



Local Flavor Magazine * Mint Magazine * Savvy Shopper * Select Magazine * Coupon Clipper * House 2 Home
Reach Magazine * Home & Décor Ideas * Total Loyalty Solutions * Call Tracking * Clipper Graphics * LocalFlavor.com

Corporate Office located at 3708 Hempland Road, Mountville PA 17554

Phone: 888-569-5100 Fax: 717-509-9201 clippermagazine.com

Terms and Conditions

Clipper Magazine, LLC ("**Company**") publishes its local, regional and national advertising magazines under several brands along with various Off Page Products, including, but not limited to Clipper Magazine, Local Flavor, Mint Magazine, Savvy Shopper, Select Magazine, Coupon Clipper, House2Home, Reach Magazine and Home & Decor Ideas. Company has additional products and services (digital and non-digital) that are offered under additional brands, including but not limited to Total Loyalty Solutions, Call Tracking, LocalFlavor.com and Clipper Graphics. The term ("**Company**") may be used in this Agreement to collectively refer to Clipper Magazine, LLC and all its various brands.

The Agreement, entered into by and between Company and the Customer ("**Merchant**"), is subject to the Terms and Conditions contained herein and any attached addenda and insertion orders. (collectively, the "**Agreement**"). Merchant desires to procure from Company, and Company desires to sell to Merchant, on behalf of itself and/or its affiliates identified in this Agreement, the Services described on the Insertion Order ("**Insertion Order**"). Merchant may purchase any of the Services provided by Company or its various brands (each a "**Service**"), by submitting Insertion Order Forms. The Agreement, including these Terms and Conditions and any Insertion Orders, may be executed in counterparts, each of which shall constitute one agreement. The parties intend to be legally bound by the Agreement as stated, which Agreement supersedes all prior understandings, oral or otherwise, between the parties. Delivery may be by email or other electronic means and delivery shall become effective upon receipt. Company's failure to insist on or enforce strict performance of the Agreement shall not be construed as a waiver by company of any provision or any right it has to enforce the Agreement.

A copy of these Terms and Conditions will be available at:

<http://customeraccessportal.com/terms/TCV030117 2T.pdf>

The Company's privacy policy will be available at:

<http://customeraccessportal.com/privacy-policy.htm>

1. Term

The term of this Agreement will commence as of the Effective Date on the Insertion Order and shall continue in effect unless and until terminated as set forth herein. ("**Term**").



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2. Riders and Insertion Orders

Merchant's purchases of Services are subject to the terms set forth in the applicable Service-specific Rider of these Terms and Conditions (each a "**Rider**"). Merchant agrees to abide by such terms where applicable. The details regarding Merchant's purchase of a particular Service (e.g. mail dates, ad sizes, rates, etc.) will be described on the Insertion Order. Merchant agrees by authorizing the Insertion Order they personally guarantee all amounts due from Merchant to Company.

3. Economic Terms

3a. **Rates.** Rates for each Service will be calculated based on Company's (or its affiliates', if applicable) standard rate card for such Service ("**Standard Rates**"). Notwithstanding the foregoing, if Merchant is committing to an annual spend amount or making other firm commitments (e.g., placement, packages, frequency, and/or circulation commitments). Company and Merchant may agree that Merchant is entitled to discounts off of the Standard Rates on Services purchased in satisfaction of such Agreement. Any such discounts will be reflected in the rates noted on the Insertion Order. The rates offered by Company in connection with the Services purchased constitute confidential information and may not be disclosed by Merchant to any third party except as necessary to carry out the Agreement or as required by law.

3b. **Credit & Payment.** Merchant hereby applies for Services via separate Insertion Order and is subject to the payment terms described on the Rider. Company reserves the right to cancel credit that may have been granted to any Merchant at any time. Merchant allows Company to obtain credit bureau reports in connection with granting credit or collection of outstanding balances owed to Company.

i. Company may impose limitations on the number of ACH payments accepted and dollar amount of each payment when using this method of payment. When Company receives ACH payment instructions, payment will post within two to five business days of the scheduled date. Business days are considered Monday through Friday, excluding Federal holidays.

ii. If credit/debit card or ACH Debit information is provided to Company, then Merchant and the authorized user of such credit card or account hereby authorize Company to charge such credit card or account for all amounts which become due to Company under all Insertion Orders, including all charges incurred with cancellation or termination of future services. This authorization can be revoked only by written notice delivered to the corporate office in Mountville, PA.

iii. Company may accept letters, checks or other types of payments showing "payment in full" or using other language to indicate satisfaction of Merchant's debt ("**disputed amounts**") without waiving any of Company's rights to receive full payment under this Agreement.

iv. Merchant shall be liable for payment of all services provided pursuant to the Insertion Orders, even if some or all of the advertising and/or services are placed on a co-op basis with a third party.



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v. There is a fee of \$35.00 for any returned checks or returned ACH debit payment, and late fees shall also apply.

3c. **Late Payment.** In the event that payment is not made in accordance with the conditions of this Agreement, Company reserves the right at any time without notice to Merchant, to cancel or reject all or any of the advertising and or services which are the subject of this Agreement. If any advertising and or services are not provided due to nonpayment on behalf of the Merchant, it will be considered a violation of this Agreement and may result in cancellation penalties for that specific service. If any invoice is not paid in accordance with its terms, there shall be added thereto and made an integral part thereof a late charge at the lesser of 1% per month or legal rate on the unpaid balance for each month or fraction of a month, that such balance remains unpaid, plus all costs incurred in collection, together with attorneys' fees of 30% of such unpaid balance.

