

GENERAL CONDITIONS  
FOR HFM U.S. WEB SITE ADVERTISING

- A. Submission of any advertisement, insertion order, space reservation, or position commitment shall constitute acceptance of the following General Conditions.
- B. Web Site advertisements are accepted upon the representation that advertiser and its agency have the right to publish the content thereof and that publication will not infringe the rights of any person or firm or violate any applicable laws or regulations. Advertiser shall also be responsible for any advertising created on its behalf by the publisher, once advertiser has approved it. In consideration of such publication, advertiser and its agency agree to indemnify and hold publisher and its web site advertising service providers harmless against any expense, claim or loss arising out of publication. Advertising materials will be retained by publisher unless return is specifically requested. Publisher is not responsible for such materials.
- C. Conditions, other than rates or other terms expressly agreed to by publisher in writing, are subject to change by publisher without notice.
- D. All contents and formats of advertisements are subject to publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time.
- E. Positioning of advertisements is at the discretion of the publisher, except where a request for specific preferred position is agreed to by publisher in writing. If publisher agrees in writing to any positioning or other specifications, restrictions or requirements, publisher will provide notice of any material changes to the web site that would significantly effect the agreed upon terms. Should such a modification occur, with or without notice, as advertiser's sole remedy, advertiser may cancel the remainder of the order without penalty effective upon receipt by publisher of advertiser's written notice of cancellation and advertiser will not be charged for any advertisements delivered after the effective date of cancellation.
- F. Publisher shall have no liability for errors in any supplied materials including advertising graphics, copy, linking URLs and third party ad server tags or redirect URLs.
- G. Advertisements must be submitted in accordance with publisher's then existing advertising criteria, technical specifications and policies and must be received by the due date specified by publisher. Failure to provide materials by the specified due date will result in the advertiser being charged for impressions/positions ordered that could not be delivered due to the delay in supplying materials.

H. Prior to the serving of the first impression of an order, advertiser may cancel the order without penalty by providing publisher not less than 30 days prior written notice. If an advertiser cancels an order with less than 30 days written notice prior to the serving of the first impression, advertiser will be charged for the space reserved up to the 30-day notice requirement. For example, if advertiser cancels an order 15 days prior to the serving of the first impression, advertiser will be charged for the first 15 days of the order. After publisher serves the first impression, advertiser may cancel the order by providing publisher written notice of the cancellation which will be effective after the later of: (i) 30 days after serving the first impression of the order; or (ii) 14 days after providing the publisher with such written notice. Cancellation of space reservations for any reason in whole or part by the advertiser will result in an adjustment to the rate (short rate) based on past and subsequent insertions to reflect actual space used at the earned frequency or volume rate.

I. All insertion orders are accepted subject to these General Conditions. Terms specified on an insertion order will be binding only if accepted by publisher in writing. Rates are subject to change upon notice from the publisher.

J. Publisher will track delivery through its ad server and if actual delivery for any advertising campaign falls below the level agreed to by publisher in writing, publisher will extend the campaign to fulfill the under-delivered portion of the campaign based upon a schedule mutually agreed to by the advertiser.

K. If advertiser uses a third party ad server, advertiser will also track delivery through its third party ad server and will provide publisher access to relevant and non-proprietary statistics therefrom. Advertiser may not substitute the third party ad server without publisher's prior written consent. If at any time the third party ad server cannot serve the advertisement, advertiser shall have a one-time right to temporarily suspend delivery of the advertisement for a period of up to three business days (the "Suspension Period"). Advertiser will not be charged for any advertisements that were scheduled to run during the Suspension Period. After the Suspension Period, advertiser shall be liable for the remainder of the space reserved in the insertion order or space reservation.

L. Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement or for any remedy beyond the return of any amount paid for an ad for any error in the ad. In no event shall publisher be liable for indirect or consequential damages.

M. Publisher shall have the right to hold advertiser and/or its agency jointly and severally liable for such monies as are due and payable to publisher for advertising which advertiser or its agent ordered and which advertising was published.

N. No condition other than those set forth in these General Conditions shall be binding on the publisher unless specifically agreed to in writing by the publisher.

Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with provisions of these General Conditions.

O. Publisher is not liable for delays in deliver and/or non-delivery in the event of an act of God, action by any governmental or quasi-governmental entity, fire, flood, mechanical or software failure, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the publisher affecting production or delivery in any manner.

P. As used in these General Conditions, the term “publisher” shall refer to Hachette Filipacchi Media U.S., Inc. These General Conditions and all insertion orders, space reservations or positioning commitments shall be governed by the laws of the state of New York, without regard to principles of conflicts of laws.