

# QUALITYDIGEST

## ONLINE ADVERTISING POLICY

### Advertising Contracts

No advertisement shall be run without a signed contract (i.e., insertion order) agreeing to every provision of this policy. To receive frequency discounts, a signed contract must be on file with *Quality Digest*, and the advertiser must meet payment terms as specified below. Any advertiser who fails to fulfill the terms of the contract may be thereafter billed without benefit of the frequency discount.

### Contract Rates

Contract rates are based on the total number of insertions ordered at the time the contract is received by *Quality Digest*. Any change in frequency will terminate the contract, and a new contract with revised rates will be created and submitted to the advertiser for work thereafter.

### Cancellation and Rescheduling Fees

Cancellation of a contract by the advertiser is subject to a penalty fee on the total remaining (unfulfilled) insertions, in addition to the short-rate adjustment to any earned frequency discount. The penalty fee schedule is as follows:

#### **CANCELLATION RECEIVED:**

#### **APPLICABLE FEE:**

<b>&gt;6 months before ad is scheduled to run</b>	<b>10% per cancelled insertion</b>
<b>3–6 months before ad is scheduled to run</b>	<b>25% per cancelled insertion</b>
<b>30–90 days before ad is scheduled to run</b>	<b>50% per cancelled insertion</b>
<b>&lt;30 days before ad is scheduled to run</b>	<b>100% per cancelled insertion</b>

If the advertiser needs to move any ad programs, prospective date changes will be based on *Quality Digest* availability. Advertiser-requested moves made more than 30 days prior to the program run date are subject to a 25-percent rescheduling fee. Advertiser-requested moves made less than 30 days prior to the run date are subject to a 50-percent rescheduling fee. Ad programs cannot be moved from one calendar year to the next. If programs cannot be moved, they will be considered cancelled and penalized as per the above fee schedule.

### Closing Dates

Materials must be received no later than one week prior to the release date of the ad placement. If space has been reserved by the advertiser and new materials are not received by the deadline, *Quality Digest* reserves the right to run previous ad materials from the advertiser. If no such previous ad materials exist, the placement may be moved and the advertiser will be subject to the rescheduling fee. Editorial copy that is part of any ad campaign must be received no later than two weeks prior to the release date of the ad placement. Late editorial materials that are intended to run in conjunction with ad campaigns may run separately from the ad placement at the discretion of *Quality Digest*.

### **Advertising Copy**

Advertising is accepted subject to publisher approval and may be rejected at the publisher's discretion. Advertisers and their agents are liable for the content of ads and any claims arising from them.

### **Payment Policy**

All invoices must be paid within 30 days of the invoice date. After 90 days, any overdue invoice may be referred to a collection agency unless a payment plan has been put into place. The expense of any collection activity shall be borne by the delinquent advertiser and may include court costs, attorney fees and costs, and assignment costs. Advertisers who do not pay an invoice within 90 days may have their contracts voided and will be re-billed for the ad program at the one-time rate with no frequency discount.

Advertiser has final responsibility for all payments. If the advertiser's designated agent fails to pay the amount owed, it will remain the responsibility of the advertiser to settle the account.

### **Equal-Value Exchange**

Quality Digest reserves the right to cancel any ad program or placement at any time, for any reason. In such cases, a program or placement of at least equivalent net-rate value shall be offered to the advertiser in exchange for the canceled program or placement.

### **Live Events: Part One—Quality Digest Roles and Responsibilities**

- A. *Quality Digest* will organize a preparatory telephone conference at least three weeks prior to the live event, attended by the following key stakeholders:
  1. Advertiser presenter
  2. Advertiser marketing representative(s)
  3. Advertiser IT representative (as necessary)
  4. *Quality Digest* host
  5. *Quality Digest* account manager
  6. *Quality Digest* client liaison(s)
- B. *Quality Digest* will create the registration form available for advertiser approval at least two weeks prior to the event. This form will be customized to gather whatever information the advertiser requests.
- C. As part of the production package, *Quality Digest* will provide complimentary pre-event marketing.
- D. *Quality Digest* will organize a host/presenter rehearsal.
- E. *Quality Digest* will compile a list of all registrants and send them a reminder of the event twice, sent one day before and then again one hour prior to the live event day and time. Contact information for these registrants will be provided to the advertiser within two days following the live event.
- F. *Quality Digest* will send all registrants the on-demand version of the webinar as well as all presentation slides within two days following the live event. The on-demand version of the webinar will also be made available on the *Quality Digest* website unless requested not to by the advertiser. On-demand registrants will be provided to the advertiser on a quarterly basis following the live event.

### **Live Events: Part Two—Advertiser Roles and Responsibilities**

- G. Advertiser will attend the preparatory telephone meeting organized by *Quality Digest* at least three weeks prior to the live event. Advertiser representatives should include:
  - 1. Advertiser presenter
  - 2. Advertiser marketing representative(s)
  - 3. Advertiser IT representative (as necessary)
- H. Client will provide all marketing materials to support *Quality Digest's* complimentary marketing efforts at least two weeks prior to the live event. *Quality Digest* will provide the size and specs for these materials.
- I. Advertiser has the option to write an article, bylined under the presenter's name, on the presentation topic. This article, which is due at least two weeks prior to the presentation, will run in *Quality Digest* media at least one week prior to the presentation. Advertiser also has the option to have the presenter appear as a guest on the *Quality Digest Live* web TV show on the Friday prior to the presentation to further promote the event and thereby generate registrants.
- J. Advertiser will provide an outline of the presentation and "starter questions" that the *Quality Digest* host may ask during the presentation, at least two weeks prior to the live event.
- K. Advertiser will participate in the presenter/host rehearsal.
- L. Advertiser will provide a team member to monitor questions being e-mailed from the audience, and forward these questions (after appropriate review and sanitization) to the *Quality Digest* host, who will pose the question to the presenter. The client also has the option of providing an individual (other than the presenter) to do the initial introductions and housekeeping.

### **Legal Limitations**

The advertiser understands that the ad rate has been reduced in consideration for the advertiser's agreement to the following terms:

- A. Advertiser and its agents are solely responsible and legally liable for any damages arising from the content of its ad.
- B. Advertiser warrants that the ad contains no defamatory matter, nor is otherwise harmful or infringes on any proprietary right (including trademark and copyright) of another. Advertiser also agrees to indemnify and hold harmless *Quality Digest* against any claim arising from the publishing of the ad or for breach of any provisions of this agreement. Advertiser specifically agrees to waive any right to bring an action against *Quality Digest* for any injuries to advertiser arising from any publication of the ad.
- C. Should the ad contain any material that requires permission for inclusion in the ad, evidence of such permission will be attached thereto, or permission shall be obtained at advertiser's expense from the owner and delivered to *Quality Digest* for review within 10 days of the agreement. Whether such permission is sufficient shall be determined by *Quality Digest*.

- D. Advertiser agrees that this contract is made in Butte County, California, and that any legal claims made pursuant to this agreement or against *Quality Digest* shall be brought in Butte County, California.
- E. It is understood that nothing in this agreement is intended to create any agency relationship between the advertiser and *Quality Digest*.
- F. *Quality Digest* shall perform these services in accordance with the provisions of this agreement and otherwise in a professional and diligent manner as expected by a reputable contractor within the relevant field of expertise. *Quality Digest* shall adhere to all reasonable instructions given by advertiser as to the scope, manner, or performance of the services.

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