



# TERMS & CONDITIONS 2024: DIGITAL

Terms governed by IAB Terms & Conditions 3.0 ([https://www.iab.com/wp-content/uploads/2015/06/IAB\\_4As-tsandcs-FINAL.pdf](https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf)) with the exception of the following (which govern in the event of any discrepancy with the IAB Terms & Conditions):

By placing an Insertion Order for advertising on a Web site or in an email of Hearst Digital Media, a unit of Hearst Magazines Division, Hearst Magazine Media, Inc. ("Hearst Digital Media"), Advertiser agrees to the following terms and conditions with respect to such advertising (collectively, "Terms"). All references herein to Advertiser include Advertiser's agency, if there is one, and Advertiser and its agency shall be jointly and severally liable for Advertiser's obligations hereunder.

1. Insertion Order; Optimization; Ad Servers. Hearst Digital Media agrees to deliver, and Advertiser each agree to pay for the services on the applicable Insertion Order which Insertion Order is incorporated herein by this reference (collectively, "Services"), according to rates specified on the Insertion Order and subject to these Terms. Subject to available inventory and appropriate rate adjustment, positions on the Insertion Order may be adjusted (each, an "Optimization"); provided that the total financial obligation of the Advertiser under the Insertion Order is not reduced. Optimizations are subject to Hearst Digital Media's prior approval, with applicable terms documented via email, and the confirmation of acceptance by Advertiser via reply email, and such terms shall be binding on Advertiser and made part of the Insertion Order as though fully set forth therein.

2. Ad Servers and Counting. Hearst Digital Media shall only recognize its third party ad servers and other nationally recognized third party ad servers as may be agreed upon in writing by Hearst Digital Media and the Advertiser in advance. Any of Advertiser's and/or its agency's third party ad server reporting that is not pre-approved by Hearst Digital Media in writing is not accepted. (a) Shortfall in Campaign. If actual impressions delivered with respect to a particular advertisement placement falls below guaranteed levels on the Insertion Order according to the agreed-upon ad server counts by more than 10%, and/or if there is an omission of any advertisement (placement or creative unit), Hearst Digital Media will continue the campaign until such time as the level of impressions equals the guarantee on the Insertion Order. Makeups of shortfalls are not available (a) when under-delivery or omission of an advertisement is attributable to Advertiser's and/or agency's (i) delayed, incorrect or incompatible Ad Materials or (ii) failure to follow applicable Policies (as defined in Section 4 below), (b) for failure to deliver impressions according to any specific daily or weekly distribution, (c) for impressions marked on the Insertion Order as "estimated" or "not guaranteed", (d) for sponsorship, exclusive or similar placements, or (e) for preemptive placements and/or impressions. This section sets forth the sole and exclusive remedy for any failure of Hearst Digital Media to fulfill its obligations under the Insertion Order.

(b) Bonus Impressions. Placements for a specified term shall run for the specified time regardless of over-delivery, unless the Insertion Order establishes an impression cap for third party ad served activity, and Advertiser shall not be charged by Hearst Digital Media for any additional advertisements above any level guaranteed in the Insertion Order. If a previously approved third party ad server is being used and Advertiser notifies Hearst Digital Media that the guaranteed level stated in the Insertion Order has been reached, Hearst Digital Media will use commercially reasonable efforts to suspend delivery promptly. If the over-delivery exceeds the guaranteed level in the Insertion Order by an amount in excess of 10% and Advertiser is using a third party ad server, then Hearst will reimburse or credit Advertiser for fees, if any, charged by the third party ad server for trafficking ads in excess of 10% above the guarantee.

3. Cancellation. (a) Cancellation of custom programs will result in billing for costs incurred. (b) Sponsorship dates cannot be moved after booked.

Cancellation and alteration notification must be sent via email to your account executive or [hdm\\_account\\_management@hearst.com](mailto:hdm_account_management@hearst.com) to be followed by revised paperwork.

4. Ad Materials; Late Creative. Artwork, copy, other content, active URL's and other components of the advertisement (collectively, "Ad Materials") must comply with Hearst Digital Media's criteria and specifications for its applicable Web site(s) (collectively, the "Policies"), as updated from time-to-time in Hearst Digital Media's discretion. Ad Materials must be received at least five (5) business days prior to the scheduled start date or within the timeframe in the Policies for the applicable ad type if such timeframe is greater. If Ad Materials are not received within such timeframe, or if provided incorrectly or inconsistent with the Policies, then guaranteed impressions and Hearst Digital Media's obligations will be reduced pro-rata for the period of time that reserved space was not filled; however, Advertiser will remain liable for the full fee set forth in the Insertion Order for all impressions ordered and inventory reserved. All Ad Materials are subject to Hearst Digital Media's approval, which may be denied for any reason in Hearst Digital Media's sole discretion. Hearst Digital Media reserves the right, at any time and for any reason in its discretion, to cancel or cease publication of any Ad Materials, space reservation, or position commitment, without any liability, and in such event, Advertiser will be liable to pay only for those impressions actually served.

