

# McMAHON GROUP

## *Digital Advertising Policy*

1. All advertisements are subject to approval by the Publisher, who reserves the right to reject or cancel any advertisement at any time.
2. All digital advertising positions are sold on a first-come, first-served basis. Vacant positions will be reserved upon receipt of an insertion order or signed ad schedule. Upon reservation, digital advertising positions are noncancellable.
3. Advertisers and sponsors have no advance knowledge of editorial content, and editors do not shape content to accommodate advertising. Advertisers cannot influence editorial decisions.
4. Advertising is not sold or purchased based on editorial adjacency.
5. The appearance of advertising on any McMahon Group (MG) site is neither a guarantee nor an endorsement of the claims made in such advertising.
6. Any advertising that appears on a MG website or email newsletter will be clearly distinguishable from editorial content.
7. MG's advertising sales representatives have neither control over, nor prior knowledge of, specific editorial content before it is published online.
8. Advertisers have no control or influence over the results of searches a user may conduct on MG's websites. Search results are based solely on the functionality available through search software (e.g., keywords) and user-defined criteria (e.g., displaying most recent items first).
9. All advertisements are accepted and published by MG on the warranty of the agency and advertiser that both are authorized to publish the advertisement in its entirety.
10. In consideration of publication of an advertisement, the advertiser and the agency, jointly and severally, agree to indemnify and hold harmless MG, its officers, agents and employees, against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of privacy, copyright infringement and plagiarism.
11. MG shall not be liable for any failure to publish any advertisement accepted by MG; however, Publisher shall use its reasonable efforts to place such advertisement in subsequent available space.
12. All advertisements must clearly and prominently identify the advertiser, by trademark, logo, name, signature, etc.

13. Any reference to MG or its publications or personnel in advertisements, promotional material, or merchandising by the advertiser or the agency is subject to MG's prior written approval for each such use.

14. All advertising contract position clauses are treated as requests. Since advertising inventory constantly changes, Publisher cannot guarantee fixed positioning, unless otherwise indicated as exclusive sponsorship.

15. Publisher is not responsible for any damages, including but not limited to actual, direct, incidental or consequential damages, for errors in displaying an ad.

16. Publisher may change the terms set forth herein at any time, provided that no such change applies to ads whose closing date precedes the announcement of the change.

17. Publisher will not be bound by any condition, printed or otherwise, appearing on any insertion order or copy instructions when such conditions conflict with the conditions set forth in this policy statement.

18. In the event of nonpayment, MG reserves the right to hold advertiser and/or its advertising agency liable.

19. Any use of the publication trademarks or copyrighted materials owned by MG for links to and from MG websites must be approved, in advance, by MG. Any unauthorized linking is prohibited.

20. MG neither endorses nor supports any product or organization linked to MG's websites, nor is MG responsible for the content of any website promoted in an advertisement published in its printed publications.

21. Recruitment ads: All advertisements for employment must be nondiscriminatory and comply with all applicable laws and regulations. Ads that discriminate against applicants based on age, sex, race, religion, marital status, or physical disability will not be accepted. Non-US recruitment advertisers must be equal opportunity employers.

22. Advertiser links to other websites cannot prevent a user from easily returning to MG's websites.

23. MG does not release personally identifiable data on the users of our websites or email service to advertisers.

24. Online advertisers may receive reports that show aggregated data about response to their advertisements, including but not limited to the number of ad impressions and the number of times an advertisement was clicked on.

## **Addendum to McMahon Group Digital Advertising Policy**

All digital advertising positions are noncancellable upon submission of a signed insertion order.

### **EXCEPTIONS:**

#### **1. Earned Right of First Renewal:**

- a. Advertisers who commit to a given advertising position for a minimum of three months on a noncancellable basis shall earn the Right of First Renewal (ROFR) on the same advertising position for up to nine additional months within one calendar year of the first reserved advertising month. The specific additional months desired (herein referred to as "Flex Months") must be clearly stated on the insertion order for the initial three noncancellable months.
- b. Flex Months may only be cancelled prior to the 1<sup>st</sup> of the prior month for ads in those months (i.e., before February 1<sup>st</sup> for a March Flex Month). All cancellations must be submitted via signed order. Once the 1<sup>st</sup> of the prior month passes, the Flex Month becomes a noncancellable space reservation to be paid at the earned rate.
- c. If another advertiser wants to reserve any of the Flex Months, the owner of the ROFR shall have 48 hours to fully commit to those months. Committing to the Flex Months to prevent another advertiser from reserving them shall constitute a noncancellable reservation for those months and a revised signed insertion order shall be submitted to reflect this within the original 48-hour window.

#### **2. FDA Mandate:**

- a. Future insertions can be cancelled without penalty in the event of an FDA action that publicly states that a previously approved product is no longer allowed to be marketed. This does not apply to products awaiting FDA approval for new entry into the market.
- b. Space reserved for prelaunch campaigns is subject to the following: In the event that an advertiser's launch will be delayed or cancelled by the FDA, the advertiser agrees to fulfill their confirmed space reservation commitment for three months immediately following the date the notification of cancellation is provided to McMahon Publishing. All remaining reserved space beyond the three-month period will be cancelled without further penalty.