

Advertising Terms and Conditions

1. **Entire Agreement.** Pages 1 and 2 of this document, and the associated advertising material or proofs, constitute the entire agreement of the parties, and upon Advertiser's signature above and Publisher's acceptance, are a valid and binding contract ("**Contract**"). Any changes to the Contract must be in writing and signed by both parties. Advertiser is not relying on any representation or terms other than those in this Contract.
2. **Term.** This Contract is effective from the date it is accepted by Publisher to the final publication date specified on page 1 of the Contract ("**Term**").
3. **Closing Date; Insertion Orders; Cancellation.** The closing date for a magazine issue is the first day of the prior month ("**Closing Date**"). Advertiser will be deemed to have accepted all advertisement material and insertion orders at time of receipt by Publisher. Insertion orders must be received before the Closing Date, and are not part of this Contract until accepted by Publisher. Terms in an insertion order that conflict with this Contract are void. Advertiser cannot cancel any advertisement after the Closing Date. Advertiser cannot cancel this Contract after the first Closing Date.
4. **Content Authority.** Any party who presents content or subject matter for an advertisement represents and warrants to Publisher that such party owns or has authorization to publish the content and subject matter of the advertisement including, without limitation, all copyrighted or trademarked material, pictures, and testimonials. All material created or edited by Publisher are the exclusive property of Publisher and may not be printed or published in any other publication or format without consent granted by Publisher. Advertiser shall obtain all authorizations and releases necessary to publish any content it provides to Publisher for an advertisement.
5. **Editorial License.** All advertisement content is subject to Publisher's approval. Publisher has the absolute discretion to regulate and edit the content of an advertisement, such as requiring that an advertisement be designated clearly as such. Location or positioning of an advertisement is at Publisher's sole and absolute discretion.
6. **Publisher's Right to Reject or Cancel.** Publisher has the absolute discretion to reject or cancel any advertisement, even if previously published or accepted. If an advertisement is canceled, Publisher may either publish the advertisement in a subsequent issue or return any amount previously paid by Advertiser for the canceled advertisement with no other obligation or liability to Advertiser.
7. **Quality; Timing; Errors.** Publisher is not liable for the following:
 - a. Reproduction quality of print materials that fail to meet mechanical and printer requirements.
 - b. Any change in an advertisement requested after the applicable Closing Date.
 - c. Errors in key numbers, free information numbers, pubset type or advertiser index.
 - d. Failure to publish and/or circulate any part or all of an issue, to complete an insertion order, or to perform any other obligation as a result of any event beyond Publisher's control.
8. **Return of Materials; Destruction.** Publisher will return Advertiser's advertising materials at the end of the Term, if requested by Advertiser in writing. Advertiser shall pay all costs of packaging and shipping in advance.
9. **Rate Changes.** Publisher has the absolute discretion to change publishing rates without notice. When a rate change becomes effective, Advertiser may cancel the Contract for the remainder of the Term without a short rate penalty charge, if Advertiser is not then in default.
10. **Production Costs.** Advertiser must provide print-ready artwork/ads or pay all costs of advertisement preparation. Ads created by Perfectify Magazine may be purchased for use in other publications or formats subject to Advertiser's written consent.
11. **Default.** If Advertiser cancels the Contract, fails to pay Contract charges when due, or otherwise breaches the Contract, Publisher may exercise any or all of the following remedies:
 - i. Any rate volume discount is void, and Advertiser will pay Publisher the difference between (i) the Contract rate for all months of the Term and (ii) the rates applicable for the volume of space actually used, in accordance with Publisher's applicable rate card then in effect ("**Short Rate**").
 - ii. The entire Contract price, Short Rate, and other charges shall become immediately due and payable.
 - iii. Advertiser shall pay a service charge of 1.5% per month on the amount due until paid.
 - iv. Advertiser shall pay a \$35 fee for a returned check or a declined credit card.
 - v. Advertiser shall pay all collection charges including without limitation Publisher's attorneys' fees, expenses and court costs.
12. **Joint and Several Liability.** Advertiser and its agency or representative shall each be jointly and severally liable for all charges due under this Contract.
13. **Limitation of Liability.** Advertiser's sole and exclusive remedy for Publisher's breach of this Contract by Publisher is to receive a refund of amounts previously paid limited to the affected advertisement, and Publisher shall not be liable for other damages of any nature whatsoever.
14. **Indemnity.** Advertiser agrees to indemnify Publisher against all demands, claims, actions, losses, damages, liability, and expenses, including attorneys' fees, (i) arising from the printing, publishing, or copying of any advertisement submitted by Advertiser, or (ii) based on the content and subject matter of the advertisement, or (iii) relating to copyright or trademark infringement, defamation, libel, unauthorized use of likeness, invasion of privacy, or any other claim based on the advertisement or Advertiser's actions.
15. **Governing Law.** This Contract is governed by Arizona law, without regard to its choice of law principles.
16. **Parties.** As used in this Contract, the term "Advertiser" includes the party listed on page 1, as well as its advertising agency or representative, as applicable. The term "Publisher" refers to Perfectify Magazine and its agents and representatives.