

ADVERTISING TERMS & CONDITIONS

NEWSMAX MEDIA, INC. (“Newsmax”), a news agency, will distribute Advertiser’s campaign(s), through print, Internet, online networks, digital, broadcast, DBS and cable television, and/or email methods, pursuant to the terms of this agreement between the parties, including through Newsmax’s advertising network and through Newsmax’s in-house marketing division, which includes email, search, and other marketing methods (collectively, the “Newsmax Network”). Advertiser agrees to provide all available banner, email, print, video and/or other creative designs and copy, or other campaign resources for each campaign.

The following terms and conditions, in conjunction with the following selected Appendices, as applicable, govern the placement and delivery of advertising (“Ad” or “Advertisement(s)”) as set forth in any written agreement between the parties, to which these terms and conditions are attached (collectively referred to herein as the “Agreement”).

The following selected Appendices are hereby incorporated as part of this Agreement and apply for any specialized advertising campaign purchased by the advertiser:

1. [Appendix A](#) - Special Terms and Conditions Governing Email Advertising Campaigns
2. [Appendix B](#) - Special Terms and Conditions Governing Online Advertising Campaigns (Excluding Email)
3. [Appendix C](#) - Special Terms and Conditions Governing Television Advertising Campaigns
4. [Appendix D](#) - Special Terms and Conditions Governing Print Advertising Campaigns

In the event of conflict between these general terms and conditions and any of the terms and conditions in any of the appendices, the terms and conditions of the applicable appendice shall govern.

PAYMENT

The advertiser / customer (hereinafter, “Advertiser”) is liable for any and all amounts or services owed. Payments are payable by check or wire. If a customer uses Fax Check, Advertiser agrees to allow Newsmax to process payment using CheckMAN PRO, ACH or other check processing service within seven (7) days of receipt.

DELIVERY OF ADS

Advertiser will, at its sole cost and expense, create and deliver all content required for any Ad to Newsmax. Advertiser shall be solely responsible and liable for all Ads created and delivered to Newsmax, including, without limitation, the content contained therein and the consequences of their display in the Newsmax Network. Notwithstanding the foregoing, if such content does not conform to Newsmax’s technical specifications or does not arrive timely enough to deliver such Ad on the agreed display dates, then Newsmax, in its sole discretion, may, if applicable: (a) reject such Ad and refund any applicable amounts paid in advance; or (b) postpone running such Ad until a reasonable period of time after (i) the non-conforming content is corrected, or (ii) the late-arriving content is received. Once an Advertiser has submitted an Ad to Newsmax, Advertiser is prohibited from changing any aspects of that Ad or any Linked Content (as defined

below), including, without limitation, any content, images, claims, or offer terms, without Newsmax's prior consent, which shall not be unreasonably withheld. Failure to comply with the foregoing provision shall be a breach of this Agreement by Advertiser. Newsmax will require at least forty-eight (48) hours to incorporate any changes requested by the Advertiser to a particular Advertisement or campaign into the Newsmax Network. Newsmax may, in its sole discretion, reject or remove any Ad, for any reason, in which event Newsmax will refund any amounts paid in advance for such Ad or a prorated portion of such fees if such Ad is removed after a period of display. Advertiser may not use a third party to serve or administer any Ad without Newsmax's prior written consent, which will not be unreasonably withheld. Newsmax reserves the right to make basic grammatical and/or spelling edits to an Ad even after it has been approved by Advertiser. Newsmax will make every effort to secure a subsequent approval for these grammatical and/or spelling edits; however, previously approved Ads may be sent without a second approval of Newsmax's grammatical and/or spelling edits.

CANCELLATION AND RIGHT TO REFUSE UNACCEPTABLE ADVERTISING

Notwithstanding any other provisions in this Agreement, Newsmax reserves the right to refuse, reject, or cancel, in its sole and complete discretion, at any time any advertising that it deems unacceptable or inappropriate for any reason, including Ads that fail to comply with the Newsmax Advertising Guidelines. Without limiting the foregoing, Newsmax does not accept advertising from companies that produce or provide pornographic products or services (which Newsmax shall have sole and unilateral discretion to define) or their subsidiaries, or foundations funded by such companies whose function is to increase the public's acceptance or tolerance of such products or services. This Agreement is voidable by Newsmax immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with pornographic products or services or if the Advertiser's conduct would otherwise violate applicable consumer protection laws and regulations. Advertiser understands that Newsmax is a news agency and that breaking news and other events may warrant cancellations. In the event Newsmax must cancel an advertising campaign without notice, Newsmax will make reasonable efforts to reschedule the advertising campaign for a later time or date. See also Appendices A, B, C, and D (as applicable) for additional terms and conditions governing cancellation and rescheduling of advertising campaigns in select mediums.

