

## Terms and conditions governing advertising with The Seattle Times including signed agreements, referred to below as “Contract.”

### TERMS OF PAYMENT

- a) The advertiser and its Agency, if any (collectively, “Advertiser”) agree to pay for advertising published by The Seattle Times Company and are wholly responsible for its fulfillment.
- b) Advertisers must sign Contract prior to receiving specific rates. Advertising rates are outlined in The Seattle Times Company Rate Card(s); rates may change with 30 days’ notice. Any products or services selected by Advertiser listed in the Annual Dollar Volume Rate Card and/or addendum will apply to the fulfillment of this Contract, excluding legal and late payment fees and where otherwise noted.
- c) If Advertiser fails to achieve the Net Annual Expenditure at expiration or termination of the Contract, The Seattle Times Company is entitled to a reimbursement based on the retroactive application of the higher rate in effect at the time of expiration or termination - “Short Rate”
- d) Payment is due upon receipt of the monthly statement(s) unless The Seattle Times Company negotiates or decides the Advertiser/ Agency warrants different payment terms. If payment by check is computer encoded for an amount less than the written amount on the check, the Advertiser/Agency shall be responsible for paying any balance due.
- e) Account balances that are 30 days past the statement date, may be assessed a late charge at the rate of 1.5% per month. The Seattle Times Company may refuse to publish advertising or terminate contracts without notice. Following such termination, the Advertiser/Agency agrees to pay the balance due, plus any associated attorney, court, and/or collection fees.

### PROOF OF NEWSPAPER INSERTION

- a) An electronic copy (E-tear) of the page containing the advertising will be sent to Advertiser up request made within thirty (30) days of publication. Failure to forward such proof of insertion is not grounds for non-payment. The Seattle Times Company makes no warranty or representation as to the effectiveness or success of advertising placed under this Contract, and Advertiser’s obligation to pay is not conditioned upon any such representation or expectation.

### ADVERTISING MATERIAL

- a) Advertiser is solely liable for compliance of the content of the advertising with local, state, and federal laws which regulate advertising and the collection and use of customer information, including but not limited to the Fair Housing Act, equal employment opportunity laws, telemarketing sales rules, and the Children’s Online Privacy Protection Act.

- b) Notwithstanding the foregoing, The Seattle Times Company nor the operator of its partner sites has any obligation to review, edit, reject or cancel any advertising. In no event will The Seattle Times Company or the operator of its partner sites accept advertising that is obscene, defamatory, unlawful, threatening, abusive, harassing, pornographic, hateful, or which contains content that infringes on a third party’s intellectual property rights.
- c) Advertisers are solely liable for truthfulness of advertising and fulfillment of all promises made in advertising, advertising coupons, contest promotion, contest entry forms and surveys. Advertisers are solely responsible for complying with all local, state and federal laws in administering contests and coupons. The Seattle Times Company and the operators of its partner sites, their officers, agents and employees are not liable for any damages resulting from transactional problems, security problems, errors in, or misuse of, coupons/ contest entry forms by consumers or other parties. In the event of a joint promotion or contest administered by The Seattle Times Company and Advertiser(s), or the operator of its partner sites and Advertisers, neither The Seattle Times Company nor the operator of its partner sites is liable for any damages. Advertisers are solely responsible for ensuring that all disclosures and disclaimers are clearly and conspicuously communicated prior to the consumer’s incurrence of a financial obligation.
- d) The hierarchy of an online ad determines the priority of how an online ad is served. The Seattle Times Company will make commercially reasonable efforts to serve all paid ads prior to house ads during a pre-determined cycle throughout the schedule and to spread the number of impressions for an individual advertiser throughout the serving cycle.
- e) The position, subject matter, form, size, wording, illustrations and typography of all advertising is subject to The Seattle Times Company approval. The Seattle Times Company reserves the right to reposition, classify, edit, reject or cancel any advertisement at any time, before or after insertion. Any specific page or position requests must be contracted in writing. Position is not guaranteed outside of position specific advertising.

