

# Clipper Magazine, LLC Terms and Conditions

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This document constitutes the Terms and Conditions between Clipper Magazine, LLC, a Gannett Company (“Clipper”) and the Customer (“Customer”) or all services (“services”) purchased hereon and supersedes all prior understandings, oral or otherwise, between the parties. For certain digital services the Customer may also be referred to as (“Merchant”). The parties intend to be legally bound by these Terms and Conditions as stated. Clipper publishes its local, regional and national advertising magazines under several brands along with various Off Page Products, including, but not limited to Clipper Magazine, Clipper Home, Marketplace, Mint Magazine, Savvy Shopper, Rewards Magazine and Home & Decor Ideas. Clipper has additional products and services that are offered under additional brands, including but not limited to Total Loyalty Solutions, The Menu Company, Loyal Customer Club, Call Tracking, Clipper Graphics and Digital Services such as CouponClipper.com, Clipper Cash, Double Take Deals and it’s packages such as: Clip N’ Click Packages and FAD Packages.

These Terms and Conditions may be executed in counterparts, each of which shall constitute one Document, and all of which when taken together, shall constitute one Document. This Document shall become effective when counterparts are executed by and delivered to each party. Delivery may be by email or other electronic means and delivery shall become effective upon receipt.

These Terms and Conditions along with Clipper’s privacy policy will be available at [customeraccessportal.com](http://customeraccessportal.com).

This document may not be amended. Clipper’s failure to insist on or enforce strict performance of these Terms and Conditions shall not be construed as a waiver by Clipper of any provision or any right it has to enforce these Terms and Conditions.

Additional Terms and Conditions may apply to specific products or services whose terms are made a part of these Terms and Conditions by this reference. You agree to abide by such other Terms and Conditions where applicable.

## Security

Each Loyal Customer Club participant’s database is kept private and secure. It is backed up weekly using firewall-protected facilities. Each database is kept separate and private and is never mixed or comingled with any other database. Furthermore, it is against company policy to sell your database

## Payment Terms

Customer hereby applies for advertising/services via separate insertion order and is subject to the payment terms described below

**Payment Terms for Magazine Print Advertising** (Customers who are advertising in Local and Regional Magazines) are as follows: Deposit: 50% due at the signing of the insertion order. Balance Due: 5 days prior to print date unless otherwise specified on the insertion order. (*The print date for local books is 13 days prior to mail week and for Supplements it is 20 days prior to the mail week*) Shipping Charges: Applicable on insertion orders/ Business Builder Packages. There is a Returned Check Fee of \$35.00.

**Payment Terms for National Print Advertising** (Customers who are advertising in National Magazines) are as follows: 50% due upon signing of the insertion order. Balance due seven days prior to print dates. There is a Returned Check Fee of \$35.00

**Payment Terms for Off Page Products** (ie DAL Postcards and other Inserts) A minimum of 50% deposit, which is non-refundable, is due upon signing the insertion order. Balance is due four weeks prior to mail week. Shipping Charges and additional overruns may be billed separately. There is a Returned Check Fee of \$35.00.

**Payment Terms for Loyal Customer Club (“LCC”):** Initial Payment includes set up fees, first month and any one-time special services, initial payment and fees will be charged upon acceptance of corporate office and is non-refundable. Any manual data entry, other than LCC’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. Credit card charges will be reflected under “Total Loyalty Solutions”. There is a Returned Check Fee of \$35.00.

**Payment Terms for The Menu Company:** 50% deposit due upon signing of the Insertion Order. Balance due at final proof. Menus will not be printed without full payment and authorized signature on proof. Customer is limited to three (3) proofs before additional charges are incurred. There is a Returned Check Fee of \$35.00.

### **Payment Terms for Call Tracking Customers:**

Call Tracking is a monthly service which requires monthly payments for the length of time the Customer’s on page advertisement(s) are valid. Monthly rates will be provided at the time of the sale.

## Terms

Clipper reserves the right at its sole discretion, to change their rates, mail dates, mailing areas, book names or to change, modify, add or remove portions of these Terms and Conditions upon 30 days written notice to Customer. Customer shall have the right to cancel pending Insertion Orders without penalty if any such change is not acceptable upon written notice to Clipper within the 30 day period. If Customer does not so notify Clipper, such change will be deemed agreed to by the parties. Under any termination of Insertion Orders by Customer or Clipper, Customer will continue to be obligated to pay all amounts owing for services that have already been provided, and to otherwise perform the Terms and Conditions of this Document.

