

**HOME BUSINESS MAGAZINE
COPY AND CONTRACT REGULATIONS**

Dated: November 7, 2011

- 1) Advertising contracts may be accepted for one year or less, but rates will be guaranteed for three months only (unless under contract).
- 2) Publisher reserves the right to reject or cancel any advertising at any time without liability, even though previously acknowledged, accepted or published, especially those considered to be objectionable, sexual, fraudulent, etc. by the publisher.
- 3) Neither the advertiser nor its agency may cancel for a particular issue after that issue's closing date (end of regular business hours for that date). Cancellation notice must be sent in writing or by fax. Cancellations by advertiser or agency are not effective until confirmed in writing by the Publisher. If advertisement is canceled on or before the Space Closing Date, advertiser agrees to rebate back any frequency discounts already given to the advertiser, to adjust discount for the actual number of issues the advertisement is run in the magazine.
- 4) Publisher shall not be liable for any failure to print, publish or circulate all or any portion of any issue in which an advertisement accepted by the Publisher is contained if such failure is due to acts of God, strikes, accidents, legal action or other circumstances beyond the Publisher's control. Furthermore, the Publisher has no obligation to run any ad from an advertiser unless it has first been accepted by the Publisher, and accordingly, the Publisher has no liability for any ad that has not been accepted that does not appear.
- 5) In consideration of publication of an advertisement, the advertiser and the agency, jointly and severally, will indemnify and hold harmless the Publisher and publication, the officers, directors, stockholders, agents, employees and representatives from and against all losses, damages, claims, liabilities and expenses (including legal fees and costs) resulting from the publication of the contents of the advertisement, including, by way of illustration and not limitation, claims or lawsuits for libel, violation of right to privacy, copyright infringement, plagiarism, defamation or unfair competition. Advertisements are accepted upon the representation that advertiser and its agency have the right to authorized publication of the contents thereof.
- 6) The Publisher assumes no liability for errors in key numbers or tracking codes.
- 7) An advertiser and/or his agency assumes full liability for all content (including any text, representation, illustrations, sketches, maps, words, labels, trademarks or other copyrighted matters) in his authorized advertisements.
- 8) Acceptance of advertising for any product or service is subject to investigation of the product or service and the claims made for it on the package, labels and accompanying material, and in the advertisement submitted for publication.
- 9) The Publisher assumes no responsibility for improper use of coupons forming part of an advertisement.
- 10) When change of copy is not received by the closing date, copy run in previous issue or last change of copy prior to closing date will be inserted. If copy from a

new advertiser is not received in time for production, publisher has option to create an advertisement for advertiser to fill the space.

11) Positioning of advertisements is at the discretion of the Publisher except where a request for a specific preferred position is acknowledged by the Publisher in writing.

12) All insertion orders are accepted by the Publisher on the condition that:

- a) Only conditions set forth in the rate card shall be binding on the Publisher unless specially agreed to in writing by the Publisher.
- b) The Publisher will not be bound by any conditions, printed or otherwise, appearing on order blanks or copy instructions when such conditions conflict with the regulations set forth in these copy and contract regulations.
- c) Any insertion of advertising made by the agency represents an acceptance by the agency and the advertiser of all of the terms and conditions of the contract regulations applicable to the issue in which such insertion is to be published.
- d) Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such moneys as are due and payable to Publisher for advertising that advertiser or its agent ordered and that was published.
- e) If any error occurs in the published Advertisement, any reduction in contract Ad Price will be based upon a mutual agreement on the impact to advertising response and advertising effectiveness.