ADVERTISER CANCELLATIONS

Notwithstanding any other provisions in this Agreement, Advertiser and or authorized advertising agent are required to pay Newsmax for any advertising cancellations initiated by the Advertiser or its agents after advertising materials are sent to Newsmax's designated printer, publisher ("Publisher"), or other entity responsible for delivering the final versions of the Advertisements. Advertiser and or authorized advertising agent are required to pay Newsmax a minimum production and handling charge for any advertising preparation, creative or production services for cancelled Advertisements if such advertising campaign is cancelled at the request of the Advertiser. See also Appendices A, B, C, and D (as applicable) for additional terms and conditions governing cancellation and rescheduling of advertising campaigns in select mediums.

ADVERTISER REPRESENTATIONS AND WARRANTIES

Advertiser is solely responsible for any liability arising out of or relating to any Ad provided by Advertiser hereunder and any material to which users can link through such Ad ("Linked

Content”). Advertiser represents and warrants that no part of the Ads or Linked Content will: (a) infringe on any third party’s copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance or regulation, including, without limitation, laws and regulations governing export control, consumer protection (including, without limitation, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, the Federal Trade Commission’s Telemarketing Sales Rule, and the Federal Reserve Board’s Regulation E), false advertising or unfair competition; (c) be defamatory; (d) be pornographic or obscene; or (e) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines. Advertiser further represents and warrants that (a) it holds all intellectual property and other necessary rights, including the right to display trademarks and use copyrighted materials, and to permit the display of the Ads and the Linked Content; (b) the product or service that is being promoted through any campaign hereunder is not the subject of any ongoing investigation by any local, state or federal regulatory or quasi-regulatory authorities; (c) the terms of any offer presented in the Ad or any Linked Content shall be clearly and conspicuously disclosed to consumers in compliance with current federal and state laws, regulations, and guidelines (including, without limitation, Federal Trade Commission requirements and guidelines for all marketing offers; (d) it has proper, documented substantiation for any claims, testimonials, endorsements, and other promotional materials used to sell its products or services, including (as applicable) that such claims, testimonials, endorsements, and other promotional materials are truthful, factually accurate, substantiated by scientific evidence, non-deceptive, non-misleading, and/or represent the honest opinions, findings, beliefs and/or experiences of the endorser, and (e) it will fulfill any commitments made in its Ads.

Advertiser agrees to indemnify, defend and hold harmless Newsmax, its parent, successors, subsidiaries, Publishers, and affiliates (“Affiliates”), and their respective directors, officers, agents and employees (the “Newsmax Indemnified Parties”), for any and all claims, losses, costs, liabilities or expenses (including, without limitation, reasonable attorneys’ fees and expenses) made against Newsmax by a third party or parties that were incurred or that arise from: (i) any breach of the representations and warranties or any other material term of this Agreement by the Advertiser, its agencies, or its affiliates; (ii) any claim arising or resulting from the sale or license of Advertiser’s goods or services as promoted in the Ads; (iii) any government or regulatory action, including, but not limited to, investigations, litigation, or other legal proceedings, related to such Advertisements or from the sale or license of Advertiser’s goods or services as promoted in the Advertisements, including all attorneys’ fees incurred by Newsmax as a result of complying with such action; or (iv) any other act, omission or misrepresentation by Advertiser directly or indirectly related to this Agreement. Newsmax shall have the option to participate in such defense through counsel of its own choosing. In the event this indemnity includes claims against the employees, agents, or subsidiaries of Newsmax, those employees, agents, or subsidiaries shall be indemnified just as their principal would be. Newsmax reserves the right to reject or remove any Ad or URL link embodied within an Ad at any time in the event Newsmax determines in its sole reasonable discretion that such Ad or Linked Content does not meet Newsmax’s standards or comply with this Agreement, or that such Ad or Linked Content is unlawful or inappropriate. Newsmax also reserves the right to demand third party verification for any claims made in any Ad and to terminate this Agreement in the event that such verification is not promptly provided or is unsatisfactory, in Newsmax’s sole discretion. Notwithstanding the

foregoing provisions, Newsmax has no obligation to monitor Ads or Linked Content for compliance with applicable laws or regulations and shall have no liability for any violation of same.