3d. **Taxes.** Merchant is responsible for all sales and use tax applicable to taxable products and services produced, distributed, and/or performed pursuant to the Insertion Order(s). Depending on state rules, the tax may apply to the selling price or Company's production costs. Merchant shall be liable and shall indemnify Company for all sales, use, service or other transaction taxes which are not billed at the time of payment, but which are ultimately determined to be payable in connection with the services/products provided. Merchant understands that the individual state and local taxes and their applicability may change, and that change may impact the tax reflected on the Insertion Order(s) and invoices. If there is a change in the tax as stated on the Insertion Order(s), the Company invoice will include the applicable tax amount. Merchants who pay monthly will be charged the appropriate tax with each monthly fee.

3e. **Billing/Credits.** Any claims by Merchant for a credit must be submitted in writing to Company within thirty (30) days of the invoice date or date of payment or the claim will be waived.

4. **Advertising Materials**

4a. **Content.** Merchant may, from time to time, provide Company with advertising materials, including, without limitation, text, data, video, audio, images, illustrations, and graphics, trademarks, service marks, and logos (collectively, "**Advertising Content**") for use in connection with Company's distribution of the Services purchased hereunder. Company may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by Merchant. Merchant acknowledges and consents to Company modifying its advertising materials, editing format, extracting images and components from such materials for use in any product or service purchased by Merchant.

4b. **Return of Materials.** Company may dispose of any description or advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made by Merchant.

4c. **Advertiser Approval.** Merchant agrees to assume responsibility for all errors in copy, where the materials printed correspond to the Merchant-approved proof. Merchant agrees to return proof within one business day of its receipt. Merchant will not unreasonably withhold its approval. If Company does not receive written notice of corrections within one business day, the final proof shall be deemed approved by the Merchant and the materials will print as they appear on the final proof. Merchant and signer each represents and warrants that Merchant has authority to permit Company to publish



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all materials (artwork, photos, fonts, text, etc.) provided to Company. Merchant and the signer personally shall indemnify, defend and hold harmless Company, its agents, directors, shareholders and employees for all liabilities, actions, loss, damage or expenses of any kind (including attorneys' fees) incurred in connection with Company's use of such materials including any Merchant-directed modification of the materials or components thereof. Any photos supplied by or taken by or taken on behalf of a Company representative are for exclusive use in Company products and may not be used elsewhere.

4d. **License.** Merchant hereby grants Company a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, mirror, distribute, modify, perform and display the Advertising Content (or any portion thereof) via print and on the websites (mobile and traditional), properties, applications and/or devices described in this Agreement (collectively, the "**Distribution Networks**"); (ii) to modify, copy, reformat, transmit and otherwise manipulate the Advertising Content in connection with such display; and (iii) to use Merchant's name and logo in connection with providing the Services and marketing and promotion of Company.

4e. **Clearances.** Merchant will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, "**Clearances**") from third parties necessary to enable Company to distribute the Advertising Content including, without limitation, Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertising Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertising Content. Merchant warrants that it has the right to use any trademark, trade name or service mark in the manner and in accordance with the copy submitted. Merchant further warrants it has the right to use any name, portrait, photograph, illustration or graphics shown included in the copy submitted to Company. Merchant agrees to give prompt notice in writing if it should cease to have such right. If requested by Company, Merchant shall provide a release form executed by each person, appearing in any portrait or photograph, consenting to publication of their image in connection with the Merchant's advertising and promotional materials.

4f. **Ownership.** All Advertising Content or other materials furnished by Merchant for use hereunder will remain the property of Merchant. Subject to Section 4b. (Return of Materials), will be returned upon request. All copy, services and technology which represents the creative effort of Company and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of Company, including all rights of copyright therein and to the publication, web services, e-mail, and mobile applications in which Merchant's information appears. Merchant may not modify such material or authorize the reproduction or use of such material in any medium without Company's prior written consent.

Merchant owns and assumes sole responsibility for the protection of its copyrighted material (in any writing, pictorial illustration, etc.) provided for inclusion in its advertising and /or services purchased.

4g. **User Information.** Merchant owns the email addresses and other user information ("Content") that Merchant provides directly to Company. This includes an email list owned by Merchant, menu items, and prices, and images provided directly by Merchant. Content that is collected on premises of the merchant via approved on-site collection boxes is the property of the Merchant. Content that is obtained via the Merchant website, mobile app, Facebook or their internet service utilizing



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Company technology is owned by Merchant. Content that is obtained via web sites, mobile application or other services under the Company or its affiliates is the property of Company.

5. Customer Information

Merchant owns the email addresses and other user information (“Merchant Information”) that Merchant provides directly to Company. This includes an email list owned by Merchant, menu items, and prices, and images provided directly by Merchant. Merchant Information that is collected on premises of the merchant via approved on-site collection boxes is the property of the Merchant. Merchant Information that is obtained via the Merchant website, mobile app, Facebook or their internet service utilizing Company technology is owned by Merchant. Merchant Information that is obtained via web sites, mobile application or other services under the Company or its affiliates is the property of Company.

6. Termination/Cancellation

Company reserves the right to terminate any Insertion Order in part or in its entirety at any time with or without cause. Company also reserves the right at its sole discretion, to change their rates, mail dates, mailing areas, book names, book numbers and issue codes at any time. Company may change, modify, add or delete portions of this Agreement or Insertion Order upon 30 days written notice to Merchant. Within 30 days of notice of Agreement changes, Merchant may cancel pending Insertion Orders without penalty if any such change is not reasonably acceptable. If Merchant does not so notify Company, such change will be deemed agreed to by the parties. Under any termination of Insertion Orders by Merchant or Company, Merchant will continue to be obligated to pay all amounts owing for services that have already been provided or any Insertion order that is in effect, and to otherwise meet these Terms and Conditions, including all Riders.