- f) All materials created by The Seattle Times Company or a designated provider on behalf of Advertiser (excluding any third-party intellectual rights) to fulfill the services in this agreement are owned by the Company and any use of those materials by Advertiser outside of the services of the agreement requires written permission and may be subject to additional fees. Any third-party materials or media supplied by The Seattle Times Company in the fulfillment of this agreement are non-transferable and may not be used by Advertiser outside of the services of this agreement.
- g) The Seattle Times Company and/or the operator of its partner sites reserves the right to designate any advertisement, which, in the sole opinion of The Seattle Times Company, resembles editorial content or pages on our online network, as "advertising." All ads which resemble news or editorial content or pages on our online network will be clearly set apart and distinguished from editorial content. The use of typefaces, colors, page layouts, photographs, captions or other elements usually associated with our printed newspaper or online network and in a manner that may mislead the reader, is not permitted.
- h) EXCEPT AS PROVIDED IN THIS PARAGRAPH, NEITHER THE SEATTLE TIMES COMPANY NOR THE OPERATOR OF PARTNER SITE(S) WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM ERRORS IN, OR FAILURE TO PUBLISH OR DISPLAY ADS, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, SPECIAL, GENERAL, PRESUMED OR PUNITIVE DAMAGES OR LOST PROFITS. THE SOLE AND EXCLUSIVE REMEDY OF THE ADVERTISER/AGENCY FOR ANY ERROR IN, OR NON-PUBLICATION OF, AN AD SHALL BE LIMITED TO A PRO RATE CREDIT FOR SUCH ADVERTISING, PROVIDED THAT THE ADVERTISER/AGENCY HAS PAID FOR THE AD CONTAINING ERROR OR WHICH WAS NOT PUBLISHED. If the Seattle Times Company is unable to cause the operator of the site(s) to provide advertising on the schedule set forth in the insertion order because of Advertiser or its Agency's act of omission, The Seattle Times Company and operator of its partner sites shall be entitled to full payment of all charges for such advertising. No allowance other than herein specified shall be made for imperfect display or omission of key numbers.
- i) The Seattle Times Company may refuse to accept ads received after normal deadlines and is not responsible for errors in ads if accepted after normal deadlines.

#### GENERAL

- a) The Advertiser and Agency agree, jointly and severally, to indemnify and hold The Seattle Times Company and its respective affiliates and their officers, agents and employees harmless from all costs, expenses (including reasonable attorney fees), liabilities and damages arising from the publication or distribution of any advertisement. This includes, without limitation, claims or suits for libel, privacy violation, copyright or trademark infringement, deception, or any other legal violation.
- b) ADVERTISER/AGENCY ACKNOWLEDGES THAT ACCESS TO THE INTERNET AND WORLD WIDE WEB IS SUBJECT AT ALL TIMES TO INTERRUPTIONS AND DELAYS AND THAT NEITHER THE SEATTLE TIMES COMPANY NOR THE OPERATOR OF ITS PARTNER SITE(S) IN ANY WAY WARRANTS OR REPRESENTS THAT ACCESS

TO ANY ADVERTISEMENT AND RELATED MATTER WILL BE CONTINUOUS, FREE OF ERRORS, OR WITHOUT INTERRUPTION, OR THAT THE CONTENTS OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO INFORMATION, SOFTWARE, OR OTHER ACCESSIBLE MATERIAL, WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR MATERIALS. Neither the Seattle Times Company nor the operator of its partner sites will be liable for any failure to publish or display all or any portion of an advertisement or of advertising contracted for, if such failure is due to acts of God, strikes, accidents, war or other circumstances beyond The Seattle Times Company's or operators of its partner sites' control.

- c) Any purchase order, insertion order, copy instructions or other document of Advertiser/ Agency pertaining to the online advertiser contract shall not modify, contradict, or otherwise change this advertising Contract or the applicable rate card. In the event of any inconsistency, the advertising Contract and applicable rate card shall control.
- d) Waiver of any terms and conditions for a particular advertisement shall not constitute waiver as to any other advertising and may not be asserted or relied upon as modification or amendment of this Contract. Any conditions other than those set forth in this Contract and the current rate card in effect must be made in writing and attached to this Contract. The Seattle Times Company will not be bound by any conditions, printed or otherwise, appearing on order blanks or copy instructions that conflict with any portion of the applicable Rate Card or this Contract.
- e) Any legal action arising from or related to this Contract must be filed in an appropriate court within King County, Washington.
- f) This Contract cannot be transferred or assigned without written consent of The Seattle Times Company

#### CONFIRMATION OF LIABILITY

- a) The organization named on this Contract confirms direct and primary liability for payment of all advertising services. The named organization will remain liable for services rendered prior to receipt of written notice of cancellation.
- b) The Advertiser/Agency agrees that the contract signer is legally authorized to bind the Advertiser/ Agency for advertiser costs. Unincorporated businesses will continue to be individually bound if the business is later incorporated unless otherwise agreed to by The Seattle Times Company.