LICENSE

For the term of this Agreement, Advertiser hereby grants to Newsmax and Newsmax's Affiliates, Publishers, and partners a non-exclusive, royalty-free, worldwide license to (a) use, distribute, display, perform, copy, transmit, promote, market and display all Ads delivered hereunder in accordance with the terms of this Agreement and (b) use, distribute, display, perform, copy, transmit, promote, and market all associated Advertiser or third party intellectual property in connection therewith. Title to and ownership of all intellectual property rights of all Ads and associated Advertiser or third party intellectual property shall remain with Advertiser or its third party licensors. In addition, Advertiser agrees that Newsmax may, during the term of this Agreement and thereafter, include Advertiser's name (including any trade name, trademark, service mark and logo) and any Ad provided hereunder on Newsmax's customer list and in its marketing materials and sales presentations.

DISCLAIMER OF WARRANTIES

NEWSMAX PROVIDES ITS SITES AND THE SITES OF ITS AFFILIATES, PUBLISHERS, AND PARTNERS, AND ALL ITS SERVICES AND THE SERVICES OF ITS AFFILIATES AND PARTNERS, AS PERFORMED HEREUNDER, ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF ANY AD. IN THE EVENT OF INTERRUPTION OF DISPLAY OR DISTRIBUTION OF ANY AD, NEWSMAX'S SOLE OBLIGATION WILL BE TO RESTORE THE ADVERTISEMENT AS SOON AS COMMERCIALY PRACTICABLE. NEWSMAX DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY OTHER WARRANTY REGARDING QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, OR PERFORMANCE. NEWSMAX DOES NOT WARRANT OR GUARANTEE CONVERSION RATES, PAY-UP RATES, RESPONSE RATES OR ABILITY TO CONVERT RESPONSES TO ADS INTO SALES. NEWSMAX IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL.

LIMITATION ON DAMAGES

IN NO EVENT WILL NEWSMAX BE LIABLE TO ADVERTISER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER NEWSMAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES SHALL NEWSMAX BE LIABLE TO ADVERTISER OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE AMOUNTS RECEIVED

HEREUNDER. IN LIEU OF REFUND, NEWSMAX SHALL BE PERMITTED TO CAUSE THE PLACEMENT OF “MAKE-GOOD” ADVERTISING, IF THE “MAKE-GOOD” ADVERTISING IS PROVIDED WITHIN A COMMERCIALY REASONABLE PERIOD OF TIME AFTER THE LIABILITY HAS ACCRUED.

ASSIGNMENT

Advertiser may not assign this Agreement, in whole or in part, without Newsmax’s written consent. Any attempt to assign this Agreement without such consent will be null and void.

GOVERNING LAW AND DISPUTES

The validity of this Agreement, its interpretation and any disputes arising from, or relating in any way to, this Agreement or the relationship of the parties, shall be governed by the law of the State of Florida without regard to conflicts of law principles. All disputes controversies or claims, regardless of their form or nature, including, without limitation, any claim arising out of, in connection with, or in relation to the formation, interpretation, performance or breach of this Agreement, possessed by the Advertiser shall be resolved exclusively by arbitration conducted in the State of New York before a single arbitrator, in accordance with this provision and the American Arbitration Association’s (“AAA”) Rules for the Resolution of Commercial Disputes. The parties agree, notwithstanding the AAA rules regarding discovery, that each party shall have the right to propound reasonable requests for discovery, and shall have the right to conduct up to three (3) depositions. The arbitrator shall have the power on the motion of a party for good cause to either limit discovery or permit additional depositions. Judgment upon any award rendered by the arbitrator may be entered by any state or Federal court located in the State of New York. Any filing or administrative fee shall be initially advanced by the party commencing the arbitration subject to reallocation by the arbitrator. The prevailing party in such arbitration, as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled to the extent permitted by law, to reimbursement by the other party for all of the prevailing party’s costs, expenses and attorneys’ fees.