7. Disclaimer of Warranties and Limitations of Company’s Liability

Company makes no warranties, express or implied, with respect to results Merchant may obtain through products and services supplied by Company. Company intends to use commercially reasonable efforts in accordance with this however, it is possible for errors, omissions or other mishaps to occur. Company shall have no liability in such a case. Company does not guarantee response, exact color matches, position or exclusivity. Company shall not be liable to Merchant for any indirect, special, consequential, punitive or other damages.



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8. Indemnity

8a. **Indemnification.** Merchant agrees to indemnify, defend and hold harmless Company from all claims (whether valid or invalid), suits, judgments, proceedings, losses, damages, costs and expenses, of any nature whatsoever (including reasonable attorneys' fees) for which Company, or any of its affiliates, may become liable by reason of Company's publication of Merchant's advertising and/or services provided by Company, unless due to Company's gross negligence or willful misconduct.

8b. **Duty to Defend.** Merchant shall defend at its own expense any claim instituted by any person or entity against Company or any of its affiliates from a claim covered by Section 8. The Company will have the right, at its or their option, to defend such litigation jointly with Merchant. Merchant may not agree to any settlement that imposes any obligation or liability on Company or any of its affiliates without Company or its affiliate's prior written consent. This indemnity obligation shall survive any termination of this Agreement.

9. Agencies

9a. **Agency.** If Merchant is an agent for the entity on behalf of whom the advertisement and or services are provided, Merchant shall be liable for complying with the Agreement, including payment for all advertising and/or services provided regardless of the entity's failure to pay Agent.

9b. **No Sequential Liability.** Company does not accept advertising orders or space reservations claiming sequential liability. This Agreement renders void any statements concerning liability which appear on correspondence from Merchant or any entity the Merchant may be representing.

10. Miscellaneous

10a. **Force Majeure.** Each party's obligations under this Agreement are conditional on strikes, fires, acts of God or the public enemy, war, or any cause not subject to the control of such party.

10b. **Severability.** If any paragraph or portion of this Agreement is declared invalid under local law, it is only to that extent to be omitted, and all other term or condition of this Agreement shall remain in full force and effect.

10c. **Assignment.** Merchant may not assign any of its rights and/or obligations hereunder or this Agreement without Company's prior written consent. Company shall have the right to assign, delegate or transfer, its rights and obligations, under this Agreement, in whole or in part. Company shall provide written notice to Merchant of any such assignment.

10d. **Assistance.** Merchant acknowledges that Company may from time to time provide Merchant with marketing advice and other coaching, template design. Merchant acknowledges that such assistance and information is provided as a convenience and that such assistance and information are not intended to and do not constitute legal advice. Company shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Merchant in reliance on information or advice provided by Company.



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10e. **Governing Law/Venue/Jurisdiction.** This Agreement, including subsequent Insertion Order(s), are entered into in Lancaster County, Pennsylvania, and all parties hereto consent to personal jurisdiction in the courts of the Commonwealth of Pennsylvania sitting in Lancaster County, for all actions arising under or in connection with these Agreements. This Agreement shall be governed and construed according to the laws of New York without regard to its conflict of law's provisions.

10f. **Waiver of Jury Trial.** The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross claim against the other arising out of or connected in any way to this Agreement.

10g. **Third Party Beneficiaries.** The disclaimers and limitations of liability made by Company, and the representations and warranties made by Merchant in this Agreement shall apply to Company's affiliates and vendors, as intended third party beneficiaries of this Agreement.

10h. **Electronic Contract.** The following provision applies if the Agreement is accepted electronically. The Agreement (including addenda of) is an electronic contract that sets out the legally binding Terms. Merchant or its authorized agent indicates acceptance of the Agreement by checking the Acceptance box on the electronic device and providing an electronic signature on the Insertion Order. Merchant may also acknowledge and authorize the entire Agreement including its Terms and Conditions by providing an authorization via email upon receipt of the Insertion Order Form to: order-confirm@clippermagazine.com.



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Rider A- Print Advertising- Local, Regional and National Advertising Magazines

If Merchant is purchasing (i) print advertising ("Print Ads") for display in Company's Local magazines, Regional supplement and/or National supplements collectively referred to as Magazines ("Magazines") or (ii) our Call Tracking Service specified in the applicable Insertion Order, then the additional terms and conditions set forth in this Rider A will apply to each Insertion Order that Merchant submits for such services.

1. Advertising Materials.

1a. **Submission of Advertising Materials.** Unless otherwise agreed to by the parties in writing, Merchant will provide necessary text, data, images, illustrations or graphics and/or other materials ("Ad Copy") with respect to the Print Ads(s). Merchant will submit the ad or Ad Copy in accordance with the applicable Company policies (if applicable) including policies regarding artwork specifications, format and submission deadlines.

1b. **Ad Copy Deadlines.** Merchant will provide Company all applicable ads or Ad Copy by Company's deadline (as designated by Company), in a format suitable for display in the Magazines, as applicable, via transmission method mutually agreed upon by the parties. Merchant shall have the right to make any changes after submission of copy, provided that it submits any such changes to Company no later than Company's standard deadline (as designated by Company). Merchant shall pay all expenses connected with the delivery of the materials, ad or ad copy to Company.

1c. **Permission.** Merchant agrees that Company may display any printed ad and/or coupon, on Company's web sites, third party web sites, mobile devices, optical or electronic media, or other similar formats ("New Media Formats") for the term of the advertisement. Additionally, Merchant agrees its business contact information may be listed in the online directory on such websites. Should Merchant not want its coupon or ad published on any of the New Media Formats, Merchant can unsubscribe upon written notice to Company. Additional online & mobile device service charges will still apply.

1d. **Reservation of Rights.** Company may reject, remove or cancel any On Page Ad, space reservation or position commitment at any time in its sole discretion. Company also may edit, reject or remove at any time, any Ad or other material submitted by Merchant or its Agency.

