



Condé Nast

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New York, NY 10007
United States

Phone:
Fax:

<http://www.condenast.com>

CAMPAIGN INFORMATION

Campaign Description	Luxury - International-CARTIER INC-2023Q3-The Style-TikTok Pulse Premiere Partnership-581	Campaign ID	235763	Paid Impressions	10,000,000
Billing Agency	Agency	Ad Server Order ID(s)		Value Add Impressions	0
Agency	MEDIACOM	Campaign Duration	9/4/2023 ~ 11/4/2023	Total Impressions	10,000,000
Client	CARTIER INC	Revision	23	Total Net Cost	250,000.00
		Revision Date	7/24/2023 4:49:00 AM	Currency Code	USD

PUBLISHER CONTACTS

Primary Sales Rep	Chodos, Evan	Phone: , Fax: , Email:	Evan_Chodos@condenast.com
Account Strategy Executive	Jo, Soo	Phone: , Fax: , Email:	Soo_Jo@condenast.com
MSS1	Diaz, Alexis	Phone: , Fax: , Email:	Alexis_Diaz@condenast.com

ADVERTISER CONTACTS

Agency Contact	PAYABLE, ACCOUNTS - PO BOX 4614	Phone: , Fax: , Email:	PO BOX 4614, GRAND CENTRAL STATION, NEW YORK, United States, 10163
Billing Contact	PAYABLE, ACCOUNTS - PO BOX 4614	Phone: , Fax: , Email:	PO BOX 4614, GRAND CENTRAL STATION, NEW YORK, United States, 10163

LINE ITEM INFORMATION

ID	Client Product Name	Start Date End Date	Impressions Units	Price Price Type	Drop Cost
8207810	RON Tik Tok Pulse Premiere 50/50 Revshare Deal	9/4/2023 11/4/2023	10,000,000 0	25.00 CPM	250,000.00

OTHER INFORMATION

Insertion Order Details
(External)

**2020 CONDÉ NAST ADVERTISING RATE CARD
CONTRACT TERMS AND CONDITIONS**

The following terms and conditions govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), in print magazines ("Magazines"), websites and mobile sites (collectively, "Websites"), email campaigns ("Email(s)"), audio podcasts ("Podcasts"), digital magazine publications ("Digital Editions"), any other applications (collectively, together with Digital Editions, the "Apps"), and any other services published and/or owned, licensed or operated by or on behalf of Condé Nast ("Publisher") (collectively, together with Magazines, Digital Editions, Websites, Emails, Podcasts, and Apps, the "Publisher Service"), and through Publisher on any third party Websites, Apps and/or any other platform or service (including, but not limited to, Facebook, YouTube, etc.) (collectively, the "Third Party Services"). The Publisher Service together with the Third Party Services shall be collectively referred to herein as the "Service". The placement of advertising on any Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms and conditions and, to the extent ads are placed on any Third Party Services, such placement also constitutes Advertiser's (and, if applicable, Agency's) agreement to such Third Party Services' then-applicable terms and conditions. These terms and conditions may be modified from time to time by Publisher, and the terms and conditions of any Third Party Services may be modified from time to time by such Third Party Service; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications. Advertiser understands that although the intended audience of the Service is primarily in North America, the Service may be accessible and/or have incidental physical distribution throughout the world.

A. Publisher's Right To Reject, Cancel or Terminate Orders

Publisher reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject or remove any advertising copy in connection with any Service, whether or not the same has already been acknowledged, accepted and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement, or for convenience. In the event of such cancellation, rejection or removal by Publisher, advertising already run and to be run shall be paid for at the rate that would apply if the entire order were Published and no Short Rate (as defined below) will apply.

In addition, Publisher reserves the right to (i) remove from selected copies, editions, versions, or sections of a Service advertisements containing matter that consumers have deemed objectionable (ii) implement blocking technology (including, but not limited to, geo-blocking technology) in connection with a Service; and (iii) enhance, upgrade and/or otherwise modify or discontinue any Service at any time.

