

## **Automotive News Digital Standard Terms and Conditions**

The following terms and conditions shall be deemed incorporated in every digital advertising agreement or insertion order tendered to Automotive News, Automotive News Canada, Automotive News Europe and Automotive News China unless modified by written agreement signed by an officer of Crain Communications Inc. ("Publisher"). Publisher will not be bound by conditions, printed or otherwise, on contracts, order blanks or instructions when such conditions modify or supplement its policies.

Publisher follows the 4A's/IAB Standard Terms and Conditions v. 3.0 (the "IAB Terms"), which terms are fully incorporated in every insertion order for all Automotive News products. The IAB Terms are online at [http://www.iab.net/media/file/IAB\\_4As-tsandcs-FINAL.pdf](http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf). The following polices supplement and/or replace any inconsistent items in the IAB Terms.

### **Billing and Invoicing**

Publisher will only bill and invoice off of Publisher 1<sup>st</sup> party ad server metrics. Publisher will not accept 3<sup>rd</sup> party server metrics as basis for billing and invoicing. Publisher does not reconcile with 3<sup>rd</sup> party ad server metrics.

### **Payment Terms**

All rates are net. Invoices are dated as of the first day of contract term and are due net 30 in the currency in which they are invoiced. Publisher looks to the advertising agency signing the advertising agreement or placing the insertion order for payment; however, Publisher retains that right to hold advertising agency and the advertiser jointly and severally liable for the monies due and payable to Publisher and the agency warrants by signing the advertising agreement or submitting the insertion order that it and the advertiser have accepted this responsibility.

### **Cancellation Policies**

Due to the unique nature of the sponsorship benefits to be received on flat rate units, the advertiser may not cancel or assign a signed insertion order or advertising agreement within 30 days of the start date of their campaign. For CPM campaigns, the advertiser may not cancel or assign the signed insertion order or advertising agreement within 14 days of the start date of their campaign.

Rates are based on the rate card referenced above at the contracted volumes and will be adjusted higher or lower if actual volume varies. Advertising canceled before contract end date will be subject to short rate charges. "Short Rate" is defined as the difference between the lower contracted discount rate and the rate earned based on actual volume. When the advertiser fails to meet the previously contracted volume, space or frequency, the advertiser will be billed for that difference. Any credits or rebates will expire if not used within 12 months after they are earned.

### **Webinar Policy**

In the case of sponsor's cancellation or postponement of a webinar or webcast, the sponsors will be responsible for 25% of the total agreement within four weeks prior to the event, 50% within three weeks prior, 75% of the total agreement within two weeks prior or 100% of the agreement within a week prior to the originally scheduled live event. Cost does not include data processing (i.e. list cleansing) or upload of leads to advertiser/agency lead management system.

### **Lead Generation Program Policy**

Cost does not include data processing (i.e. list cleansing) or upload of leads to advertiser/agency lead management system. Leads will be available for advertiser to download within 48 hours of campaign and will remain available for one year. Due to the unique nature and sponsorship benefits of the Lead Generation program, advertiser may not cancel or assign a signed insertion order or advertising agreement within 30 days of the start date of their Lead Generation campaign.

### **Closing Dates**

If advertiser fails to submit materials on time, an Automotive News house ad will appear in the banner position until the Advertiser's materials are submitted and posted.

### **Make Goods**

Publisher monitors campaign delivery weekly and only reports out on numbers from Publisher's ad server. Publisher does not guarantee nor provide make goods based on an advertiser/3<sup>rd</sup> party ad server. Publisher does not adjust impressions or invoicing based on 3<sup>rd</sup> party ad servers. Publisher uses 1<sup>st</sup> party ad server reports for all billing and invoicing. If under delivery is reported on Publisher's ad serving platform and a make-good is owed, Publisher will make up the missed impressions in full and work with advertiser to schedule the make-good. Publisher does not guarantee that the make-good will immediately follow/extend a campaign flight (IE: run within 30 days) due to how inventory is sold; however, Publisher will schedule the make-good at the earliest opening. Publisher does not provide a monetary payment for under delivery. All advertisers serving ads through a third party ad server must supply Publisher with login credentials to that third party server. Third party served ads will be monitored by Publisher using Adjuster.

### **Impressions**

Publisher sells and flights campaigns based on a flat rate/guarantee model. Publisher flights campaigns to start at midnight on Monday (weekly) and first day of the month at midnight (monthly). Publisher ends campaigns at midnight on Sunday (weekly) and the last day of the month (monthly). For inventory that is sold on a CPM basis, publisher will work with advertiser per IO to flight impressions accordingly.

### **Non-USA Impression Policy**

Publisher serves non-US impressions and bills on all impressions served.

### **Editorial Adjacency | Key Words | Competitive Separation**

Publisher does not monitor or adjust ad serving for key words or content adjacencies. Publisher does not offer competitive separation nor exclusivity, unless the ad unit purchased is an exclusive special sponsorship unit.

### **Viewability**

Publisher does not guarantee viewability above the fold, except for those units whose positions are designed to run above the fold, as illustrated in the current online media kit (IE: Homepage Top Leaderboard).

### **Email Language/Placements**

Publisher does not share for comment/approval with advertisers our editorial content and email opt in/opt out language. Publisher complies with CAN-SPAM requirements and applicable requirements of other jurisdictions. Publisher does not modify editorial content nor email language to accommodate advertiser. Publisher reports on email sends, opens, impressions and clicks/CTR.

### **Tracking/Retargeting**

Publisher does not allow cookies and other tagging to be placed to allow advertisers to retarget Publisher's audience outside of Publisher's products. All retargeting campaigns must be set forth in advance in a written agreement signed by both parties and may not be simply included on an insertion order.

### **Publisher's Protective Clause**

Publisher reserves the right, in its sole discretion, to discontinue operation of any Automotive News digital product at any time without notice, or to defer, suspend or cancel the operation, display or distribution of any Automotive News digital product, or of the tendered advertising, and shall not be held liable for any failure to display or distribute all or any portion of the relevant Automotive News digital product or of the tendered advertising because of labor disputes involving the Publisher or others, electronic transmission problems, errors or omissions of employees or subcontractors, or circumstances beyond its control. Publisher does not guarantee or warrant that any Automotive News digital product will be operational, accessible or viewable at all times. Publisher's sole obligation as to any failure or default on its part shall be limited to a prorated refund of its charges paid to it or, at its option, to display the tendered advertising at a later time. "Michigan" is hereby inserted into Section XIV(d) of the IAB Terms. **The Publisher reserves the right to accept or reject or omit any advertising for any reason.**