Clipper reserves the right to cancel credit granted to any Customer at any time, with or without cause. In the event that payment is not made in accordance with the conditions of the payment terms. Clipper reserves the right at any time without notice to Customer, to cancel or reject all or any of the advertising and or services which are the subject of these Terms and Conditions. If any advertising and or service are not provided due to nonpayment on behalf of the Customer, it will be considered a violation of these Terms and Conditions and may result in cancellation penalties listed under the Cancellation/Termination Section.

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 rate of 1.5% per month 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.

Clipper may impose limitations on the number of ACH payments accepted and dollar amount of each payment when using this method of payment. When Clipper 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. If any ACH debit or check is returned as unpaid by the financial institution for any reason, Customer may be charged a return payment fee of \$35.00 and may also be charged late fees based on these Terms and Conditions.

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

Clipper may accept letters, checks or other types of payments showing "payment in full" or using other language to indicate satisfaction of Customer's debt ("disputed amounts") without waiving any of Clipper's rights to receive full payment under these Terms and Conditions.

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

The pricing terms offered by Clipper in connection with the advertising or services purchased constitute confidential information and may not be disclosed by either party to any third party except as necessary to carry out the terms of the Insertion Orders or as required by law.

Customer shall be liable for payment of all advertising and/ or services provided run 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.

Clipper may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by Customer.

Customer agrees that Clipper may display the printed ad and/or coupon on Clipper Magazine'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, Customer agrees its business contact information may be listed in the online directory on such websites. Should Customer not want its coupon or ad published on any of the New Media Formats, Customer can unsubscribe by visiting [customeraccessportal.com/cancel](http://customeraccessportal.com/cancel). Additional online & mobile device service charges will still apply.

Specifically for our Call Tracking Service, Clipper may be unable to guarantee certain telephone exchanges in certain areas for their assigned Call Track Numbers.

Customer allows Clipper to obtain credit bureau reports in connection with any service provided in connection with these Terms and Conditions.

Company may dispose of any description or advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made

## Obligations of Customer

Customer shall be liable and shall indemnify Clipper 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 the services/products provided. Customer understands that the individual state and local sales taxes and their applicability may change which may impact the tax reflected on the Insertion Order(s). If there is a change in the sales tax as stated on the Insertion Order(s), the Clipper invoice will include the applicable sales tax.

Tangible goods such as Rewards cards and related equipment may be taxable. Printing Services are taxable in many states. However, sales tax may not be applicable to print advertising which is direct mailed by the US Postal Service depending on the state. That portion of the order must be indicated. In addition, all printing services are taxable to customer's located in New Jersey.

Customer agrees to assume responsibility for all errors in copy, proofread by Customer where the materials that printed correspond to the approved proof. Customer agrees to return proof within 24 hours of its receipt. If Clipper does not receive written notice of corrections within 24 hours, that final proof shall be deemed approved by the Customer and the materials will print as they appear on the final proof.

Customer agrees to notify Clipper in writing within 30 days of any errors or for any request for credit of any kind for any reason

## **Cancellation/Termination**

Clipper reserves the right to terminate any insertion order in part or in its entirety at any time with or without cause.

### **The Cancellation/Termination policy is as follows for Magazine Print Advertising (Local, Regional and National) and Off Page Products (DAL Postcards and other Inserts):**

Customer may cancel their order without penalty within three business days of signing the insertion order, providing no ad copy has been submitted. If ad copy has been submitted, Customer will be liable for 100% of the contracted rate.

On the fourth day if Customer cancels and ad copy has not been submitted, Customer will be liable for 50% of all unpublished ads.

Customer is responsible to pay for all products that have printed.

### **Magazine Print Ads (Monthly Package) Cancellation/Termination Policy:**

Advertiser may cancel contract without penalty within three calendar days of signing, if no ad copy has been submitted. All cancellations must be in writing and sent to the corporate office in Mountville, PA to the attention of the Accounts Receivable Department. Cancellations can also be faxed to (717) 509-3912.

On fourth day after signing the contract, if Advertiser requests to cancel the remainder of their contract, Advertiser will be responsible to pay all delinquent monthly installments as of the date cancellation is received in our corporate office and up to 50% of the unpublished ads. Once all ads have published, Advertiser may not cancel contract and will be responsible to pay the monthly remaining installments as contracted.