Notwithstanding anything contained in this provision to the contrary, the parties agree that any claim possessed by Newsmax is not subject to arbitration unless Newsmax, in its sole and unilateral decision, so elects and that Newsmax is fully entitled to alternatively bring an action in any state or Federal court located the State of Florida. In the event that Newsmax decides to initiate an action in state or Federal court, the Advertiser hereby consents to jurisdiction and venue in Florida, and expressly waives all rights to challenge jurisdiction and venue, including any forum *non conveniens* argument, as well as all challenges to the enforceability of this provision based on the lack of mutuality of the obligation to arbitrate.

TRADEMARK USAGE

Advertiser agrees and acknowledges that it is not permitted to use or incorporate Newsmax’s trade names, trademarks, service marks, logos, designs, artwork, similar symbols and devices (hereinafter, “Newsmax Marks”) in connection with its Advertisements or for any other reason without prior express written consent.

NON-DISPARAGEMENT

Both the Advertiser and Newsmax acknowledge that the other party desires to maintain its

positive reputation and receive positive publicity. Both Newsmax and Advertiser shall not directly or indirectly make any oral, written or recorded private or public statement or comment, and shall not depict or portray the other party in any way that may reasonably be construed as disparaging, critical, defamatory or otherwise not in the best interests of the other party. The covenants and obligations contained in this section shall survive for two years following the expiration or early termination of this Agreement.

TERM & TERMINATION

This Agreement shall be in effect from the date of execution and shall be in effect until 60 days from publications of advertisement unless sooner terminated as provided in this Agreement. Except as otherwise provided, the representations, warranties, and indemnification obligations contained within this Agreement shall survive the termination of the Agreement. All payment obligations accruing prior to the date of termination shall survive until fully fulfilled.

PRIVACY

All parties represent and warrant that they are fully compliant with applicable privacy laws and all federal and state regulations. Advertiser warrants that engaging the services provided by Newsmax shall not violate Advertiser's privacy policy.

SEVERABILITY

If any provision of this Agreement should be determined to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction or be invalid or invalidated or unenforceable by reason of any law or statute, then to the extent invalid or unenforceable, it shall be limited, construed or severed and deleted therefrom, and the remaining portions of this Agreement shall survive, remain in full force and effect, and continue to be binding and shall not be affected and shall be interpreted to give effect to the intention of the parties insofar as that is possible.

RELATIONSHIP OF THE PARTIES

Each party is an independent contractor and not a partner, joint venturer or employee of the other. Neither party shall have the right to bind the other or to incur any obligation on the other's behalf.

AGREEMENT BINDS SUCCESSORS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, successors, personal representatives, executors and assigns of each party hereto.

ENTIRE AGREEMENT

This Agreement and any and all exhibits, appendices, and attachments are the complete and exclusive agreement between the parties with the respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. No waiver of any provision of the Agreement, or any default or breach in the performance of this Agreement, shall be deemed a waiver of any other provision, or of any

subsequent default of breach, nor shall any waiver constitute a continuing waiver.

APPENDIX A

Special Terms and Conditions Governing Email Advertising Campaigns

In addition to the General Terms and Conditions of this Agreement, to which this Appendix A is appended, the following terms and conditions govern all advertising campaigns that involve the use of electronic email messages.

GENERAL EMAIL REQUIREMENTS

If Newsmax or its Affiliates or Publishers distribute Ad(s) by email, the following requirements apply:

