



# TERMS & CONDITIONS 2020

## ONLINE POLICIES

A written notice of cancellation is due 30 days prior to the scheduled launch date or to discontinue an existing campaign for online products (60 days cancellation notice applies for vendor webinars, webcasts and online conferences). Cancellations not adhered to within this time period are subject to full cost payment of original insertion order. Cancellations of any portion of a contract nullify all rate protection for the remainder of the schedule. Cancellations or changes in orders may not be made by the advertiser or its agency after the closing date for receipt of materials. If publisher has not received creative within 5 days before flight date, or material is deemed unacceptable, it is the publisher's sole discretion to either repeat the advertiser's most recent advertisement that it has published or publish nothing, charging the agency and advertiser for any space reserved by them.

## PUBLISHER'S PROTECTIVE CLAUSE

By issuance of this rate card, Publisher offers, subject to the terms and conditions herein, to accept insertion orders for advertising to be published in CBE PRESS LLC and its media properties and by their tendering such insertion order, the advertiser or agency shall indemnify and hold Publisher, its employees, agents and its subcontractors free and harmless from any expenses, damages and costs (including reasonable attorney's fees) resulting in any way from the Publisher's compliance with said insertion order (including, but not by way of limitation, from claims of libel, violation of privacy, copyright infringement or otherwise), and Publisher shall have full right to settle any such claim and to control any litigation or arbitration to which it may be party, all at the cost of the agency or advertiser who shall be deemed joint and several indemnitors, and agency warrants that it is authorized to bind, and does bind, advertiser to such indemnity jointly and severally with the agency. Publisher reserves the right, in its sole discretion, to discontinue publication at any time with or without notice, or to defer or cancel the website or newsletter circulation of any issue, or of the tendered advertising, and shall not be held liable for any failure, publish or circulate all or any portion of any issue or of the tendered advertising because of labor disputes involving the Publisher or others, embargos, errors or omissions of employees or subcontractors, or any circumstances beyond its control. Publisher's sole obligation as to any failure or default on its part shall be limited to a refund of its charges which may have been paid to or, at its option, to publish the tendered advertising in the next available issue. The Publisher reserves the right to accept or reject or omit any advertising for any reason. No advertising will be accepted which simulated CBE PRESS LLC's editorial material. The preceding terms and conditions shall be deemed incorporated in every insertion or or space contract tendered to CBE PRESS LLC unless modified by written agreement signed by an officer of CBE PRESS LLC (Publisher) and shall supersede any inconsistent statements in such order or contract.