

MEDIABISTRO HOLDINGS, LLC ADVERTISING TERMS & CONDITIONS (Updated July 15, 2015)

1. The right to reject any advertising material remains the sole discretion of MEDIABISTRO HOLDINGS, LLC. Rates, conditions and space units are subject to change without notice. Positioning requests that are not paid for are not guaranteed. MEDIABISTRO HOLDINGS, LLC may reject advertisements without liability, for any reason or no reason, including those that MEDIABISTRO HOLDINGS, LLC deems inappropriate or incompatible with its standards and those that have been previously acknowledged or accepted. MEDIABISTRO HOLDINGS, LLC may place the word "advertisement" or otherwise add or delete text to or from ads, which, in MEDIABISTRO HOLDINGS, LLC's opinion, resemble an editorial matter.

2. MEDIABISTRO HOLDINGS, LLC's Cancellation Policy:

Print:

Advertiser is responsible for 100% of the amount shown on the insertion order for print advertisements cancelled after the relevant Cancellation Deadline. No payment will be due on print advertisements cancelled on or prior to the relevant Cancellation Deadline.

The Cancellation Deadline for premium and special print units (including but not limited to: cover wraps, cover adjacencies, cover units, posters, TOC adjacencies, inserts and outserts) is the date 6 weeks prior to Ad Close Date. The "Ad Close Date", also referred to as "Space Close", can be found on each brand's respective website.

The Cancellation Deadline for all other print advertisements is the Ad Close Date.

If a request to cancel a print advertisement is received after the relevant Cancellation Deadline, MEDIABISTRO HOLDINGS, LLC shall be entitled to collect the full amount shown on the insertion order, regardless of whether it publishes the advertisement (which it may or may not do in its sole discretion).

Digital:

For all digital advertisements other than digital custom units and advertisements placed on a 100% SOV basis, the cancellation policy is as outlined in the 4A's/IAB "Standard Terms and Conditions for Interactive Advertising for Media Buys One Year or Less; Version 3.0" which can be accessed via the following link: http://www.iab.net/media/file/IAB_4As_tsandcs_Education_FINAL.pdf

Regardless of the date of cancellation, advertiser is responsible for 100% of the amount shown on the insertion order for custom digital units and for advertisements placed on a 100% SOV basis.

Event Sponsorship:

MEDIABISTRO HOLDINGS, LLC's event sponsorship cancellation policy is outlined in the relevant event sponsorship agreement. Event registration and event table sales are non-refundable and advertiser is responsible for 100% of the amounts due regardless of the date of cancellation.

3. Payments terms are net 30 days after date of invoice. MEDIABISTRO HOLDINGS, LLC may apply payments from Advertiser or its affiliates to any other debt owed to MEDIABISTRO HOLDINGS, LLC or its affiliates. Advertiser and its affiliates shall remain liable for all outstanding sums owed to MEDIABISTRO HOLDINGS, LLC and its affiliates. Advertiser will be charged interest on all past due payments at the rate of 18% per year or the highest legal rate, whichever is lower. Advertiser, its affiliates and any applicable agency are jointly and severally liable for all payments to MEDIABISTRO HOLDINGS, LLC and its affiliates. MEDIABISTRO HOLDINGS, LLC is not bound by any terms or conditions that are unwritten or that appear on order forms, contracts, insertion orders, or copy instructions when those terms or conditions conflict with or alter any provision contained in these conditions or on MEDIABISTRO HOLDINGS, LLC rate cards.

4. Advertiser and any applicable agency jointly and severally represent that: (a) they are fully authorized and licensed to use and publish (i) the names and likeness of living and dead persons, (ii) all intellectual property, and (iii) all testimonials and other content contained in any advertisement submitted by or on behalf of advertiser; and (b) the advertisement is not libelous, does not infringe any rights of publicity, and otherwise complies with all laws and regulations.

5. As part of the consideration to induce MEDIABISTRO HOLDINGS, LLC to publish advertisements, advertiser, any applicable agency and their affiliates agree to and shall indemnify, defend and hold harmless MEDIABISTRO HOLDINGS, LLC and its affiliates from and against any and all losses, damages (including consequential, incidental, special and punitive damages), liabilities, costs, fees and expenses (including court, collection and legal fees and expenses) incurred in connection with, arising out of or related to the content and/or publication of the advertisements and any related promotions.

6. MEDIABISTRO HOLDINGS, LLC's aggregate liability to advertiser and any third parties for any and all reasons shall not exceed the amount paid by advertiser to MEDIABISTRO HOLDINGS, LLC for the applicable advertisement. MEDIABISTRO HOLDINGS, LLC shall have no liability for any failure to honor its obligations hereunder if such failure is due to events that are beyond its reasonable control. In no event shall MEDIABISTRO HOLDINGS, LLC be liable to advertiser or any other party for consequential, incidental, special or punitive damages. MEDIABISTRO HOLDINGS, LLC is not liable for errors in pubset reader service numbers, booth lines or ad indexes.

7. This agreement shall be governed by and interpreted under the laws of the state of New York without regard to its conflict of law's provisions. The parties hereby consent to the personal jurisdiction of the state of New York and agree that any action related to this Agreement must be brought in a state or federal courts located in New York County, and waive any objection they have or may have in the future with respect to any of the foregoing.