Publisher, at its absolute discretion, may also terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency for cause, a short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually Published and paid for, herein a "Short-Rate") may apply and all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Publisher may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Publisher on behalf of Advertiser or any other client of Agency, and/or (b) refuse to Publish any or all of Advertiser's advertising.

B. Advertiser's Failure to Run Advertising/ShortRate/Merchandising Programs

All agreements for advertising frequency discounts in connection with any Service require that the specified number of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified number of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Publisher for the Short-Rate within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Publisher in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising frequency discount adjustments for advertising run in excess of specified schedule) will only be earned if all advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. If any portion of such advertising credits remain unused at the expiration of the foregoing six month period, such unused advertising credits shall be expired and Publisher shall not have any further obligation to Advertiser and/or Agency with respect thereto.

C. Restrictions on Advertiser's Ability to Cancel Advertising Orders for Magazines and Digital Editions

Orders for inside or outside cover pages for Magazines and Digital Editions are non-cancelable. Options on cover positions for Magazines must be exercised at least 30 days prior to four-color closing date. If an order is not received by such date, the cover option automatically lapses. Orders for all inside advertising units for Magazines and Digital Editions are non-cancelable less than 15 days prior to closing date. Orders for furnished inserts for Magazines are non-cancelable the first day of the fourth calendar month preceding the month imprinted on the cover of the issue. Orders for all Publisher-produced inserts for Magazines are non-cancelable. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

D. Advertising Positioning at Publisher's Discretion

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at Publisher's sole discretion, and in no event shall such approved restrictions or specifications relate to (i) the placement of ads on Third Party Services, or (ii) any user generated content on Publisher's Websites, Apps and/or Emails.

E. Labeling of Advertisements

Advertisements that simulate or resemble, or might not be distinguishable from, editorial content must be clearly identified and labeled "ADVERTISEMENT" or any other label as determined by Publisher in a clear and prominent manner, and Publisher may, in its discretion, so label such material and/or otherwise distinguish the style and/or presentation of such material.

F. Inserts

An accurate copy of any furnished insert must be submitted to Publisher for review prior to the printing of the insert. Publisher's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. Publisher is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to Publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert.

G. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s), Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for such advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of the Service due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war, pandemic, epidemic, or risk of disease, or any other cause or contingencies or force majeure beyond the reasonable control of Publisher, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give Publisher the option to cancel any advertising agreement, or if Publisher does not do so, b) upon resumption of the Service, the agreement shall be continued and Publisher will have no liability for any errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND/OR INFORMATION AND THE LIKE.

H. Trademarks

The titles and logos of the Service Published or used by Publisher are registered trademarks and/or trademarks protected under common law. Neither the titles nor the logos may be used without the express written permission of Publisher.

I. Warranties

Advertiser and its Agency, if there be one, each represent and warrant that: (i) it does and shall comply with applicable federal, state and local laws, rules and regulation, including, to the extent applicable, the California Consumer Privacy Act of 2018 and its implementing regulations ("CCPA") (together, "Applicable Laws"); (ii) Advertiser's and third parties' websites, mobile sites, applications, email campaigns and any other services that are associated with advertising purchased by Advertiser or Agency contain all disclosures required by Applicable Laws, including, but not limited to, a conspicuous link to a clear, accurate, and up-to-date Privacy Policy that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers; and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all Applicable Laws; (iii) it will not merge information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person, device, or household ("Personal Information") collected, obtained, or derived, from the Services with non-Personal Information without providing the end-user robust notice of that merger and obtaining the end-user's opt-in consent; (iv) if providing Personal Information to Publisher, it has all rights and permissions necessary for Publisher to use and disclose such Personal Information for the purposes described in Publisher's Privacy Policy, as may be updated from time to time, and these terms and conditions; (v) it will not send any Personal Information to Publisher if such transfer would violate the rights of any third party or otherwise be contrary to Applicable Law; (vi) as reasonably requested, it will provide cooperation and assistance to

Publisher in relation to regulatory inquiries and third party rights requests; (vii) any advertising or other material (including, but not limited to, product samples) submitted by Advertiser or Agency, and/or created by Publisher on behalf of Advertiser or Agency, and any material to which such advertisement or other material links or refers, shall comply with Applicable Laws (including, but not limited to, providing necessary disclosures) and shall not violate the rights (including, but not limited to, any copyright, patent, trademark, service mark, privacy and publicity rights) of, and is not harmful to, any person, corporation or other entity; and (viii) any advertising or other materials submitted by Advertiser shall be accurate and not contain any defamatory materials.