### **Loyal Customer Club and Loyalty Rewards Cancellation/Termination Policy:**

All requests for cancellation must be put in writing sent via fax to 717-358-2588 or mailed to the corporate office in Mountville, PA within five business days of signing. If cancelling the Loyalty Customer Club, the Customer will be liable to pay the \$100.00 activation fee and their first installment upon receipt of their request. If cancelling the Loyalty Rewards Program and the program is cancelled within five business days all amounts will be refunded in full

Customer has the right to terminate their insertion order (not including Email on Demand) with a thirty day written notice via fax to 717-358-2588 or mailed to the corporate office in Mountville, PA.

Email on Demand Program can be cancelled within five business days of signing; thereafter any Email on Demand Program cancelled will be charged the full amount of the package.

If customer cancels Rewards program prior to end of the twenty four month term, Customer will be liable for any and all remaining balance of Verifone terminal purchased, POS integration software costs, or design/printing costs of any rewards card orders, the cost of which are amortized over the initial twenty four months of the program.

### **The Menu Company Cancellation/Termination Policy:**

If the insertion order is cancelled by Customer, Customer will forfeit any deposit or pay a \$500.00 cancellation fee, whichever is greater, if ad copy has been received by The Menu Company.

### **Cancellation and/or Termination of Call Tracking Service:**

Customer may cancel the service on if the Call track Number has not been assigned. All cancellations must be in writing and sent to the corporate office in Mountville, PA to the attention of the Accounts Receivable Department. Cancellations can also be faxed to (717) 509-3912.

## Disclaimer of Warranties and Limitations of Clipper's Liability

Clipper makes no warranties, express or implied, with respect to results Customer may obtain through products and services supplied by Clipper.

Clipper intends to use its best efforts to ensure that all products and services are carried out in accordance with these Terms and Conditions and Insertion Orders; however, it is possible for errors, omissions or other mishaps to occur. Clipper shall have no liability in such a case. Clipper does not guarantee exact color matches, position or exclusivity.

Clipper's liability to Customer 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. Clipper shall not be required to correct any error or omission in any advertising, product or service.

Clipper shall not be liable to Customer for any indirect, special, consequential, punitive or other damages.

Customer understands that the magazine or any direct mailed product may not be delivered to consumers' homes for up to six days after Clipper's projected mail week due to U.S. Postal Regulations.

Clipper reserves the right to increase circulation without notification for magazine print ads. If this were to happen there would be no cost to the client unless rate established is based on cost per piece mailed.

Customers who place advertising in our National Print Magazines be aware that in our normal course of business it may be necessary for Clipper 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 Customer's ad to appear in additional or different magazines in order to better fulfill the terms of the insertion order. If this were to happen, Customer's original rate would be appropriately adjusted to reflect the increase or decrease in circulation.

If Customer uses a Loyal Customer Club database for any purpose other than the services provided in their insertion order, Customer agrees to take full responsibility and liability for following all federal regulations.

Customer agrees to forward to Loyal Customer Club any written requests to unsubscribe that they receive directly from a client included in the database. This request must be forwarded within ten business days of its receipt.

The information in the Loyal Customer Club Database provided by Customer may be returned to the Customer upon written request at no charge providing the Customer does not have an outstanding balance.

## Copyrights and Trademarks/Ownership of Advertising Materials

Customer 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.

Customer 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. Customer further warrants it has the right to use any name, portrait, picture or illustration shown included in the copy submitted to Clipper. Customer agrees to give prompt notice in writing if it should cease to have such right.

Customer hereby agrees to permit Clipper to use, copy and publish any and all writings, illustrations, photographs, trademarks, service marks, names, images, likenesses, musical works, sound recordings, audio-visual works, and any other information or property (whether or not subject to copyright, trademark, or any other intellectual property protection) provided to Clipper by Customer in the marketing and promotion in any media of Clipper's business, and hereby agrees to execute any and all instruments necessary to accomplish the same, such as licenses and releases.

All copy which represents the creative effort of Clipper and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of Clipper, including all rights of copyright therein and to the publication in which Customer's ad appears.

Customer understands and agrees that it cannot authorize photographic or other reproduction, in whole or in part, of any such advertising copy noted in the paragraph above, for use in any other medium without Clipper's prior written consent.

## Agreement for Use of Materials

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

## Indemnification

Customer agrees to indemnify, defend and hold harmless Clipper 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 Clipper, or any of its affiliates, may become liable by reason of Clipper's publication of Customer's advertising and/or services provided by Clipper, unless due to Clipper's gross negligence or willful misconduct.

## Advertising Format

Customer acknowledges and consents to Clipper modifying its advertising materials, extracting images and components from such materials for use in publication of Advertisement and any other products or services purchased by Customer.