- a. Each email Ad provided by Advertiser must comply with the CAN-SPAM Act by including, without limitation, identification of the message as an advertisement or solicitation, a physical postal address for the “sender” of the message (as that term is defined in the CAN-SPAM Act), a “from” line on all email transmissions that clearly and accurately identifies the party whose products or services are promoted in the email, a “subject” line that is reasonable related to the subject matter, and a clear, conspicuous, and functioning electronic mechanism by which the recipient of the email can request not to receive future commercial email messages from Advertiser.
- b. Advertiser must maintain an up-to-date master suppression list of individuals who have requested not to receive commercial email from Advertiser (regardless of the source from where such requests were received).
- c. If Publisher requests, Advertiser must provide Newsmax a copy of its most recent suppression list within seven (7) days during the campaign and Publisher has right to use suppression list against its in-house opt-in file at its discretion.
- d. Newsmax may, at its sole discretion, provide Advertiser’s suppression list to its Affiliates for purposes of compliance with the CAN-SPAM Act, but makes no representations or warranties regarding any Affiliate’s use of the suppression list, including, without limitation, that Affiliates will use the suppression list.

SPECIAL EMAIL TERMS

Newsmax does not guarantee exact email send times and reserves the right to adjust send times in its sole and absolute discretion.

Advertiser may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Newsmax Network. Advertiser may not take any action that imposes an unreasonable or disproportionately large load on the Newsmax Network infrastructure. Advertiser agrees that any unauthorized and/or unlawful use of the Newsmax Network would result in irreparable injury to Newsmax for which monetary damages would be inadequate. In such event, Newsmax shall have the right, in addition to other remedies available to it pursuant to the Agreement, to immediate injunctive relief against Advertiser without the need to post a bond.

PRICE

The price for an email advertising campaign is set at a rate offered by Newsmax. The Advertiser's insertion order constitutes an acceptance of this advertising rate.

PRICE DETERMINATION

If Advertiser agrees to a rate based on cost per thousand (CPM), Newsmax shall, together with the invoice, provide Advertiser with the computation of the manner which it determines the number of emails sent, the CPM rate for such email broadcast, and the total amount due. Newsmax's count shall be final in any dispute as to total emails sent and/or delivered.

EMAIL CAMPAIGNS - CANCELLATION / RESCHEDULING POLICY

Advertising campaigns that the Advertiser cancels or reschedules within four (4) business days of scheduled launch date incur cancellation charges in the following order: (i) 3 business day notice = 25% of net amount cancelled; (ii) 2 business day notice = 50% of net amount cancelled; (iii) Inside 24 hours = 80% of net amount cancelled.

APPENDIX B**Special Terms and Conditions Governing Online Advertising Campaigns (Excluding Email)**

In addition to the General Terms and Conditions of this Agreement, to which this Appendix B is appended, the following terms and conditions govern all online advertising campaigns (except email advertising campaigns) including, but not limited to, banner ads and search methods:

SPECIAL ONLINE TERMS

Newsmax, in its sole discretion, may determine whether an Ad shall be run on a particular website or through a particular Affiliate or Publisher.

Advertiser may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Newsmax Network. Advertiser may not take any action that imposes an unreasonable or disproportionately large load on the Newsmax Network infrastructure. Advertiser agrees that any unauthorized and/or unlawful use of the Newsmax Network would result in irreparable injury to Newsmax for which monetary damages would be inadequate. In such event, Newsmax shall have the right, in addition to other remedies available to it pursuant to the Agreement, to immediate injunctive relief against Advertiser without the need to post a bond.

PRICE DETERMINATION

The price for online advertising campaigns is to be determined Newsmax, and is duly noted a rate based on Cost Per Thousand (CPM) or, if Newsmax so elects, by the number of click throughs that the Advertiser's Ad receives or the percentage of gross revenues (net of shipping, handling, taxes, and other fees) received by the Advertiser during the term of the Agreement. Advertiser shall note on the Insertion Order the rate and method of calculation. Newsmax solely determined the final rate and method of calculation.

If Newsmax elects to accept advertisements based on a CPM basis or click through basis, Newsmax shall, together with the invoice, provide Advertiser with the computation of the manner which it determines the number of ad click throughs based on track codes and can, if requested, provide Advertiser with a monthly report.

If Newsmax elects to offer the advertisement on a revenue share basis, the Advertiser must, within ten (10) days of the end of each month, provide Newsmax with a summary of the revenue it received (net of shipping, handling, taxes, and other fees) and the share to which Newsmax is entitled, together with payment to Newsmax for the appropriate amount.

If the price is determined through an online bidding or exchange service, the price set forth above, as applicable, shall be based on the information provided by Newsmax. Advertiser accepts all sales and offers of bids as final.