2. Call Tracking

Company may be unable to guarantee certain telephone exchanges in certain areas for their assigned Call Track Numbers.

3. Payment



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3a. **Payment Terms.** Merchant hereby applies for advertising/services via separate Insertion Order and is subject to the payment terms described below:

- i. **Local Magazine and Regional Supplement Print Ads.** 50% (fifty percent) deposit due upon approval of the Insertion Order. The balance is due 5 (five) days prior to Company's scheduled print date unless otherwise specified on the Insertion Order. The print date for local books is 13 (thirteen) days prior to mail week date noted on the Insertion Order and for Regional Supplements it is 20 (twenty) days prior to the mail week date listed on the Insertion Order.
- ii. **National Supplement Print Ads:** 50% (fifty percent) due upon signing of the Insertion Order. Balance due 7 (seven) days prior to print dates unless otherwise specified on the insertion order. (Print Dates for National Supplement are approximately 30 (thirty) days before the initial mail week date that is listed on the Insertion Order.)
- iii. **Call Tracking.** Call Tracking is a monthly service which requires monthly payments for the length of time the Merchant's on page advertisement(s) are valid. Monthly rates will be provided at the time of the sale and payment will be due at the time the call tracking number is activated.
- iv. **Monthly Billing.** Corporate Office must approve all monthly billing programs. Merchant understands that the initial payment is due upon submission of the Insertion Order to the Company. Monthly Payments are required to be processed automatically via credit card or ACH debit on a pre-determined date. The date and amount will be displayed on the Insertion Order. Merchant understands the monthly payment does not represent the full cost of the advertising being placed that specific month. If monthly payments are not made accordingly then the Monthly Billing Program will be cancelled and all balances due for services performed will be due immediately. This will also cause an interruption in your contracted services.

4. **Cancellation/Termination**

All cancellations must be in writing and sent to 3708 Hempland Road, Mountville, PA 17554-0610 to the attention of the Accounts Receivable Department. Cancellations can also be faxed to (717) 509-3912.

4a. **Cancellation Policy for Local Magazine, Regional Supplement and National Supplement Print Ads.** Merchant may cancel an Insertion Order without penalty within 3 (three) business days of approving the Insertion Order, if no Ad copy has been submitted. If Ad copy has been submitted, Merchant will be liable for 100% (one hundred percent) of the rate on the Insertion Order. On the 4th (fourth) day if Merchant cancels and Ad copy has not been submitted, Merchant will be liable for 50% (fifty percent) of all unpublished ads. Merchant is responsible to pay for all products that have printed.

4b. **Cancellation Policy for Magazine Print Ads included in Monthly Billing Program.** Merchant may cancel Insertion Order without penalty within 3 (three) business days of approving, if no Ad copy has been submitted. On the 4th (fourth) day after approving the Insertion Order or after any submission of Ad Copy, if Merchant requests to cancel the remainder of their services, Merchant will be responsible to pay all delinquent monthly installments as of the date cancellation is received in our corporate office and up to 50% (fifty percent) of the unpublished ads. Once all ads have



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published, Merchant may not cancel Insertion Order and will be responsible to pay all monthly installments as contracted.

4c. **Cancellation of Call Tracking Service.** Merchant may cancel this service if the Call Track Number has not been assigned.

5. Disclaimer of Warranties and Limitations of Company's Liability

5a. **Liability.** Company's liability to Merchant for delays in publication (including publications containing assigned Call Track Numbers), failure to include all or any items in a publication or from errors with any product or service shall not exceed the amount paid for the relevant part of such advertising, product or services in which the errors or omissions occurred. Company shall not be required to correct any error or omission in any advertising, product or service. Merchant understands that the Magazine or any direct mailed product may not be delivered to consumers' homes for up to 6 (six) days after Company's projected mail week due to U.S. Postal Regulations. Company has no liability for results of call track numbers or malfunctions or service issues.

5b. **Circulation.** Company reserves the right to increase circulation without notification for Magazine print ads. In such event, there would be no cost to the Merchant unless rate established is based on cost per piece mailed.

Merchants who place advertising in the National Print Magazines should be aware that it may be necessary for Company to adjust the circulation of specific Local Magazines in a region and/or to use multiple Local Magazines that comprise the purchased regional circulation rather than one Regional Magazine. This may cause Merchant's ad to appear in additional or different magazines in order to better fulfill the terms of this Agreement. If this were to happen, Merchant's original rate would be appropriately adjusted to reflect the increase or decrease in circulation.



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Rider B- OFF Page Products and Menus

If Merchant is purchasing one of the Off Page Products such as Postcards, Wrap Cards, Inserts, and/or Menu's to be specified in the applicable Insertion Order then the additional Terms and Conditions set forth in this Rider B will apply to each Insertion Order Merchant submits for such services.

1. Advertising Material

1a. **Menu Expense.** Company will hold Menus for direct mailings for no longer than 90 (ninety) days after printing. If after 90 (ninety) days, the Menus have not been mailed, Company will give the Merchant the opportunity to have the Menus shipped to their desired location at Merchant's expense. If Merchant fails to pay shipping costs then Merchant understands that the Company has the right to dispose the remaining Menu.

1b. **Changes to Proof.** Merchant is limited to 3 (three) proofs before additional charges are incurred. Any additional charges will be billed at \$65.00 per hour in 30 (thirty) minute increments.

1c. **Menu Approval.** Merchant must approve final artwork for Menus within 120 (one hundred twenty) days of approving the Insertion Order. Company reserves the right to cancel contract, and retain deposit, if these conditions are not met.

1d. **Copyright.** All menus created by Company will be branded with a copyright tag.

2. Payment

2a. **Shipping Charges.** Shipping Charges and additional overruns shall be billed separately.

