



Terms & Conditions

1. Rates. All advertising purchased will be at the rates and on the terms indicated in this annual agreement. Agency may, in its discretion, from time to time, increase the rates listed on any rate card, modify the product/service offerings, or change its advertising terms. The Agency will inform the Advertiser of any increase in rates, new product/service modifications, or change in terms in writing 30 days prior to the effective date of the increase, modification or change that could impact this agreement. If the rates are increased, products/services modified, or terms changed, the Advertiser may cancel the remainder of the term of this Agreement, as of the date the new rates, modifications, or changes become effective. Advertiser must notify the Agency in writing if the Advertiser decides to cancel the remaining term of this Agreement because of increases, modifications, or changes not less than 10 days prior to the changes taking effect. If the Advertiser fails to provide such written notice, Advertiser agrees to be bound by the new rates. Product/service modifications, and terms, which will become a part of this Agreement and become effective on the date set forth in the Agency's notice.
2. Payment. Agency will issue invoices to Advertiser, and payment will be due net thirty (30) days from the invoice date. Failure to secure final approval from Advertiser on website designs, social media page creation, digital creatives or coop reimbursement on digital ads will not be considered a reason to delay payment beyond the due date. Interest will accrue at the rate of 10% per annum for any late payment. In addition to the amount owed for unpaid advertising and applicable interest or late charges, the Advertiser agrees to pay the Agency for all expenses incurred by it to **collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees.**
3. Termination. The Agency may reject an advertising order and/or immediately terminate this Agreement, upon notice to Advertiser for any of the following reasons: (a) if the Advertiser fails to make payment when due or otherwise fails to perform any of the provisions of this Agreement, (b) if the Advertiser makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Advertiser, (d) if the Advertiser ceases doing business or is likely to cease doing business or (e) in the opinion of the Agency, the credit of the Advertiser is or may be impaired. If this Agreement is terminated for any of these reasons, Advertiser will nevertheless remain liable for balances due on any products and services that were purchased, whether billed or unbilled, and Agency will send an invoice to Advertiser, which Advertiser agrees to promptly pay.
4. Indemnification. The Advertiser and/or the advertising agency signatory to this Agreement agrees to hold the Agency harmless and indemnify the Agency from all claims, suits, damages costs and expenses of any nature **whatsoever, including attorney's fees and court costs**, for which the Agency may become liable by reason of its distribution or publication of Advertiser's **promotions or advertising, including but not limited to claims or suits** alleging libel, privacy invasion, unfair competition, defamation, misuse of publicity rights, copyright infringement, dilution or trademark infringement under federal or state law, or otherwise based on the content of Advertiser's promotions or advertising, including illustrations, text, claims, etc.
5. Errors. The Advertiser may not claim a breach, terminate or cancel this Agreement if there are typographical errors, incorrect ad placements, under deliveries, omissions or errors in advertising, social media and website content provided by the Agency. The Agency agrees to take corrective action within 2 business days of notification by the Advertiser, that portion of the advertising, website or social media content which may have been rendered valueless by such typographical errors, incorrect ad placements, under deliveries or omission of copy, unless such error arose due to the error or omission of Advertiser, or after the advertisement, website or social media content had been set and proofed or otherwise confirmed by the Advertiser or the advertisement was submitted after start date. The Agency will not be liable to Advertiser for any loss or damage that results from a typographical error, incorrect ad placement, under delivery, omission or error related to the products and services it provides. The Advertiser may request a credit or make good pursuant to section 6 of this agreement.
6. Credits and Make Goods. When there are typographical errors, incorrect ad placements, under deliveries, omissions or errors in advertising, social media and website content the Advertiser may request a credit or make good. Credits): A request for a credit and any claim for adjustment due to errors must be made within two business days from the date the advertising, social media or website content goes live. If Advertiser notifies Agency of errors or omissions after Advertiser approves advertising, social media or website content no credit will be issued and Advertiser assumes all liability as a result of these errors or omissions. Credits for errors related to website and social media content not to exceed 20% of the Advertiser cost of the product or service according to the rate card. Credit for errors with

advertising not to exceed 100% the Advertiser cost of the product or service caused by such error according to the rate card. If there are disputes or discrepancies regarding a credit, the Advertiser may, prior to final resolution, deduct only **the amount in question from the charge and pay the balance. Make Goods): A request for a 'make good' in lieu** of a credit may be made by Advertiser for ad placements. Make goods for ad placements that served incorrectly, under delivered or contained incorrect content will be rerun by the Agency and the Advertiser will receive 20% more impressions at no charge as part of this remedy. The number of impressions used to calculate the make good will be based solely on the total number of impressions that served incorrectly and not the entire number of impressions that were contracted.

7. Advertising Agencies. An advertising agency who places advertisements and receives statements for its customer is acting as an agent for the Advertiser. The Advertiser remains responsible for payment of account balances, signing of contracts and for all other liabilities. Advertiser is deemed to have received refund payments, notices, and other documents when received by its agent. Agency commission, if any, is offered to recognized advertising agencies that will assume financial responsibility for all advertising placed by the advertising agency. Advertising Agency commission, if any, will apply to all charges and adjustments under this Agreement. If the Advertiser uses an agency, the Advertiser and the agency agree to be jointly and severally liable for any payment or amount required to be paid to the Publisher in this Agreement and for failure to comply with the terms of this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and suspended by this Agreement.
8. Ownership. All advertising copy which represents the creative effort of the Agency and/or utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Agency, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other advertising medium without payment for creative services to the Agency. All website and social media content is considered to be owned by the Advertiser once it has received final approval to go live and payment in full has been received and may be reused, shared and reproduced by the Advertiser.
9. Taxes. In the event that any federal, state or local taxes are imposed on the printing, publication or distribution of advertising material or on the sale of advertising or products and services produced by the Agency, these taxes will be assumed and paid by the Advertiser.
10. Advertising Content. The Agency may, in its sole discretion, edit, alter, omit, reject or cancel at any time any of Advertiser's digital advertising products or services to meet industry standards. All digital advertising placements are at the option of the Agency, unless a specific placement is purchased by the Advertiser. Failure to meet placement requests will not constitute cause for adjustment, refund, make good, termination or cancellation of this Agreement. Refer to section 6 of this agreement for Credits and Make Goods.
11. Excusable Delays. The Agency will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers and digital partners, the elements, flooding, power outages or interruptions or acts of God. The Agency's inability or failure to perform will not constitute a breach of this Agreement. Performance by the Agency of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Advertiser may, however, terminate this Agreement if suspension lasts more than thirty (30) days.
12. No Waiver. The Agency's failure to insist upon the performance by the Advertiser of any term or condition of this Agreement or to exercise any of the Agency's rights under this Agreement on one or more occasions will not result in a waiver or loss of the Agency's right to require future performance of these terms and conditions or to exercise its rights in the future.
13. Miscellaneous. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement and the Agency's current rate cards constitute the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended in writing signed by both parties. This Agreement may not be assigned by Advertiser without the prior written consent of the Agency. Each representative of a party signing this Agreement is fully authorized to legally bind the party. This Agreement will be governed by the laws of the State of Missouri, and any claims or legal action shall be brought in federal or state courts with jurisdiction with St. Louis, Missouri.