J. Indemnification

As part of the consideration to induce Publisher to Publish an advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature, including attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, violation of publicity rights and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such advertisement; (b) any violation of the CANSPAM Act, the TCPA Act, CCPA or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed or sent via text message/SMS or pre-recorded voice message on Advertiser's behalf by Publisher; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or Personal Information; (d) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; (e) audience segments used for audience targeting in connection with Advertiser's advertisements; (f) a breach or alleged breach of its covenants, warranties, representations, and obligations under these advertising rate card contract terms and conditions; and/or (g) any violation of law by Advertiser and/or its Agency. If the Publisher participated in the creation of an advertisement, the Publisher will indemnify Advertiser in connection with potential claims relating thereto only to the extent it has agreed to do so in writing.

K. Responsibility for Payment of Advertising Bills

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Publisher shall constitute an account stated unless written objection thereto is received by Publisher within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Publisher for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

L. No Assignment of Advertising

Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

M. Republication of Advertisements

Advertiser and Agency agree that any submitted advertisements Published in a Service, may, at Publisher's option, be republished, re-performed, retransmitted, archived or otherwise reused by Publisher or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. As between Publisher and Advertiser/Agency, the copyright in any advertisement and/or content created by Publisher is owned by Publisher and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

N. Advertising Rates

Publisher's Magazine and Digital Edition rates contained in advertising orders that vary from Publisher's published rates shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of Publisher's applicable published rates. Publisher's Magazine and Digital Edition rates and units of space are effective with the January 2020 issue. Announcement of any changes in such rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Advertising in issues thereafter will be at the rates then prevailing. Rates for Publisher's Websites, Emails, Podcasts, and non-Digital Edition applications (i.e., Publisher's applications other than Digital Editions) and Third Party Services contained in advertising orders that vary from the rates established by Publisher for Advertiser shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Announcement of any changes in Publisher's rates for its Websites, Emails, Podcasts, and/or non-Digital Edition applications and Third Party Services will be made thirty (30) days in advance of the first advertisements affected by such new rates. Advertisements Published thereafter will be at the Publisher's applicable rates then prevailing.

O. Rate Base Guarantees

Rate base guarantees for Publisher's Magazines and Digital Editions are made on an annual twelve month average.

P. Terms of Sale

An agency commission of up to fifteen percent (15%) may be allowed for recognized agencies. Payment for all advertising and services is due thirty (30) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the advertising campaign. Interest may, at Publisher's discretion, be charged at a rate of 1.5% per month on past due balances. Publisher may at its option require cash in advance or otherwise change payment terms.

Q. Choice of Law and Forum

All issues relating to advertising will be governed by the laws of the State of New York applicable to contracts to be performed entirely therein. Any action brought by Advertiser against Publisher relating to advertising must be brought in the state or federal courts in New York, New York. The parties hereby consent to the jurisdiction of the state or federal courts in New York, New York in connection with actions relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

R. Disclaimer

PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON PUBLISHER'S SERVICES. Without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to the Services, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services; (b) advertising results on the Services; (c) the accuracy of audience data, including, but not limited to, audience demographic data, audience size/reach data, etc. with respect to the Services; and (d) information and data security.

S. Canadian Based Advertisers/Agencies

For Canadian based Advertisers/Agencies only, the parties agree that Publisher shall distinguish and identify Canadian ad sales based on the Advertiser's/Agency's address as invoiced.