2b. **Payment Terms for Postcards, Wrap Cards, Solo Post Cards and Inserts.** A minimum of 50% (fifty percent) of estimated total will be required as a deposit, which is due upon approval of the Insertion Order. All deposits are non-refundable. Estimated Balance is due 5 (five) weeks prior to mail week. In the normal course of business, circulations may fluctuate which may cause your mail quantities to vary. If this were to happen, your total cost will be adjusted accordingly and you would receive a final bill at mailing.

2c. **Payment Terms for Menus.** A 50% (fifty percent) deposit is due upon approving the Insertion Order. The 50% (fifty percent) deposit is non-refundable and required in order to start production on Menus. Balance due at final proof. Menus will not be printed without full payment being received and receipt of an authorized proof.

3. Cancellation

3a. **Cancellation Policy for Postcards, Wrap Cards, Solo Post Cards and Inserts.** Merchant may cancel an Insertion Order without penalty within 3 (three) business days of authorizing the Insertion Order, providing no ad copy has been submitted. If ad copy has been submitted, Merchant will be liable for 100% (one hundred percent) of the rate on the Insertion Order. On the 4th (fourth) day and beyond if Merchant cancels and ad copy has not been submitted,



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Merchant will be liable for 50% (fifty percent) of all unprinted Off Page Products and 100% (one hundred percent) of all Off Page Products that have printed.

3b. Cancellation Policy for Menus. 50% (fifty percent) deposit is non-refundable and required to begin working on Menus. If Merchant cancels Insertion Order and ad copy has not been received by Company then Merchant will only forfeit deposit. If the Insertion Order is cancelled and ad copy has been received by Company, Merchant will forfeit any deposit and pay a \$500.00 cancellation fee which will be due immediately.

4. Disclaimer of Warranties and Limitations of Company's Liability

4a. **Circulation.** When purchasing Postcards, Wrap Cards, Solo Postcards and Inserts, Company will make commercially reasonable efforts to ensure all zip codes/postal route requests are met. However, certain products are exclusive and may not be available for all mail dates. In such circumstances, we may substitute those requested zip codes/postal routes with available ones within a reasonable distance from your business location to meet your specific quantity. If the quantity changes due to these substitutions the total cost will be adjusted accordingly.

4b. **Liability.** Company's failure to include all or any items in a product or from errors with any product or service shall not exceed the amount paid for the relevant part of such advertising, product or services in which the errors or omissions occurred. Company shall not be required to correct any error or omission in any advertising, product or service.



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Rider C- Digital Advertising Services:

LocalFlavor.Com Discount Certificate Programs, Online Advertising, Total Loyalty Solutions Email, App and/or Website Programs

If Merchant is purchasing Online Advertising, one of our Discount Certificate Programs from Local Flavor.com or one of our Total Loyalty Solutions (“TLS”) Email, App or Website Programs, collectively referred to as (“Digital Advertising Services”), to be specified in the applicable Insertion Order then the additional terms and conditions set forth in this Rider C will apply to each Insertion Order that Merchant submits for such services.

1. Local Flavor.com Discount Certificates

Merchant wishes to provide, through the Company website, located at: www.LocalFlavor.com or any successor URL and via selected third party web sites and mobile applications, (the “Site”), the opportunity for consumers (“Consumers”) to purchase certificates that provide a discount on the purchase of Merchant’s goods or services (“Discount Certificates”). The amount that a consumer pays for the Discount Certificate is the (“Price.”) The amount for which consumers may redeem a Discount Certificate with Merchant is the (“Value.”) Company will determine, in its sole discretion, whether and when to schedule a Discount Certificate for promotion. In order to promote each Discount Certificate that Company schedules for promotion, Company will send at least 1 (one) email to Site subscribers containing the terms of Merchant’s Discount Certificate promotion. Except as otherwise stated on a Discount Certificate or required by law, the restrictions set forth in the Terms of Service located on www.LocalFlavor.com website, shall apply to all Discount Certificates.

2. Discount Certificate Description

Merchant shall provide to Company a detailed description for each Discount Certificate offer. Such detailed description shall include the Featured City, the Price and the Value of each Discount Certificate, the duration of the time period during which consumers may offer to purchase the Discount Certificate (the “Offer Purchase Period”), a description of the products and/or services that can be redeemed using the Discount Certificate, the retail value of those products and/or services, any limitations or exclusions on products and/or services that can be redeemed using the Discount Certificate, any applicable taxes, charges or fees and any other unusual or important features, conditions, or restrictions. An expiration date of 6 (six) or 12 (twelve) months will generally apply. Merchant



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represents and warrants that all descriptions and information provided to Company will be accurate, complete and in compliance with all applicable laws.

Featured Magazine Ad with Online Deal will run online for the length that the magazine is valid, but a minimum of 14 (fourteen) days from the latest in-home date unless Merchant specifically states limited number of certificates in the details of the deal. Online-only deals will run for up to 72 (seventy-two) hours unless otherwise requested. Community Co-op Packages will have corporate approved deals that run online until the cost of the featured magazine ad is paid.

Merchant will not be guaranteed a specific ad position in the magazine under any circumstances for any featured magazine ads included in any Discount Certificate Packages.

Merchant understands that Discount Certificates may be displayed in multiple surrounding markets at no additional charge. Merchant agrees that at the sole discretion of Company, the Discount Certificate may be featured on several Affiliate Websites. Upon the written agreement of the parties, this Agreement may be extended to cover additional Discount Certificates, materials, or time periods upon the same Terms and Conditions.