5. Payment Terms; Taxes. If Hearst Digital Media approves credit, Advertiser will be invoiced promptly at the end of each month for amounts set forth on the Insertion Order

and payment shall be made to Hearst Digital Media within thirty (30) days from the date of invoice ("Due Date"). If Advertiser fails to make timely payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by Hearst Digital Media in collecting such amounts. Hearst Digital Media reserves the right to suspend credit and/or performance of its obligations if Advertiser fails to make timely payment. Fees on the Insertion Orders are exclusive of all taxes. Advertiser shall be responsible for payment of all taxes, duties and similar charges assessed in connection with the Services or on any payments made by Advertiser hereunder, excluding taxes on Hearst Digital Media's net income. If agency is the signing party placing an Insertion Order for the benefit of its client, then agency is responsible for all payments hereunder regardless of whether it has received payment from its client. However, Hearst Digital Media reserves the right to hold agency and Advertiser jointly and severally liable for all payments. No fees payable hereunder may be reduced as a result of any claim, rebate, makegood or other claim of set-off that Advertiser may have or claim to have as a result of an insertion of print advertising in any magazines published by Hearst Communications, Inc. or its affiliates.

6. Warranties; Indemnity. Advertiser hereby represents and warrants to Hearst Digital Media that Advertiser has the right to publish the Ad Materials in the form delivered and manner published without infringing or violating the rights of any third party or violation of any law, rule or regulation. This representation and warranty also applies to Ad Materials created by Hearst Digital Media. Advertiser agrees, at its own expense, to indemnify, defend and hold harmless Hearst Digital Media, its parent companies, employees, officers, directors, representatives, agents and affiliates, against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs, expenses and losses of any kind (including reasonable attorneys' fees and costs) arising out of or related to (a) the publication of any advertisement hereunder, (b) the Ad Materials or any matter or thing contained in any advertisement, and/or (c) any material of Advertiser to which users can link through any advertisement (including but not limited to, claims of trademark or copyright infringement, libel, defamation, breach of confidentiality, privacy or data protection violation, false, deceptive or misleading advertising or sales practices). HEARST DIGITAL MEDIA MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ITS WEB SITES OR SERVICES TO BE DELIVERED HEREUNDER AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED ON AN AS IS BASIS WITHOUT GUARANTEE.

7. Limitation of Liability. HEARST DIGITAL MEDIA SHALL NOT BE LIABLE TO THE ADVERTISER, ITS AGENCY OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY INSERTION ORDER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER ANY

THEORY OF LAW OR EQUITY, AND WHETHER OR NOT HEARST DIGITAL MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL HEARST DIGITAL MEDIA'S LIABILITY UNDER OR IN RELATION TO THESE TERMS OR ANY INSERTION ORDER EXCEED THE FEES ACTUALLY PAID TO HEARST DIGITAL MEDIA FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.

8. Miscellaneous. Hearst Digital Media shall not be liable to Advertiser for delay or default in the performance of or completion of Services under the Insertion Order or these Terms, if caused by conditions beyond its control, including but not limited to, any act of God, governmental authority, or war, terrorist act, riot, labor stoppage or slowdown, fire, flood, severe weather, earthquake, accident, telecommunications or network failures, failure of the Internet, or electrical outages. These Terms, together with the Insertion Order, shall be governed and construed in accordance with the laws of the state of New York, without regard to its conflicts of law principles. Any action brought by Advertiser against Hearst Digital Media relating to advertising must be brought in the state or federal courts in New York, New York and the parties hereby consent to the jurisdiction of such courts. These Terms (together with the IAB terms) and the Insertion Order are the complete and exclusive agreement between the parties with respect to the subject matter and supersede any prior or contemporaneous agreements, negotiations and communications, whether written or oral, between the parties regarding such subject matter. The Terms and Insertion Order (except in the case of Optimizations) may only be modified, or any rights under it waived, by a written document executed by both parties. Hearst Digital Media will not be bound by any terms or conditions, printed or otherwise, appearing on any purchase order, copy instructions, contract or other documents submitted by Advertiser or its Agency, or expressed orally. To the extent of any conflict, these Terms shall prevail over the Insertion Order. These Terms and the Insertion Order are specifically between and for the benefit of Hearst Digital Media and Advertiser, and no other person or entity whatsoever (including without limitation, Advertiser's agency) shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of these Terms or the Insertion Order as a third party beneficiary or otherwise. All obligations and liabilities which by their nature are intended to survive shall survive termination or expiration of these Terms and the Insertion Order for any reason. If the Insertion Order is signed by an Agency, the Agency represents and warrants that it has full authority to bind Advertiser and to enter this Agreement on its behalf.