

PAYMENT AND DELIVERY OF AD MATERIALS AND INSERTION ORDERS

Payment is due on the respective space reservation due date for all first and one-time insertions. Payment for subsequent multiple insertions is due thirty days from publication date. Invoices are rendered at date of publication. **Make checks payable to Cinefex in U.S. Dollars only. Foreign checks must be written on a bank that has a U.S. affiliate and must have your bank's international routing number imprinted on them.**

Send payment and advertising materials to:

By mail – Cinefex, P.O. Box 20027, Riverside, CA 92516 USA (**preferred address for payments**).

By delivery (weekdays only) [send no U.S. mail] – Cinefex, 7177 Brockton Ave - Ste 103, Riverside, CA 92506 USA. Telephone (951) 781-1917.

Send insertion orders and ad contracts to: Cinefex, 79 Daily Drive #309, Camarillo, CA 93010 USA. Telephone (805) 383-0800 Fax (805) 383-0803.

For further information call Bill Lindsay or Arlene Hansen at (805) 383-0800 or fax to (805) 383-0803 or e-mail: advertising@cinefex.com

TERMS AND CONDITIONS

- A. All ad materials are to be provided by Advertiser as per specifications on this Cinefex advertising rate card.
- B. Payment is due on the respective space reservation due date for all first and one-time insertions. Payment for subsequent multiple insertions is due 30 days from publication date. A standard discount of 15% is available to recognized agencies only. To collect commission, agencies must make payments in full, within 30 days of invoice date. Rates are payable in U.S. funds only.
- C. Pre-production service work, material and delivery charges incurred on behalf of advertiser in the preparation of advertising material will be billed to the advertiser and due as above. Publisher does not pay commissions on or discount production service work charges.
- D. Orders which contain incorrect rates or conditions will be inserted and charged for at regular schedule of rates. Such errors will be regarded only as clerical.
- E. Advertisers and their agencies are jointly and severally liable for payment on ads placed through an agency. All these terms and conditions apply to agencies regardless of contrary provisions in ad insertion forms used by agencies. Advertisers and their agencies agree to pay all reasonable collection costs, including attorney fees, should Publisher be required to file suit for recovery of payments per terms of this contract.
- F. All accounts over 30 days past due will be charged a 1.5% monthly service charge on their outstanding balance.
- G. The Publisher reserves the right to give better position than specified in Advertiser's order at no increase in rate.
- H. The Publisher shall not be bound to requests for special positions other than covers, premium pages 3, 4, 5, 6, 7, or 8; and has the right to determine actual position.
- I. Any attempt to simulate the publication's format is not permitted. The publisher reserves the right to place the word "advertisement" with copy which, in the Publisher's opinion, resembles editorial material.
- J. Multiple insertions will run consecutively, unless otherwise agreed in writing by Publisher and Advertiser.
- K. All ad cancellations must be received in writing (verbal cancellations are not accepted) and none may be considered executed unless acknowledged by the Publisher. Cancellation of ads is not accepted after the respective space reservation deadline (as stated on the current Cinefex rate card, 2 months prior to publication). All ad cancellations received in writing after the closing deadline will be billed in full. Cancellation of any part of ad contract voids all frequency rate, special discount, and preferred position protection; and subjects Advertiser to short rate charges equal to the difference between contracted rate and earned rate. Orders for covers, premium pages 3, 4, 5, 6, 7, or 8 and special units; and specified positions are non-cancelable after 90 days prior to the stated space reservation deadline of issue.
- L. Publisher reserves the right to repeat the previous ad when change of copy is not received or instruction to run an earlier ad is not given by the respective stated ad materials deadline on this rate card. Publisher further reserves the right to reject any ad at any time, even if it has been published previously.
- M. Advertisements not received by the stated ad materials deadline will not be entitled to the privilege of approval or revision if requested by the Advertiser or its agency.
- N. The Publisher cannot be held responsible for the quality of reproduction when specifications are not adhered to, an approved proof is not provided or Publisher generated proof is not approved, or when material arrives after the stated ad materials deadline.
- O. Under no circumstances shall Publisher be liable for any indirect, special, or consequential damages (including, without limitation, loss of profit or impairment of goodwill) of any Advertiser.
- P. All claims for ad errors must be made within 10 days of publication in which the error first appeared. Credit for errors is limited to the first insertion. Claims for error liability shall not exceed cost of ad within which the error first appeared. No allowance is granted for errors that, in the opinion of the Publisher, do not materially affect the value of an advertisement.
- Q. The Publisher shall not be liable if for any reason it becomes necessary to omit an advertisement. Advertisements are not guaranteed to run in Cinefex reprints.
- R. Publisher will not be bound by conditions appearing on insertion orders or copy instructions which conflict with provisions of this rate card, including sequential liability statements from advertising agencies.
- S. Publisher is not liable for failure to perform or delay in performance caused by strikes, accidents, fires, acts of God, or other contingencies beyond the Publisher's control.
- T. All advertisements are accepted and published by the Publisher on the representation that the agency and/or Advertiser are properly authorized to publish the entire contents and subject matter thereof.
- U. Advertiser and its advertising agency shall be responsible, jointly and severally, for all content of advertisements (including text, illustrations, trademarks, tradenames, and any other matter) and shall defend, indemnify, and hold Publisher harmless from and against any loss, expense or other liability, including Publisher's actual attorney's fee, resulting from any claims or suits for libel, violation of rights of privacy, plagiarism, copyright infringement, unauthorized use of a person's photograph, name or illustration, liability for use of classified material, and any other claims or suits that may arise out of the publication of such ad art materials.
- V. All advertising materials submitted become the property of the Publisher.
- W. Publisher will not be held responsible for consequential costs or the damages due to loss or damage of ad art materials.
- X. No conditions printed or otherwise appearing on space orders, billing instructions, or copy instructions which conflict with the Publisher's stated policies will be binding on the Publisher.
- Y. All parties agree that any ad contract or insertion order shall be executed and performed in the County of Riverside, State of California and all disputes arising in connection herewith shall be resolved in the appropriate court in the state of California.