3. Company is not Product/Service Provider

Company is responsible only for the administration of the Discount Certificate promotion. Company does not act as agent for either the Merchant or the Consumer for any purpose. Merchant, not Company, is the vendor and the provider of the products and/or services promoted in any Discount Certificate promotion, and Company assumes no responsibility for such products and/or services in any respect. Merchant is solely responsible for such products and services. Merchant, not Company, is the issuer of the Discount Certificates. Any terms and conditions applicable to the products and/or services described in the Discount Certificates are the responsibility of the Merchant and the Consumer, and not of the Company.

4. Merchant Responsibilities

4a. **Merchant Responsibilities Pertaining to Discount Certificates.** Merchant agrees to fully cooperate with the promotion, sale and redemption of Discount Certificates. This includes, but is not limited to the following:

- i. Merchant agrees to accept valid Discount Certificates in exchange for products and/or services as described in the promotion, regardless of consumer purchase date.
- ii. Merchant shall not use any method, mechanism, device or software to affect the proper functioning of the Discount Certificate promotion.
- iii. Merchant is obligated to use Company's digital redemption system to track redeemed Discount Certificates and Digital Coupons. Go to:

<https://www.localflavor.com/content/files/AdvertiserAssets/Merchant%20MobileApp.pdf> for more



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information about the digital redemption system. Merchant may opt out of using this service by sending an email to: order-confirm@clippermagazine.com

- iv. Merchant agrees not to conduct or engage with third parties in any similar online offer during the Offer Purchase Period nor in the 3 (three) weeks prior.
- v. In the event that Merchant does not honor the certificates after the Magazine ad is printed (if applicable), Merchant is liable for the uncovered value of the ad as noted on the Insertion Order plus any credit card processing fees not covered. If there is no printed magazine ad associated with the deal the Merchant will be liable for any refunds given to consumers affiliated with this deal.
- vi. If Merchant terminates deal early before on-page ad value noted on the Insertion Order is achieved, Merchant is liable for the uncovered value of the ad.
- vii. If Merchant's business is sold or transferred Merchant will remain liable for honoring all Discount Certificates if proper arrangements are not made with new owners.
- viii. Merchant agrees not to change the deal terms after Insertion Order is signed unless jointly agreed with LocalFlavor.com Management at the corporate office.
- ix. Merchant agrees to complete the ACH Debit Set-up Information before any Merchant Share payment is made.
- x. Merchant understands that any remittance amounts are considered taxable income to the Merchant and will be reported to the IRS on form 1099-Misc after the end of the calendar year.

4b. Merchant Responsibilities Pertaining to TLS Programs.

- i. Merchants purchasing services from TLS represent that it has a functioning website.
- ii. If Merchant uses the TLS database for any purpose other than the services provided in their insertion order, Merchant agrees to take full responsibility and liability for following all federal regulations.
- iii. Merchant agrees to forward to Company any written requests to unsubscribe that they receive directly from a consumer who is included in the TLS database. This request must be forwarded within 10 (ten) business days of its receipt.
- iv. The information in the TLS Database provided by Merchant may be returned to the Merchant upon written request at no charge providing the Merchant does not have an outstanding balance with Company or any of its affiliates.
- v. Merchant acknowledges that TLS will have a third party service provider and Merchant agrees to be bound by any third party terms that may apply.

4c. Unsold Discount Certificates. Merchant grants Company the right to use any unsold Discount Certificates as gifts, discounts, and/or prizes in sweepstakes and contests conducted by Company.



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5. **Failure to Promote Discount Certificates.**

Company is not required to promote any Discount Certificate or other material for the benefit of any person or entity other than Merchant. If, for reasons beyond Company's control, including, but not limited to, legal restrictions, acts of God, labor disputes, force majeure, necessity, mechanical or electronic failure, there is an interruption or omission of the display or promotion of any Discount Certificate or other material to be displayed hereunder, Company may suggest a substitute time period for the display of the interrupted or omitted Discount Certificate or material. Such substitution in time period shall be Merchant's sole remedy for any failure to display or promote a Discount Certificate and Company shall have no further liability, including print advertising.

6. **Termination.**

Company may terminate any LocalFlavor.com program or TLS programs upon providing written notice to Merchant if Merchant breaches any provision of this Agreement. TLS Programs will be enforced for 12 (twelve) months and will automatically renew after the 12 (twelve) month period unless cancelled by Merchant.

7. **Consumer Information**

Merchant owns the email addresses and other user information ("Content") that Merchant provides directly to Company. This includes an email list owned by Merchant, menu items, and prices, and images provided directly by Merchant. Content that is collected on premises of the Merchant via approved on-site collection boxes is the property of Merchant. Content that is obtained via the Merchant website, Merchant branded mobile app, Merchant Facebook page or other internet service that may use TLS technology is owned by Merchant. Content that is obtained via Company branded web sites, mobile applications and other Company brand media is the property of Company. Company branded media includes those of its affiliates and their brands.

8. **Payment**

8a. **Merchant Share/Allocation of Proceeds for Discount Certificate Programs.** Merchant understands that the payment for sold Discount Certificates will be withheld until the Federal Tax ID/Social Security Number and direct deposit banking information is provided.

- i. **Featured Magazine Ad with Online Deal Program-** Merchant agrees to print advertising space as noted on Insertion Order. Merchant Share is the percentage noted on Insertion Order multiplied by the collected payments that exceed the value of the advertising space as indicated on Insertion Order.
- ii. **Community Co-op Program:** Merchant provides Discount Certificates, generally 2x (twice) the value of a pre-arranged rate noted on Insertion Order for published advertising. Company retains 100% (100 percent) of the proceeds from the sale of the certificates.



