual production charges. The Magazine assumes that all supplied materials are fully correct in accordance with standards. Positioning of ads is at the discretion of the Magazine except when a preferred position is contracted.

By signing this insertion order, advertiser is agreeing to the following: The insertion order is for ***a number of issues*** of ***Internet Celebrity Review Magazine*** and ***not for*** a fixed period of time. Magazine may, at its sole discretion, change the frequency of the publication at any time. In that event, the total numbers of issues of the publication subject to the insertion order will not change.

***Internet Celebrity Review Magazine***, at its sole discretion, reserves the right to refuse to publish any advertising content or materials submitted to it.