T. Taxes

Advertiser/Agency agrees that it is solely responsible for any and all necessary payment of sales and use taxes or any other transactional taxes arising from this agreement and remittance of such taxes to Publisher. Advertiser/Agency will indemnify and hold Publisher harmless for any such taxes (and applicable interest, penalties, legal fees and costs) and will reimburse Publisher for any such liabilities incurred in connection with transactions contemplated by this agreement to the extent Advertiser/Agency fail to pay and remit such taxes to Publisher.

U. Entire Agreement

The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision. Neither party may assign this agreement, or the rights or obligations hereunder, without the prior written consent of the other, except that Publisher may assign this agreement to an affiliate or in connection with a merger, sale, or other transfer of the business to which it relates; any purported assignment in violation of the foregoing shall be null and void.

ADDITIONAL TERMS AND CONDITIONS

APPLICABLE TO THIRD PARTY SERVICES AND PUBLISHER'S WEBSITES, APPS AND EMAILS

For the purpose of clarification, the terms and conditions set forth in Sections A through U above apply to all advertisements Published in any Service. In addition, the following terms and conditions set forth in Sections V through Z3 below ("Additional Terms") shall apply to all advertisements Published on Third Party Services and on Publisher's Websites, Apps, Podcasts, and Emails as provided below. To the extent the Additional Terms directly conflict with or are inconsistent with Sections A through T above, the Additional Terms shall govern with respect to Third Party Services and Publisher's Websites, Apps, Podcasts, and Emails.

PUBLISHER INITIALS: _____

CLIENT/AGENCY INITIALS: _____

V. Impression Guarantees and Calculations

Publisher makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Third Party Services or Publisher's Websites, Apps, Podcasts, or Emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. Advertiser and Agency acknowledge and agree that advertisements and ad impressions Published on Third Party Services and Publisher's Websites, Apps, Podcasts, and/or Emails may reach end users located in and/or outside the United States. In addition, all impressions and/or other measurements of advertisements for Publisher's Websites, Apps, Podcasts, and Emails shall be based solely on Publisher's calculations for its Websites, Apps, Podcasts, and Emails. All impressions and/or other measurements of advertisements for a Third Party Service shall, at Publisher's sole discretion, either be based on Publisher's calculations or such Third Party Services' calculations. Unless otherwise agreed to in writing by Publisher, Publisher will bill for the advertising on Publisher's Websites based on such Websites' own ad delivery numbers ("Publisher Numbers"); and, if applicable, Publisher has the right to bill for advertising in Third Party Services and Publisher's Apps, Podcasts, and Emails based on its Publisher Numbers. In the event Publisher and Advertiser agree in writing that certain ads will be billed based on ad delivery numbers other than the applicable Website's (and/or Apps', Podcasts', or Emails' or any Third Party Services') own Publisher Numbers (i.e., third party numbers), Publisher will bill for such ads based on such third party numbers as long as the delivery discrepancy from third party numbers and Publisher Numbers is less than ten percent (10%). In the event that a difference of ten percent (10%) or more arises, both Publisher and Advertiser/Agency agree to use reasonable efforts to reconcile the difference and come to a mutually agreed upon solution. If an agreement cannot be reached or if Advertiser fails to provide its third party ad delivery numbers within ten (10) business days after the end of each month of its ad campaign, Publisher reserves the right to bill Agency/Advertiser at a delivery rate of ninety percent (90%) of Publisher Numbers. To the extent Publisher fails to provide Advertiser with the number of impressions guaranteed (if applicable) on the Third Party Services or its Websites, Apps, Podcasts, or Emails, Publisher will provide as a sole remedy a make-good, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered; provided, however, that any makegood relating to Third Party Services may be subject to such Third Party Services' makegood policies. For purposes of clarification, Advertisers that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under-delivery of guaranteed impressions (if applicable).

W. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s) on Third Party Services or its Websites, Apps, Podcasts, or Emails (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Publisher's sole liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors in key numbers.

X. Restrictions on Advertiser's Ability to Cancel Advertising Orders

Orders for all advertising units on Third Party Services and Publisher's Websites, Emails, Podcasts, and non-Digital Edition applications are non-cancellable less than thirty (30) days prior to the start of an advertising campaign. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services.