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- iii. Future Ad Deal Program: Merchant may also provide Discount Certificates and have Company hold 100% (100 percent) of the proceeds on Merchant account for future purchases with Company. Merchant understands that held proceeds must be used toward future advertising within one year of online deal closing to avoid losing funds. If outstanding balances owed to Company by Merchant become delinquent then these funds may be applied towards the outstanding balances at the discretion of Company.
- iv. Online Deal (Only) - Merchant Share is the percentage noted on the Insertion Order multiplied by the collected payments.
- v. Allocation of Merchant Share. Merchant authorizes Company to apply any portion or all of the Merchant Share from any LocalFlavor.com promotion toward any outstanding balances owed to Company or its affiliates due to any services from Company.

8b. **Remittance Amount for Discount Certificates**. Company will remit to Merchant the Merchant Share minus a credit card processing fee of 2.5 % (two and one-half percent) of the Collected Payments.

8c. **Remittance Date for Discount Certificates**. If 1/3 (one-third) of the total Remittance Amount is greater than or equal to \$100.00 Company will pay an initial payment or one-third of the Remittance Amount within 5 (five) business days after the end of the Offer Purchase Period (“Deal Closing”).

Company will pay the remaining balance of the Remittance Amount less any subsequent refunds, credit card chargebacks or other adjustments impacting the Collected Payments, within 30 (thirty) calendar days of the Deal Closing.

8d. **Payment for TLS Programs**. Initial Payment includes set up fee, one-time location fee, and any one-time special services noted on Insertion order, initial payment and fees will be charged upon acceptance of Insertion Order by corporate office and is non-refundable. The first month’s installment will be charged once the app goes live, initial email is sent, or 30 (thirty) business days from the initial proof being generated regardless of approval. All subsequent monthly installments will be processed on that same corresponding date. Any manual data entry, other than Company’s sign up cards or electronic files will be billed an additional charge. Entry includes name, email address, zip code and birth date/anniversary. Additional information can be entered with an additional charge. In the event a TLS package is approved to be paid for with certificates Company will offer these certificates for sale at its discretion on an annual or semi-annual basis, unless indicated on the Insertion Order. There is a Fee of \$35.00 for any returned checks.

8e. **Payment for Online Advertising**. All services are prepaid. Payment is due upon signing the Insertion Order. A detailed activity report can be provided upon request.

9. **Agency**

If Merchant is using an advertising agency for the purposes of this Agreement, Merchant and such agency (the “Agent”) shall be jointly and severally liable hereunder, and Company may pursue any applicable remedies in the



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event of default (including any under- or non-payment) against Agent or Merchant or both without any requirement of first seeking a remedy from one or the other. This Agreement renders void any statements concerning liability which may appear on correspondence from Agency or Merchant. Merchant and Agent further agree that Company does not and will not accept Order Forms claiming sequential liability. The person or entity signing this contract on behalf of Merchant warrants that such person or entity is duly authorized and has the full power to bind Merchant to this contract, and agrees to indemnify and hold Company and its subsidiaries and affiliated companies, and all of their respective employees, officers, directors, agents, successors and assigns, harmless from any and all claims, losses, damages or costs (including reasonable attorneys' fees) arising out of a breach of the foregoing warranty. Merchant shall be solely responsible for any commission or other payment due to Agent.

10. **User Information**

Any user or usage data or information collected via the Site or related to the Site shall be the property of Company. Merchant shall have no rights in such information by virtue of this Agreement.

11. **Taxes & Licenses**

It is the Merchant's responsibility to ensure that all taxes that apply to the products or services have been collected, reported, and remitted to the appropriate tax authorities. Merchant also understands that any remittance amounts for merchant shares on Discount Certificates are considered taxable income to the Merchant and will be reported to the IRS on form 1099-Misc after the end of the calendar year. It is Merchant's responsibility to obtain any applicable or necessary licenses, conveyances, or any other form of approval for the products or services sold and to any fees associated therewith. Merchant warrants that Merchant is registered for sales and use tax purposes in all states in which Merchant's goods and services will be provided pursuant to the terms of the Discount Certificate.

Merchant shall be liable and shall indemnify Company for all sales, service or other taxes which are not collected at the time of payment, but which are ultimately determined to be payable in connection with this Agreement. Merchant understands that the individual state and local sales taxes and their applicability may change which may impact the tax noted on invoices. If there is a change in the sales tax as stated in this Agreement, payment to Merchant will be adjusted accordingly.

12. **Advertising Material**

12a. **Position**. Merchant will not be guaranteed a specific ad position in the Magazine under any circumstances for any featured magazine ads included in any digital advertising packages.

12b. **Online Ad Delivery**. Merchant will provide to Company the Digital Coupons ("Online Advertising") in a format suitable for posting on the site and via a transmission method mutually agreed upon by the parties in a mutually agreed upon time frame of the desired posting date. Merchant shall have the right to change any advertisements(s), provided that it submits to Company any such changes at least 48 (forty-eight) hours in advance of the desired posting date. Merchant shall pay all expenses connected with the delivery of the Advertisement(s) to Company.



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12c. **Expense.** Company may dispose of any description or advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made by Merchant.

12d. **Reservation of Rights.** Company may, in its sole discretion, edit, reject or remove from its Site at any time any Discount Certificate or other material submitted by Merchant or Agent.

13. **Consumer Feedback**

Merchant acknowledges and agrees that consumers may be given the opportunity to provide reviews and/or feedback relating to Merchant and its products or services on sites where the Digital Advertisements are displayed; that some of such reviews and feedback may be positive, while other such reviews and feedback may be negative; that Company cannot and does not review all such reviews and feedback, nor does Company have any control over such reviews and feedback; and that under no circumstances shall Company be held responsible or liable for any claims or damages arising out of any reviews or feedback, nor shall Company be obligated to edit or remove any reviews or feedback from the Site.

14. **Compliance with Laws**

The Site and the Products shall only be used for lawful purposes and Merchant shall use the Site and the Products only in compliance with this Agreement, the CAN-SPAM Act and regulations thereunder and all other applicable U.S., state, local and international laws in your jurisdiction, including but not limited to (a) Canada's Anti-Spam Legislation and any other policies and laws related to unsolicited emails, spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws.

