

## > COMMISSIONS/TERMS OF PAYMENT

- a. All local rates are noncommissionable, except where noted. A 15% commission will be granted to all recognized advertising agencies for General and Co-op advertising. Cash with order may be required. No cash discounts are allowed.
- b. Advertising space purchased without pre-established credit approval is payable at the time of purchase. Inability to qualify for a line of credit or the withdrawal of a line of credit does not constitute a waiver of advertising contract terms and conditions. If credit is not approved and prepayments are less than the price of advertising run, Advertiser/Agency will be billed for the balance. Such billing does not constitute credit approval.
- c. The Advertiser and its Agency, if any (collectively, "Advertiser") agree to pay for all advertising published by The Seattle Times Company in accordance with a contract, and are wholly responsible for its fulfillment. One or more businesses that have a common majority ownership may be entitled to a joint contract. Contact your account executive for details.
- d. Advertisers must sign a contract prior to receiving specific rates. Advertising rates are outlined in The Seattle Times Company rate sheets; rates may change with 30 days' notice. Any products or services selected by Advertiser listed in the advertising dollar volume contract and/or addendum will apply to the fulfillment of a contract, with the exception of postage costs for direct mail advertising, legal and late payment fees and where otherwise noted.
- e. Advertising rates are based, in part, on "net annual expenditure." Advertiser exceeding the net annual expenditure at the expiration or termination of the contract will be entitled to a rebate based on the retroactive application of lower rates in effect at the time of expiration or termination. Rebates of three rate tiers or greater will be applied toward future advertising; all other rebates are eligible for refund to Advertiser in the original manner of payment.
- f. If Advertiser fails to achieve the net annual expenditure at expiration or termination of the contract, The Seattle Times Company is entitled to a reimbursement based on the retroactive application of the higher rate in effect at the time of expiration or termination ("Short-rate").
- g. Payment is due in full within 30 days of the statement date and will be considered past due afterwards. For past due accounts, The Seattle Times Company may refuse to publish advertising or may terminate contracts without notice. Following such termination, the Advertiser/Agency agrees to pay the balance due, plus any associated attorney or collection fees. Rebates or outstanding credits may be applied to Advertiser/Agency's past due account at the discretion of The Seattle Times Company.
- h. Advertising submitted with insertion orders or other forms which deny liability for payment will not be accepted unless the submitting agency satisfies at least one of the following conditions:
  - Signs a "Confirmation of Liability for Payment" form, which supersedes the denial of liability for payment in any and all insertion orders received from that agency; or
  - Prepays for the advertising submitted with such a denial of liability; or
  - Assists The Seattle Times Company in obtaining a signed "Confirmation of Liability for Payment" form from the advertiser(s) the agency represents. Individual forms are required for each advertiser represented.
- i. The page or copy of the issue containing the advertising will be sent to Advertiser upon request made within thirty (30) days of publication. Failure to forward such proof of insertion is not grounds for non-payment. The Seattle Times Company makes no warranty or representation as to the effectiveness or success of advertising, and Advertiser's obligation to pay is not conditioned upon any such representation or expectation.

## > GENERAL TERMS AND CONDITIONS

### Advertising Material

- a. Advertiser is solely liable for compliance with local, state, and federal laws which regulate advertising and the collection and use of customer information, including but not limited to the Fair Housing Act, equal employment opportunity laws, telemarketing sales rules, and the Children's Online Privacy Protection Act.
- b. The position, subject matter, form, size, wording, illustrations and typography of all advertising are subject to The Seattle Times Company approval. The Seattle Times Company reserves the right to reposition, classify, edit, reject or cancel any advertisement at any time, before or after insertion. Any specific page or position requests must be contracted in writing.
- c. Neither The Seattle Times Company nor any of their respective agents or affiliates shall be liable for any damages resulting from errors in, or non-publication of, advertisements, including but not limited to incidental, consequential, special, general, presumed or punitive damages or lost profits. Advertiser's sole and exclusive remedy for any publication or non-publication error caused by The Seattle Times Company is a refund of the advertisement's cost, based on the contracted rate, or one additional insertion of similar size at no charge. Advertiser must provide notice of error prior to the second insertion of the advertisement; otherwise no claim for repetition will be allowed.
- d. The Seattle Times Company may refuse to accept advertisements received after normal deadlines and is not responsible for errors in advertisements accepted after normal deadlines.
- e. Open rate contracts are not accepted.
- f. Advertising which resembles editorial content, in the sole opinion of The Seattle Times Company, must be captioned "paid advertising." The use of news heads, body type, typefaces, colors, page layouts, photographs, captions or other elements usually associated with our products in a manner that may be misleading is not permitted. Online advertisements with a white background, which resemble editorial content or pages on our online network, must have a border surrounding the entire advertisement.

### General

- a. The Advertiser and Agency agree, jointly and severally, to indemnify and hold The Seattle Times Company and their respective affiliates and their officers, agents and employees harmless from all costs, expenses (including reasonable attorney fees), liabilities and damages arising from the publication or distribution of any advertisement. This includes, without limitation, claims or suits for libel, privacy violation, copyright or trademark infringement, deception, or any other legal violation.
- b. Advertiser acknowledges that access to the Internet and World Wide Web is subject at all times to interruption and delay. The Seattle Times Company makes no warranty or representation that access to any advertisement or related matter will be continuous, free of errors, or without interruption. The Seattle Times Company makes no warranty or representation that the contents of its web sites, including but not limited to information, software, or other material, will be free of viruses, harmful components or materials.
- c. Neither The Seattle Times Company nor their respective agents or affiliates shall be liable for any failure to print, publish or circulate all or any portion of an advertisement, if such failure is due to acts of God, strikes, accidents or other circumstances beyond The Seattle Times Company's control.
- d. Waiver of any terms and conditions for a particular advertisement shall not constitute waiver as to any other advertising and may not be asserted or relied upon as modification or amendment of a contract. Any conditions other than those set forth in a contract and the current rate card in effect must be made in writing and attached to a contract. The Seattle Times Company will not be bound by any conditions, printed or otherwise, appearing on order blanks or copy instructions that conflict with any portion of the applicable rate card or contract.
- e. Any legal action arising from or related to a contract must be filed in an appropriate court within King County, Washington.
- f. A contract cannot be transferred or assigned without written consent of The Seattle Times Company.