

Online Advertising Contract

Terms and Conditions

1. **ADVERTISING.** The advertiser shall purchase the online advertising package at the rate listed and for the duration specified in the insertion order, which is attached and incorporated herein by reference and made a part of this agreement.
2. **POSITIONING.** Except as otherwise expressly provided in the contract, positioning of advertisements on statesman.com is at the sole discretion of the Company. Advertiser acknowledges that Company has not made any guarantees with respect to usage statistics or levels of impressions for any advertising except where expressly stated in the attached insertion order. Company provides Advertiser with estimated usage only as a courtesy to the Advertiser and shall not be held liable for any claims relating to said usage statistics. Any information collected by the Company, or its site vendors, relating to users or Advertiser's site (including and without limitation any personally identifiable transactional data, secure data, or demographic information relating to users of the site), shall be property of the Company, and Advertiser shall not obtain any rights in such information by virtue of this agreement.
3. **ACCEPTANCE OF ADVERTISEMENTS.** The Company may, at its sole discretion, reject any advertisements.
4. **CANCELLATION.** Campaigns cancelled more than fourteen (14) days before the scheduled start date of a campaign are subject to a 10% cancellation fee. Campaigns cancelled less than fourteen days before the scheduled start date of the campaign are subject to a 25% cancellation fee. There are no cancellations once a campaign begins. A campaign can be postponed or suspended by an Advertiser for a maximum of thirty (30) days. After thirty days, advertiser is still liable for full amount of the contract. If campaign is postponed or suspended, Company can not guarantee an exact duplication of the campaign; due to a potentially limited inventory.
5. **INDEMNIFICATION.** The Advertiser agrees to defend, hold harmless and will indemnify the Company from all damages, costs, and expenses, of any nature whatsoever, including but not limited to reasonable attorneys' fees, for which the Company may become liable by reason of its publication of the Advertiser's online advertising.
6. **COPYRIGHT.** All advertising, which represents the creative effort of the Company and/or the utilization of creativity, illustrations, labor, composition, or material furnished by it, is and remains the property of the Company, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertising.
7. **TAXES.** Prices do not include tax. In the event that any federal, state, or local taxes are imposed on the creation of the online advertising or on the sale of online advertising, such taxes shall be assumed and paid by Advertiser.
8. **PAYMENT.** The Advertiser shall make payment within 30 days of the billing date indicated on the Company's statement. In the event that the account becomes past due, in addition to such other remedies as it may have, Company shall be relieved of its obligation to perform the advertising services under this Contract and the full of the contract shall immediately become due and payable by Advertiser. The Advertiser must also reimburse company for all expenses incurred in connection within the collection of amounts payable, including court costs and attorneys fees.
9. **REJECTION OF ADVERTISEMENT.** Company reserves the right to not run any advertisement that is received and that is not in accordance with company's policies. In addition, Company reserves the right to reject or cancel any advertisement, order or reservation at any time and to reject any URL link embodied within any advertisement.
10. **LIMITATION ON LIABILITY.** Advertiser assumes all liability for content of advertising, and agrees to hold harmless, and will indemnify Company from all claims, losses, judgments, and damages arising there from. Liability for typographical errors, wrong insertions, late publications, and/or non-publication, non-performance due to Acts of God, as well as all other matters Advertiser might raise relevant to this contract, is limited to the amount charged to the Advertiser by Company for the applicable advertisement. Claims for an allowance for such matters must be made within seven (7) days of the matters first occurrence. **LIMITATION OF LIABILITY.** Company's liability is limited in all cases to the return of the charges made for the applicable advertising. **THIS LIMITATION OF LIABILITY IS A CONDITION FOR THE ACCEPTANCE OF ANY ADVERTISING BY THE COMPANY. IN NO EVENT SHALL THE AUSTIN AMERICAN STATESMAN BE LIABLE TO ADVERTISER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT OR THE PUBLICATION OF OR FAILURE TO PUBLISH ANY ADVERTISEMENT, WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ADVERTISER FURTHER AGREES THAT THE COMPANY'S PROVIDER OF AD MANAGEMENT SERVICES, WILL NOT BE LIABLE FOR ANY LOSSES, COSTS, OR DAMAGES THAT MAY ARISE FROM ADVERTISER'S USE OF AD BANNER MANAGEMENT SERVICES ON STATESMAN.COM AND THAT NEITHER THE COMPANY NOR THE AD BANNER MANAGEMENT SERVICES WILL BE LIABLE TO ADVERTISER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES.**
11. **FORCE MAJEURE.** Each party hereto shall be excused from liability to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls or regulation of federal, state, or local governments, or other causes beyond its reasonable control.
12. **ASSIGNMENT.** This Agreement may not be assigned or transferred by the Advertiser.
13. It is expressly agreed that neither Advertiser, nor the Austin American-Statesman, nor Cox Newspapers, nor their respective agents and representatives, shall disclose in any manner the terms and conditions of this Agreement to anyone not a party to it.
14. This Agreement is governed by the laws of the State of Texas
15. By signing below I certify that I am the owner or authorized representative of the Advertiser, and I hereby grant on behalf of the Advertiser its express permission and consent to receive advertising offers and other information via direct mail, telephone, email, and facsimile transmission from the *Austin American-Statesman* or any other business operated by the Company. I agree that such information may be transmitted to the mailing and email address(es), telephone number(s) and facsimile number(s) listed on the front of this agreement or to any other contact addresses and numbers used by the Advertiser. I further represent that the Advertiser is the owner or lessor of the facsimile equipment that will be used to receive fax messages at the numbers noted, or is the authorized representative of the equipment owner or lessor.
16. The advertiser has read and agrees to the Terms and Conditions by the signature below
17. This agreement is fully executed upon the acceptance by both parties' signatures.