15. **Technical Quality**

Company shall not be responsible for any Merchant content that is not properly displayed or that cannot be accessed or viewed because the material was not received by Company in the proper form, in a timely manner, or in an acceptable technical quality for display. This Agreement cannot be invalidated for, and Company will not be liable for, typographical errors, incorrect insertions or omissions in any Digital Advertising materials displayed pursuant to this Agreement or omitted from display including print advertising.

16. **Representation and Warranties**

Merchant represents and warrants that all terms and descriptions for Digital Advertising and other material it supplies to Company (a) is original, accurate, and complete, and shall comply with all applicable laws, rules, and regulations, including without limitation all applicable laws, rules, and regulations governing: (i) gift certificates, coupons, unclaimed property, and escheat, and (ii) the products and services provided by Merchant; and (b) does not contain libelous or slanderous material, or violate or infringe the personal or proprietary rights of any person or other entity (including without limitation rights of copyright, trademark, privacy or publicity). You agree to comply with the Federal Reserve rules for gift cards and gift certificates which went into effect on August 22, 2010,



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and any subsequent rules that have come into effect. Company does not guarantee any minimum level of sales of Discount Certificates or any response in respect to any Digital Advertising provided to Merchant by Company.

17. **Indemnity**

Merchant will indemnify and hold Company, its site vendors, third party distribution affiliates, parent and all of their respective subsidiaries and affiliated companies, employees, officers, directors, agents, successors and assigns (each an "Indemnified Party"), harmless against all claims, losses, damages, and costs (including reasonable attorneys' fees), resulting from any and all Digital Advertising Services provided by Company or other material of Merchant on the Site or the Merchant's site (including without limitation claims that the Digital Advertising contains libelous or slanderous material, or violates applicable law or the personal or proprietary rights of any person or other entity, or claims based on Merchant's negligence or strict liability for a defective product), (c) the breach or alleged breach of any representation or warranty made by Merchant in this Agreement, (d) any claim relating to Merchant's products or services, a Discount Certificate, the promotion of a Discount Certificate, or the redemption of a Discount Certificate, or (e) any taxes or unclaimed property liability arising out of the promotion and/or redemption of a Discount Certificate. Merchant shall defend at its own expense any litigation instituted by any person or entity against an Indemnified Party resulting from a claim covered by the preceding sentence. An Indemnified Party shall have the right, at its option, to defend such litigation jointly with Merchant.

18. **Disclaimer; Limitation of Liability**

All Discount Certificates, and the products and services for which a Discount Certificate may be redeemed, are promoted by Company on the basis of the representations made by the Merchant. Company makes no warranties express or implied, and Company shall have no liability or responsibility to Merchant or any other person with respect to any liability, loss or damages, including, without limitation loss of profits or special or consequential damages, caused by or arising out of, either directly or indirectly, any breach by company of any provision of this Agreement, or in any manner arising out of or in connection with any Discount Certificate or Discount Certificate promotion, advertisement, or other material displayed on the "site" or Merchant's site(s), the manner in which any material is displayed on the "site" or Merchant's site(s), or the failure to display any Discount Certificate or Discount Certificate promotion, advertisement, or other material on the "site" or merchant's site(s). Specifically, and without in any way limiting the foregoing, company does not represent or warrant that any Discount Certificate or Discount Certificate promotion, advertisement(s), or other material will be displayed on the "site" or merchant's site without interruption or error. In no event shall Company's liability for any reason or under any theory exceed the amount paid to it by Merchant as stated on Insertion Order.

19. **Third Party Beneficiaries**

The disclaimers and limitations of liability made by Company, and the representations and warranties made by Merchant in this Agreement shall apply to Company's vendors as intended third party beneficiaries of these Terms and Conditions.



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20. **Cancellation**

All requests for cancellation must be in writing and sent via fax to 717-358-2588, mailed to 3708 Hempland Road, Mountville, PA 17554-0640 or emailed to: order-confirm@clippermagazine.com.

20a. **Cancellation Policy for LocalFlavor.com Programs.** Either Company or Merchant may terminate a LocalFlavor.Com Program at any time, with or without cause, upon 30 (thirty) days' prior written notice, but Merchant is responsible to honor any Discount Certificates that have been previously sold until their expiration.

20b. **Cancellation Policy for TLS Programs.** If cancelled within 3 (three) days of signing, and no work has commenced on the order, Merchant is liable for a \$100.00 cancellation fee. If cancelled after the third day and before the 13th (thirteenth) month, Merchant will be liable for the set-up fee and the first 12 (twelve) months fees. After the 12th (twelfth) month, Merchant has the right to terminate the Service with 30 (thirty) days written notice. All unpaid balances will be due at the time of termination.

20c. **Cancellation Policy for Online Advertising.** Online Ad fees are non-refundable once the ad has been placed on Company site or email has been sent. If Merchant chooses to cancel the Online Ad before the end of the agreed-upon term, Company will remove the listing or not send future scheduled emails at your request; however, the ad fee will not be returned. If Merchant's Online Ad is not displayed for 24 (twenty four) consecutive hours because of technical difficulties, we will extend the time of your ad to cover any banner impressions missed. If your ad is not emailed when scheduled because of technical difficulties, we will send the email as soon as commercially reasonable.

21. **Security**

The Merchants database is kept private and secure. It is backed up at least weekly using firewall-protected facilities. Company will not market to the Email list provided by Merchant without Merchant's consent.

22. **Governing Law for Digital Advertising Services.**

These Terms and Conditions as they refer to Digital Advertising Services are governed by the laws of the State of New York, without reference to its conflict of law rules.