

MILESTONES ADVERTISING TERMS & CONDITIONS

1. Rates. (a) All rates are net. Agency commissions are not included in rates, and will not be paid by Publisher. (b) Rates are subject to change upon notice from Publisher. Should a change in rates be made, space reserved may be canceled by Advertiser or its Agency at the time the change becomes effective without incurring short-rate charges, provided the advertisements published to the date of cancellation are consistent with the contracted frequency rate. (c) Credits earned by increasing frequency during a contract year will be applied to future billing for space. No cash rebates will be issued.

2. Invoices and Payment. (a) Invoices will be rendered monthly, and are payable within 15 business days of the invoice date. (b) Publisher has the right to hold Advertiser and/or its Agency jointly and severally liable for any monies due to Publisher hereunder. (c) At Publisher's request, new advertisers shall complete a credit application and shall prepay for their first insertion.

3. Orders. (a) Insertion orders are due in writing on or before the Space Reservation Date, which is the 1st of the month preceding cover date, unless otherwise stated. (b) Insertion orders are accepted subject to the provisions of the then-current rate card, and subject to space availability. (c) The minimum rate holder is 1/16 page.

4. Advertising Materials. (a) Advertisements are accepted on the representation that the Advertiser and its Agency have the right to publish the contents thereof. (b) Advertising materials must be received by Publisher on or before the Materials Closing Date, which is the 5th of the month preceding cover date, unless otherwise stated. Advertising materials not received by Materials Closing Date will not be entitled to revisions, changes, cancellations, approvals, or guarantees in color matches. (c) If by the 5th of the month preceding cover date, Publisher has not received copy that, in its sole discretion, it deems acceptable for publication, it may either repeat Advertiser's most recent advertisement that Publisher has published or publish nothing. In either event, Advertiser and its Agency will be charged for any space reserved by them. (d) All contents of advertisements are subject to Publisher's approval. Publisher reserves the right to reject or cancel any advertisement or insertion order, space reservation, contract or position commitment at any time, with or without cause. (e) Advertiser represents that its advertisements are not false, misleading, deceptive or fraudulent, negative, disparaging, lewd, indecent, offensive or otherwise in poor taste; that its advertisements do not contain personal, racial, or religious attacks; and that its advertisements do not discriminate on the grounds of age, national origin, race, religion or sex; or violate, or foster the violation of, any law, regulation or ordinance. (f) Publisher reserves the right to add the word "Advertisement" above or below any copy.

5. Cancellations by Advertiser/Agency. (a) Cancellations of or changes to orders must be made in writing and must be received by Publisher on or before the Space Reservation Date. Cancellations not adhered to within this time period shall be subject to full payment of the original insertion order.

(b) Cancellation of any portion of an insertion order shall nullify all rate protection for the remainder of any schedule. (c) Cancellation of space reservations in whole or in part for any reason other than an increase in rates by Publisher shall result in an adjustment of the rate equal to the difference, if any, between the amount due at the rate named in this contract and the amount due at the rate applicable to the quantity of space used as stated in Publisher's rate card. Such additional sum shall not be due unless Publisher renders an invoice thereof within 90 days after such cancellation. Payment on any such invoice is due immediately upon receipt.

6. Cancellations by Publisher. Any order may be canceled by Publisher if Advertiser or its Agency fails to pay invoices when due, and any amount due, along with any difference between the short rates billed and the amount due at the rate applicable to the quantity of space used as stated in Publisher's rate card, shall be due immediately.

7. Omission of Advertising. Publisher's failure to insert an advertisement in any issue or issues invalidates the order for insertion in the missed issue(s), but shall not constitute a breach of contract.

8. Indemnification. Advertiser and its Agency agree to indemnify and hold Publisher harmless against any expense or loss by reason of any claims arising out of publication of its advertisement(s).

9. Limitation of Publisher's Liability. (a) In no event shall Publisher be liable for any costs or damages, consequential or otherwise, if for any reason it fails to publish an advertisement. (b) In no event shall Publisher be liable to any costs or damages, consequential or otherwise, in excess of the amount paid for the advertisement, resulting from any error(s) in the advertisement, or for any other reason.

10. Positioning. Positioning of advertisements shall be at Publisher's discretion, except where a request for a specific preferred position is accepted by Publisher in writing.

11. Miscellaneous. (a) No conditions other than set forth herein shall be binding on Publisher unless specifically agreed to in writing by Publisher. Publisher will not be bound by any conditions printed or appearing on order blanks or copy instructions that conflict with the terms herein. (b) Publisher shall not be liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any governmental or quasi-governmental agency, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or materials shortage, transportation or communication interruption of any kind, work slow down, or any condition beyond the control of Publisher affecting production or delivery in any manner. (c) Terms and Conditions, other than rates, are subject to change by Publisher without notice. (d) These Terms and Conditions shall be governed by and the rights of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. Any dispute relating to these Terms and Conditions shall be litigated in the federal or state courts in Philadelphia, Pennsylvania.