The Advertiser shall be obligated to retain books and records pertaining to the each payment it makes to Newsmax for at least one (1) year after the conclusion of each advertising campaign. Newsmax shall have the right to audit such books and records, and shall give Advertiser reasonable notice of its request to conduct an audit.

PRICE

The price for an online advertising campaign is set by Newsmax and so noted on the Advertisers Insertion Order.

ONLINE CAMPAIGNS - CANCELLATION / RESCHEDULING POLICY

Online space requests on certain webpages or via certain Publishers or Affiliates are not guaranteed. Firm dates and inventory assignments are based on availability at the time the order is processed by Newsmax and its Publishers. Final inventory assignments are available upon request. If requested online inventory is not available, Newsmax and its Publishers will use good faith efforts to provide reasonable alternatives, subject to the termination rights set forth in the Agreement to which this Appendix B is attached.

At any time within ten (10) business days prior to the serving of the first impression of the online campaign, Advertiser may cancel the online advertising campaign by furnishing written notice to Newsmax. For clarity and by way of example, if Advertiser cancels the campaign five (5) business days prior to the serving of the first impression, Advertiser will be responsible for the first five (5) days of the campaign.

APPENDIX C

Special Terms and Conditions Governing Television Advertising Campaigns

In addition to the General Terms and Conditions of this Agreement, to which this Appendix C is appended, the following terms and conditions govern all television advertising campaigns:

SPECIAL TELEVISION TERMS

Advertisers who conduct television advertising campaigns shall make such disclosures in the

Advertisement as are necessary to comply with the Federal Communications Commissions (“FCC”) sponsor identification rules.

For any Advertisement for television campaigns, including Advertisements that appear in video format to which a link is provided, as applicable, Advertiser shall ensure such Advertisement complies with FCC close captioning rules.

PRICE & PRICE DETERMINATION

The price for online advertising campaigns is to be determined by Newsmax and the Advertiser will note such price in its Insertion Order. Newsmax may set advertising rates based on per spot aired basis or on a revenue share basis in its sole determination. (Regardless of the price determination method used for the television advertising campaign, Newsmax will issue invoices to the Advertiser together with an affidavit of performance. The number of spots includes make goods.

TELEVISION CAMPAIGNS – CANCELLATION POLICY

Advertiser must provide Newsmax with at least seven (7) days notice to cancel a television advertising campaign.

APPENDIX D

Special Terms and Conditions Governing Print Advertising Campaigns

In addition to the General Terms and Conditions of this Agreement, to which this Appendix D is appended, the following terms and conditions govern all print advertising campaigns:

PRICE & PRICE DETERMINATION

The price for print advertising campaigns is to be determined by Newsmax and be reflected in the Advertiser’s Insertion Order.

Newsmax will offer rates on a flat fee basis or a CPM rate, at its sole discretion.

PRINT CAMPAIGNS - CANCELLATION / RESCHEDULING POLICY

Advertising campaigns may be cancelled or rescheduled by Advertiser only upon written notice prior to the issue advertising close date. If Advertiser fails to give timely notice of any permitted cancellation, then: (i) cancellation is not permitted if materials have been received by the Affiliate or Publisher, or (ii) cancellation is permitted subject Newsmax’s approval. Short rate adjustments resulting from permitted cancellations, if any, will be made upon confirmation of the change in frequency. Advertiser is not entitled to review or revise advertisements that are received by Newsmax’s production department after the published close date. If new materials or material instructions are not received by the production department by the published materials deadlines, Publisher will repeat the-then most recent ad materials.

Terms and conditions can be found at:

<http://newsmaxfeednetwork.com/Terms/AdvertisingTermsHeader>



More Sales. More Leads.

Get the right ROI for your business. Gain insight and optimize your campaign performance with real-time reporting.

Advertise Now

Why Work With Us?

- Self-Serve Platform
- Full Native Experience
- Inventory On Premium Sites
- Advanced Fraud Detection
- State Of The Art Optimization Tools
- Monetize Your Website and App

Sign Up Now

Connect with us

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | |
| <input type="text"/> | |
| <input type="text"/> | |
| <input type="text"/> | |
| <input type="text"/> | |

Send