Customer represents and warrants that it owns all rights to such Customer materials and the components, including images, logos, photos, graphics, etc. without copyright restrictions or obligation – either ethical, legal or financial – to a third party designer, agency or other third party and that Customer has full rights to authorize Clipper to modify such Customer materials and/or use the components in the products/services that are to be published by Clipper.

## No Sequential Liability

Clipper does not accept advertising orders or space reservations claiming sequential liability. This Document renders void any statements concerning liability which appear on correspondence from Customer or any entity the Customer may be representing.

## Force Majeure

Each party's obligations under the Terms and Conditions are conditional on strikes, fires, acts of God or the public enemy, war, or any cause not subject to the control of such party.

## Severability

If any paragraph or portion of this Document is declared invalid under local law, it is only to that extent to be omitted, and all other Terms and Conditions of this Document shall remain in full force and effect.

## Assignment

These Terms and Conditions or Insertion Order(s) may not be assigned without the express written consent of Clipper.

## Venue/Jurisdiction

This Document and 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 documents.

## Digital Services

### *Discount Certificates for Double Take Deals and Double Take Deal Packages such as the Clip N' Click Package and FAD Package.*

Merchant wishes to provide, through the Company's website, located at: [www.DoubleTakeDeals.com](http://www.DoubleTakeDeals.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 "Payment." 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 one (1) email to Site subscribers containing the terms of Merchant's Discount Certificate promotion. If a certain number of Site subscribers (as specified by Merchant in the applicable Agreement) offer to purchase the Discount Certificate within a certain time period (as specified by the Merchant in the applicable Agreement), then those subscribers will purchase and receive the Discount Certificate from Merchant. If the required number of subscribers does not offer to purchase the Discount Certificate within the prescribed time period, then subscribers will not be able to purchase the Discount Certificate. Except as otherwise stated on a Discount Certificate or required by law, the restrictions set forth in the DoubleTakeDeals.com Terms of Service shall apply to all Discount Certificates.

Merchant agrees that at the sole discretion of Company, the Discount Certificate may be featured on several Affiliate Websites

With respect to each Discount Certificate for which the applicable Minimum Number of consumers offers to purchase the Discount Certificate in the Offer Purchase Period, Company will collect the Payments for such Discount Certificate from consumers.

Merchant authorizes Company to apply any portion or all of the Merchant Share from this DoubleTakeDeals.com promotion toward any outstanding balances owed to Company or its affiliates.

Merchant understands that payment will be withheld until the Federal Tax ID/Social Security Number and direct deposit banking information is provided. Merchant also understands that the Remittance Amount is considered taxable income to the Merchant and will be reported to the IRS on form 1099-Misc after the end of the calendar year.

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 event of default of these Terms and Conditions (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. These Terms and Conditions render 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.

#### **Discount Certificate Description**

Merchant shall provide to Company on the Insertion Order a detailed description for each Discount Certificate offer. Such detailed description shall include the Featured City, the Payment (or Price) and the Value of each Discount Certificate, the number of consumers that must offer to purchase the Discount Certificate in order for consumers to be allowed to purchase the Discount Certificate (the "tipping point") (if applicable), 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 or 12 months will generally apply. Merchant represents and warrants that all descriptions and information provided to Company will be accurate, complete and in compliance with all applicable laws. Company may dispose of any description or advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made.

Merchant agrees not to change the deal terms after Insertion Order is signed unless jointly agreed with Double Take Deals Management at the corporate office.

Deal will run online for the length that the magazine is valid, but a minimum of 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 hours. Deals may appear in multiple surrounding markets at no additional charge.

#### **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.

#### **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: Merchant agrees to accept valid Discount Certificates in exchange for products and/or services as described in the promotion.

Merchant shall not use any method, mechanism, device or software to affect the proper functioning of the Discount Certificate promotion.

Merchant agrees to not engage in any similar online offer during the Offer Purchase Period nor in the three weeks prior.

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.

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.

If business is sold or transferred Merchant will remain liable for honoring all discount certificates if proper arrangements are not made with new owners.

Company may terminate any Double Take Deal upon providing written notice to Merchant if Merchant breaches any Terms and Conditions provided in this document.

### **Consumer Feedback**

Merchant acknowledges and agrees that Site visitors may be given the opportunity to provide reviews and/or feedback relating to Merchant and its products or services; 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.

### **Payment for Double Take Deals**

#### *Merchant Share:*

Featured Magazine Ad with Online Deal - 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.

Online Deal Only - Merchant Share is the percentage noted on the Insertion Order multiplied by the Collected payments.

