

# ArtTour International Publications Inc. Terms and Conditions

## Definitions and Acceptance of the Terms and Conditions

1. ArtTour International Publications Inc accepts publication of advertisements on the terms and conditions set out below ("Terms").

2. These Terms apply to advertisements in the ArtTour International Magazine, advertisements on [www.ArtTourinternational.com](http://www.ArtTourinternational.com) and inserts (together "Advertisements").

3. By placing an order, the Advertiser (which is the person placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser) accepts and agrees to be bound by these Terms in full.

The following terms and conditions govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), in print ArtTour International Magazines ("Magazines"), websites and mobile sites (collectively, "Websites"), email campaigns ("Email(s)"), digital ArtTour International Magazine publications ("Digital Editions"), Digital Editions and any other applications (collectively, "Apps"), and any other services (collectively, together with ArtTour International Magazines, Digital Editions, Websites, Emails, and Apps, the "Service") published and/or owned, licensed or operated by or on behalf of ArtTour International Publications. The placement of advertising on any Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms and conditions. These terms and conditions may be modified from time to time by ArtTour International Publications Inc.; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.

### **A. ArtTour International Publications Inc.'s Right To Reject, Cancel or Terminate Orders**

ArtTour International Publications Inc. reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy in connection with any Service, whether or not the same has already been acknowledged and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement. In the event of such cancellation or rejection by ArtTour International Publications Inc., advertising already run shall be paid for at the rate that would apply. In addition, ArtTour International Publications Inc. may, without any responsibility to the Advertiser, (i) remove from selected copies, editions, versions, or sections of a Service advertisements containing matter that readers have deemed objectionable; and (ii) implement blocking technology in connection with a Service. (iii) reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not print, suspend or change the position of any such Advertisement. ArtTour International Publications Inc. may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising in any of the Publications or the Websites. The Advertiser will remain responsible for all outstanding charges.

The publication of an Advertisement by ArtTour International Publications does not mean that ArtTour International Publications accepts the Advertisement has been provided in accordance with these Terms or that ArtTour International Publications has waived its rights under these Terms. ArtTour International Publications Inc., at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date.

### **B. Advertiser's Failure to Run Advertising**

All agreements for advertising frequency discounts in connection with any Service require that the specified number of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified number of advertisements, or if at any time ArtTour International Publications Inc. in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a short-rate. In such event, Advertiser and/or Agency must reimburse ArtTour International Publications Inc. for the short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually Published and paid for) within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable.

### **C. Restrictions on Advertiser's Ability to Cancel Advertising Orders for Magazines and Digital Editions**

Orders for inside or outside cover pages for Magazines and Digital Editions are non-cancelable. Options on cover positions for Magazines must be exercised at least 30 days prior to closing date. Orders for all inside advertising units for Magazines and Digital Editions are non-cancelable. Orders for all ArtTour International Publications Inc.-produced inserts for Magazines are non-cancelable. If, however, ArtTour International Publications Inc. agrees to cancel an existing order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

### **D. Advertising Positioning at ArtTour International Publications Inc.'s Discretion**

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at ArtTour International Publications Inc.'s sole discretion.

**E. Labeling of Advertisements.** Advertisements that simulate or resemble editorial content must be clearly identified and labeled "ADVERTISEMENT" or "PROMOTION" or "SPECIAL ADVERTISING SECTION" at the top of the advertisement, and ArtTour International Publications Inc. may, in its discretion, so label such copy.

**F. Errors in or Omissions of Advertisements.** In the event of ArtTour International Publications Inc.'s errors in or omissions of any advertisement(s), ArtTour International Publications Inc.'s liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to ArtTour

International Publications Inc. for the advertisement), and ArtTour International Publications Inc. shall have no liability unless the error/omission is brought to the ArtTour International Publications Inc.'s attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, ArtTour International Publications Inc. shall have no liability. In no event will ArtTour International Publications Inc. have any liability for errors or omissions caused by force majeure or errors in key numbers. In no event will ArtTour International Publications Inc. have any liability for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like.

#### **G. Warranties; Indemnification**

The Advertiser guarantees to ArtTour International Publications Inc. that:

(i) any information supplied in connection with the Advertisement is accurate, complete, true and not misleading; (ii) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement; (iii) the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice of the Advertising Standards Authority are not libelous or obscene and do not infringe the rights of any person (including any person's intellectual property rights);

#### **H. Responsibility for Payment of Advertising Bills**

All Advertisements are accepted on the basis that they will be paid for at the applicable rates set out in the applicable rate card. ArtTour International Publications Inc. may change its rates at any time by publishing the modified rates at [www.ArtTourinternationalmediakit.com](http://www.ArtTourinternationalmediakit.com). Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes ArtTour International Publications Inc., at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to ArtTour International Publications Inc.. The rights of ArtTour International Publications Inc. shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse ArtTour International Publications Inc. for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

**J. No Assignment of Advertising.** Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by ArtTour International Publications Inc., nor may Advertiser or Agency authorize any others to use any advertising space.

**K. Terms of Sale.** Payment for all advertising and services is due thirty (10) days from the date of invoice. All advertising production fees (if any) shall be billed and are due in full within (10) days from the date of invoice of the advertising campaign and prior to the publication of the Advertising campaign.

**L. Choice of Law and Forum.** All issues relating to advertising will be governed by the laws of the State of New York applicable to contracts to be performed entirely therein. Any action brought by Advertiser against ArtTour International Publications Inc. relating to advertising must be brought in the state or federal courts in New York, New York. The parties hereby consent to the jurisdiction of the state or federal courts in New York, New York in connection with actions relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

**M. Entire Agreement.** The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between ArtTour International Publications Inc. and Advertiser and/or Agency. ArtTour International Publications Inc. has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of ArtTour International Publications Inc., no other terms or conditions in contracts, orders, copy, or otherwise will be binding on ArtTour International Publications Inc.. Failure by ArtTour International Publications Inc. to enforce any of these provisions shall not be considered a waiver of such provision.

#### **N. Impression Guarantees and Calculations**

ArtTour International Publications Inc. makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of ArtTour International Publications Inc.'s Websites, Apps or Emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices. In addition, all impressions and/or other measurements of advertisements for ArtTour International Publications Inc.'s Websites, Apps and Emails shall be based solely on ArtTour International Publications Inc.'s calculations for its Websites, Apps and Emails.

**O. CAN-SPAM.** Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by ArtTour International Publications Inc. via Email may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretations thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act") and state "Do Not E-mail" registries. Advertiser agrees to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser shall fulfill all obligations of a "Sender" as specified in the CAN- SPAM Act, unless ArtTour International Publications Inc. agrees in writing to be designated as the "Sender". In either case, Advertiser agrees to comply with ArtTour International Publications Inc.'s policies intended to comply with the CAN-SPAM Act.

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