

TIME FOR DEMOCRACY'S ADVERTISING AGREEMENT: TERMS AND CONDITIONS

Time for Democracy (TFD) and the person, firm or entity, including, but not limited to, advertisers ("Advertiser"), their buying agencies ("Agency") and organizations known as advertising or buying services ("Service"), able to purchase advertising space through TFD ("Buyer") hereby agree that the following terms and conditions shall govern issuance of credit and purchase of advertising space by and in TFD's print publication ("Magazine") and/or website ("Website"):

1. BILLING AND PAYMENT

- a.** TFD will bill Buyer per publication unless otherwise provided on the advertising purchase contract.
- b.** Invoices shall contain advertiser/product, date, time, ad specifications, and cost.
- c.** Payment is due in full prior to each advertising insertion unless credit has been established. Once credit is established, payment by Buyer is due within 30 days after receipt of invoice. If payment is not received within the specified time, Buyer agrees to pay all reasonable collection costs, costs of suit and reasonable attorneys' fees incurred in enforcing the agreement. If payment is not received within the specified time, TFD also reserves the right to: 1) cancel existing orders; 2) refuse new orders; 3) notify Advertiser of account status if purchased by Agency or Service; 4) assess interest charges of 1.5% per month to the account; and 5) pursue any rights and remedies it may have under applicable laws.
- d.** When any part of an account for advertising becomes delinquent, then the entire amount owed shall become due and payable and TFD may refuse to publish further advertising to the Buyer.
- e.** Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally, shall remain obligated to pay to TFD the amount of any bills

rendered by TFD within the time specified and until payment in full is received by TFD.

- f.** TFD reserves the right to contact the Agency's client(s), as disclosed principal(s), for payment. If the outstanding balance is still not satisfied, TFD may proceed with collections against both the Agency and the Advertisers. No such action on the part of TFD shall relieve the Agency of liability for the debt.
- g.** There will be a \$35 charge for any check not honored by the bank. Returned checks must be replaced with wire transfer/cashier/certified funds within 48 hours of notification.
- h.** In the event an account is referred to a third party for collection, Buyer agrees to pay collection and/or attorney fees, as well as court costs incurred to effect collection.
- i.** Unless otherwise approved by TFD, incorrect rates on insertion orders that do not correspond to the advertising sales guide will be regarded as clerical errors and the advertisements will be published and charged at the applicable rates in effect at time of publication.
- j.** Terms, conditions, rates or agreements not set forth herein or in then-current rate schedules are not binding on TFD. Sales representatives and account executives are not authorized to modify these terms and conditions.

2. TERMINATION / CANCELLATION

- a.** If a contracted advertisement is cancelled less than 7 days before the scheduled publication or insertion date, a 100% cancellation fee will apply; provided that, if TFD is able to sell the advertising space at the same or higher rate to another client prior to launch/publication the cancellation fee may be waived.
- b.** If a contracted advertisement is cancelled for any reason (including delays in creative preparation or transit) after the established deadline for a specific issue, TFD, at its discretion, may substitute a previously published ad and bill the Buyer at the contracted rate. Late cancellations, with or without a substituted ad, will be billed at the contracted rate to the Buyer.
- c.** Cancellations or changes in advertising cannot be guaranteed unless notice is provided not less than 72 hours prior to the publication or insertion date.

- d. Multi-insertion orders will be accepted only when in writing. Cancellation of multi-insertion orders must be confirmed in writing.
- e. TFD does not assume any liability for the return of printing material in connection with advertising unless a specific written request is received to hold such material subject to order for a period not exceeding 30 days.