Y. Additional Advertiser Warranties; Indemnification

In addition to the warranties set forth in Section I above, Advertiser and its Agency, if there be one, each represent and warrant that: (i) none of the advertisements, ad tags (if any), software or any other materials provided to Publisher for display on Third Party Services or its Websites, Apps, Podcasts, or Emails cause the download or delivery of any software application, executable code, malware, any virus or malicious or social engineering (e.g., phishing, etc.) code or features; and (ii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Third Party Services, Websites, Apps, Podcasts, or Emails, including, but not limited to, generating fraudulent or otherwise invalid clicks or impressions on Third Party Services or Publisher's Websites, Apps, Podcasts, or Emails, or collecting, using, disclosing or retaining data contrary to Applicable Laws Publisher's Privacy Policy, any applicable Third Party Services' Privacy Policy, these terms and conditions and, if applicable, Publisher's Third Party Data Collection Policy (referenced in Section Z3 below); and (iii) it will comply with all applicable self-regulatory behavioral targeting principles, including, but not limited to, the Digital Advertising Alliance and Network Advertising Initiative selfregulatory behavioral targeting principles. In addition to the indemnification obligations of Advertiser/Agency set forth in Section J above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives successors and assigns against any and all Losses (as defined in Section I above) that may arise from or relate to: (a) the linkage of any advertisement on the Service to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section Y.

Z1. Additional Disclaimer

In addition to the disclaimers set forth in Section R above, and without limiting the generality of the foregoing disclaimers, Publisher disclaims all warranties and guarantees with respect to Third Party Services and its Websites, Apps, Podcasts, and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions and/or advertisements on any Third Party Services and/or on any of Publisher's Websites, Apps, Podcasts, and/or Emails; (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Third Party Services, Websites, Apps, Podcasts, and/or Emails; (c) the viewability of any advertisements on the Third Party Services, Websites, Apps, Podcasts, and/or Emails; and (d) the prevention of end users' use or engagement of ad blocking technology on the Third Party Services, Websites, Apps, Podcasts, and/or Emails. Advertiser acknowledges that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Third Party Services and Publisher's Websites, Apps, Podcasts, or Emails. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Third Party Services, Website, App, Podcasts, or Emails within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Third Party Services, Website, App, Podcasts, or Emails. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

Z2. CAN-SPAM and TCPA

Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by Publisher via Email, text messages/SMS or prerecorded voice message may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretations thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act"), the Telephone Consumer Protection Act of 1991 and any acts related thereto, and including the interpretations thereof by the FCC or other governmental authorities (collectively, the "TCPA Act"), state "Do Not E-mail" registries and state laws, rules and regulations concerning text messages/SMS and pre-recorded voice messages. Advertiser agrees to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser shall fulfill all obligations of a "Sender" as specified in the CAN-SPAM Act, unless Publisher agrees in writing to be designated as the "Sender", and with all obligations of a "Maker" or "Sender" of a call or text message under the TCPA Act, unless Publisher agrees in writing to be designated as the "Maker" or "Sender". In either case, Advertiser agrees to comply with Publisher's policies intended to comply with the CAN-SPAM Act and TCPA Act.

Z3. Data Collection

To the extent Advertiser and/or Agency collects or obtains data from any Service, whether collected or received via an advertising unit, widget, pixel tag, cookie, clear gif, HTML, web beacon, script or other data collection process, including without limitation "clickstream" or "traffic pattern" data, or data that otherwise relates to usage of the Service, user behavior, and/or analytics, Advertiser and/or Agency is subject to the then-current version of Publisher's Third Party Data Collection Policy, which is incorporated herein by reference (a copy of which is available upon request). In addition, to the extent Advertiser and/or Agency provides any such data, or any names, postal addresses, email addresses, telephone numbers or other Personal Information to Publisher for any purpose, Advertiser and/or Agency represents and warrants that it has all rights, consents and permission necessary to transfer such data, and for Publisher to use such data, for the purposes contemplated by the parties and these terms and conditions.

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ACCEPTANCE

PUBLISHER ACCEPTANCE:

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

CLIENT/AGENCY ACCEPTANCE:

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____