#### *Remittance Amount:*

Company will remit to Merchant the Merchant Share minus a credit card processing fee of two and one-half percent (2.5%) of the Collected Payments.

#### *Remittance Date:*

If 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 five (5) 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 thirty (30) calendar days of the Deal Closing.

### **Payment for Clip N' Click Packages**

Merchant provides discount certificates with a total retail value of twice the value of the Half Page ad published in Magazine as noted on Insertion Order. Company retains 100% of the proceeds from the sale of the certificates.

### **Payment for FAD Packages**

Merchant provides discount certificates and Company holds proceeds in account for future purchases with Company minus a credit card processing fee of two and one-half percent (2.5%) of the Collected Payments. Merchant understands that proceeds must be used toward future advertising within one year of online deal closing to avoid losing funds.

### **Taxes & Licenses for Digital Services**

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. 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 these Terms and Conditions. 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 document, the final payment will be adjusted, with respect to direct mail advertising.

## **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.

## **Technical Quality**

Company shall not be responsible for any Discount Certificate promotion or other material 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 on the Site. This document cannot be invalidated for, and Company will not be liable for, typographical errors, incorrect insertions or omissions in any Discount Certificate or Discount Certificate promotional materials displayed pursuant to these Terms and Conditions or omitted from display including print advertising.

## **Failure to Promote Discount Certificate**

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.

## **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.

## **Representations and Warranties**

Merchant represents and warrants that all terms and descriptions for Discount Certificates, and all 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, and any subsequent rules that have come into effect.

## **Indemnification for Digital Services**

Merchant will indemnify and hold Company, its site vendors, third party distribution affiliates, parent company (Gannett Co., Inc.) 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 (a) any Discount Certificate, Discount Certificate promotion, or other material of Merchant on the Site or the Merchant's site (including without limitation claims that the Discount Certificate or material 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), (b) the breach or alleged breach of any representation or warranty made by Merchant in this Agreement, (c) 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 (d) 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.

## **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 OF THESE TERMS AND CONDITIONS, 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.



## **Level of Sales**

Company does not guarantee any minimum level of sales of Discount Certificates.

## **Term and Termination for Digital Services**

Either Company or Merchant may terminate Service at any time, with or without cause, upon thirty (30) days' prior written notice but Merchant is responsible to honor any Discount Certificates that have been previously sold until their expiration. 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.

## **Third Party Beneficiaries**

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

## **Photo Releases**

Photographs of individuals submitted by Merchant or Agency to be used in advertising must be accompanied by a signed release from the individual permitting the use of the photograph(s).

## **Notices**

Any notice required or permitted under these Terms and Conditions shall be in writing and shall be delivered to the receiving party at its address listed below (or such other address as such party may designate in a written notice to the other party) by hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized express courier. Such notice shall be deemed effective upon receipt of refusal.

## **Request for Credit for Digital Services**

Any claims by Merchant related to amounts incorrectly paid must be submitted in writing to the Company within sixty (60) days of the payment date or the claim will be waived.

## **Governing Law for Digital Services**

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

## **Waiver of Jury Trial**

Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any with Digital Services provided by Company.

## ***CouponClipper.com***

Customer will provide to Clipper the Advertisement(s) 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. Customer shall have the right to change any advertisements(s), provided that it submits to Clipper any such changes at least forty-eight (48) hours in advance of the desired posting date. Customer shall pay all expenses connected with the delivery of the Advertisement(s) to Clipper.

## **Payment Terms for Coupon Clipper.com**

All services are prepaid. Payment is due upon signing the Insertion Order. A detailed activity report can be provided upon request.

## **Cancellation and Termination for Coupon Clipper.com**

Ad fees are non-refundable once the ad has been placed on our site or email has been sent. If you choose to cancel your ad before the end of the agreed-upon term, we will gladly remove the listing or not send future scheduled emails at your request; however, the ad fee will not be returned. If your ad is not displayed for twenty four (24) 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. We reserve the right to cancel any ad at any time. If any ad is so canceled by CouponClipper.com, a pro rata refund will be made to the advertiser.

## *Clipper Cash App*

### **Payment Terms for Clipper Cash APP**

Customer will be billed \$2.00 per redemption after 2 month “free” start up period expires. Customer will only be billed once for each consumer within a thirty (30) day billing period. ACH Information or Credit Card must be provided at signing of Insertion Order and will automatically be deducted monthly. Customer will be able to track redemptions online.

Extended services may be purchased for a fee as stated on Insertion Order.

Merchant offers will be promoted on Clipper Cash.Com and other affiliated sites.