3. PLACEMENT/PRODUCTION/DELIVERABLES

- a. Requested placement or positioning of an advertisement in the Magazine or on the Website cannot be guaranteed without payment of a position charge.
- b. All advertisement production costs from TFD's technical specifications is included to the Buyer from the purchase of the advertisement space. .
- c. TFD does not guarantee any given level of circulation or readership for an advertisement.
- d. The Buyer assumes liability for all content (including text representation and illustrations) of advertisements published and also assumes responsibility for any claims arising therefrom made against TFD, including costs associated with defending against such a claim.
- e. All advertising copy that might be mistaken by a reader as news, feature or other non-advertising materials must be clearly marked "advertisement". In the event that copy is not clearly marked, the "advertisement" notation will be added by TFD. Political candidate advertisements must reflect the identity of the paying sponsor.

4. EFFECT OF BREACH

- a. TFD reserves the right to cancel an advertising contract upon default by Buyer in the payment of bills or other material breach of the terms hereof at any time upon prior written notice. Upon such cancellation, all charges for ads printed or run online and not paid shall become immediately due and payable. If TFD cancels by reason of Buyer's material breach, Buyer's only liability shall be to pay for ads completed hereunder prior to cancellation by TFD.
- b. In the event of a material breach by TFD in publishing the Buyer's advertising, Buyer reserves the right to cancel the advertising contract at any time upon prior written notice.

5. FAILURE TO PUBLISH

- a. If, due to public emergency or necessity, force majeure events, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond TFD's control, an omission of any advertisement contracted to be printed or carried hereunder, TFD will provide, as the sole remedy to Advertiser, Agency and Buyer, "make good" impressions through comparable placements, to be delivered no later than the next publication of the Magazine and Website.

6. ADVERTISING MATERIAL

- a. All advertising material can be provided by the Buyer or produced by TFD's production's team.
- b. Buyer shall submit advertising material along with written instructions for its use to TFD as soon as possible to ensure proper publication. Changes to instructions should be in writing to TFD by email prior to changes being made.
- c. TFD, in its sole discretion, reserves the right to reject any ad copy. We do not accept advertisements that are gratuitously offensive, depict or advocate violence, or are considered to be in poor taste. We do not accept advertisements that discriminate on the basis of race, religion, gender, national origin, disability, or sexual orientation. All ad creative must include the advertiser name or logo. We reserve the right to cancel any advertisement at any time. Rates and specifications are subject to change.
- d. Advertisements in an election can only be for a political party or candidate and must disclose the identity of the paying sponsor with the message "Paid for by XYZ." Advertisements of an advocacy or political nature that are attacks of a personal nature will not be accepted. We reserve the right to require sourcing on factual claims made in advocacy or political advertisements.
- e. For purposes of any state unclaimed property law, the party whose name appears on the applicable invoice will be the "owner" of any unclaimed property.

7. PRIVACY AND DATA PROTECTION

- a. Publisher, on the one hand and Advertiser, Agency and Buyer, on the other hand, each Process Personal Data, including exchanging Personal Data with the other

party, for purposes of providing advertisements on publisher's Magazine and/or Website (collectively, the "Purposes"). Either party may Process the Personal Data that it obtains from the other party for its own purposes, including to provide services for the benefit of other platforms and clients.

- b.** As Data Controllers, each party shall:
 - i.** comply with all laws, regulations and other legal requirements of any jurisdiction relating to privacy, data security, communications secrecy, Personal Data Breach notification, or the Processing of Personal Data, such as, to the extent applicable, GDPR ("Data Protection Laws"), and promptly notify the other party in writing if it is no longer able to meet its obligations under Data Protection Laws with respect to the subject of this Agreement;
 - ii.** independently fulfill all duties required of Data Controllers under Data Protection Laws, including, without limitation (as applicable), with regard to complying with applicable principles of Personal Data Processing (such as data minimization);
 - iii.** inform the other (to the extent legally permitted) about any dispute or claim brought by a Data Subject or a Supervisory Authority concerning the Processing of the Personal Data under this advertising purchasing agreement.
- c.** Neither party shall have responsibility for Processing special categories of personal data, as referenced in Article 9 of the GDPR. Neither party shall provide the other with any special categories of personal data.

8. INDEMNITIES

- a.** Buyer agrees to hold and save TFD harmless against all liability resulting from the publication of advertising material furnished by Buyer.