



## **Advertising Terms and Conditions**

### **AgWeb.com Standard Terms and Conditions**

#### **1. Display of Advertising Material**

- AgWeb.com may redesign its site in its sole discretion at any time. If any redesign materially and adversely affects the placement of one or more advertisements, or if AgWeb.com is otherwise unable to display such advertisements, AgWeb.com will work with advertiser(s) to display the affected advertisement(s) elsewhere in comparable areas of the AgWeb.com site.
- The advertising inventory under this Insertion Order is for use solely by the Advertiser and may not be used by any third party.
- Any guarantees are to impressions (as measured by AgWeb.com in accordance with its standard methodologies and protocols), not “click throughs”. AgWeb.com will provide Advertiser with standard usage information related to the advertisements. Advertiser may not disclose such information to any third party without AgWeb.com’s express prior written consent.
- AgWeb.com will not make good for under delivery due to delays caused by advertiser/agency.
- Per IAB standards for Third Party advertisement delivery:  
Controlling Measurement. If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO (“Controlling Measurement”) will be determined as follows:
  - i. Except as specified in Section XIII(b)(iii), the Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the “IAB/AAAA Guidelines”).
  - ii. If both ad servers are compliant with the IAB/AAAA Guidelines, the Controlling Measurement will be the Third Party Ad Server if such Third Party Ad Server provides an automated, daily reporting interface which allows for automated delivery of relevant and non-proprietary statistics to Media Company in an electronic form that is approved by Media Company; provided, however, that

Media Company must receive access to such interface in the timeframe set forth in Section XIII(c), below.

- iii. If neither party's ad server is compliant with the IAB/AAAA Guidelines or the requirements in subparagraph (ii), above, cannot be met, the Controlling Measurement will be based on Media Company's ad server, unless otherwise agreed by Agency and Media Company in writing.
- If Third-Party reporting is not provided within 60 days for any of the insertion order elements, invoicing will be solely based on AgWeb.com's ad-serving software.
- AgWeb.com may discontinue the display of advertisements if the total number of impressions for any specified display period is reached prior to the scheduled display stop date. If there is a shortfall in delivery of impressions as of the end of a specified display period, AgWeb.com will provide, as Advertiser's sole remedy, "make good" impressions through comparable placements, to be delivered no later than ninety (90) days following the end of the term.
- Advertisers must provide all necessary artwork and active URLs to AgWeb.com in the time frame and the specified within the Advertising Specifications.
- AgWeb.com will be entitled to reject or discontinue advertisements at any time. In such event, Advertiser will be responsible for only a pro-rata portion of payments due hereunder, based on impressions delivered (the "Pro-rata Payments").
- Advertiser shall bear full responsibility for all products or services offered, sold, or licensed through the advertisements or the Advertiser's website. Advertiser will collect and pay all taxes related to the sale or licensing of such products or services.

## **2. Legal Terms & Conditions**

- License and Warranties. Advertiser hereby grants AgWeb.com the right to market, display, reproduce (including compression and temporary storage), distribute, perform, transmit and promote the advertisements together with any content or materials on any interactive site linked to the advertisements through the AgWeb.com website. Advertiser certifies that it has all necessary rights and permissions to offer, sell and/or license such products and services through the advertisements and the Advertiser's website, and that the advertisements and the Advertiser's website do not and will not violate any applicable laws or regulations or any third-party rights (including, without limitation, intellectual property rights), or contain any libelous or defamatory materials. Advertiser certifies that the advertisements and the Advertiser's website will at all times comply with all standard, written policies applicable to AgWeb.com, including the privacy policies and advertising specifications.
- AgWeb.com Trademarks. Advertiser shall not use, display or modify AgWeb.com's trademarks in any manner without the prior written consent of AgWeb.com.

- Limitation of Liability; Disclaimer; Indemnification. (A) Except in connection with the confidentiality, solicitation, tax and indemnity provisions herein, damages under this agreement shall be limited to direct damages, (B) AgWeb.com does not make and specifically disclaims any representations or warranties, express or implied, and under no circumstances will AgWeb.com's aggregate liability hereunder or in connection herewith (including, without limitation, in respect of the indemnity below) exceed the advertising fees actually paid by Advertiser to AgWeb.com hereunder, and (C) each party ("indemnifying party") hereby agrees to indemnify, defend and hold harmless the other party and the officers, directors, agents, affiliates, distributors, franchises and employees of the other party from and against all claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings arising out of any material breach by indemnifying party of any duty, representation or warranty under these Terms and Condition.
- Related Limitations and Covenants.
  - Neither AgWeb.com nor its affiliates shall have any liability whatsoever by reason of error for which they may be responsible in any advertisement beyond liability to give the advertiser or advertising agency credit for so much of the space occupied by the advertisement as is materially affected by the error; and its obligation to give such credit shall not apply unless it is notified of the inaccuracy within 48 hours following the posting error.
  - AgWeb.com does not guarantee any given level of circulation, distribution, reach or readership for any advertisement.
  - The advertiser and advertising agency jointly and severally assume liability for all content (including text representation, illustrations, updates and links to other internet content) of advertisements published and also assumes responsibility for any claims arising therefrom made against AgWeb.com or its affiliates, including all costs associated with defending any such claim.
  - All advertising copy that may be mistaken by a reader as news, feature or other non-advertising materials must be clearly marked "advertisement".
  - AgWeb.com shall not be liable to the Advertiser for any technical malfunction, computer error or loss of data or other injury, damage or disruption to advertisements or any web sites.
  - In the event an account is referred to a third party for collection, advertiser and advertising agency agree to pay all collection fees including attorneys' fees and court costs incurred to effect collection.

### **3. Solicitation; Privacy Policy; User Information**

- Advertiser shall not send unsolicited, commercial email or other online communications (e.g., “spam”) through or into AgWeb.com and shall comply with all standard AgWeb.com bulk email policies.
- Advertiser shall ensure that its collection, use and disclosure of information obtained from AgWeb.com users under this Insertion Order complies with all applicable laws, regulations and privacy policies.
- Advertiser shall not disclose such user information to any party, nor shall Advertiser use or allow any other party to use such user information in any manner that is or could reasonably be expected to be used by or on behalf of any product or service competitive with AgWeb.com. This section shall survive the completion, expiration, termination or cancellation of this Insertion Order for a period of two (2) years.

#### **4. Confidentiality.**

Both parties will keep the existence and terms of this Insertion Order confidential and neither party will publish any press release related hereto without the prior written consent of the other party.

#### **5. Termination**

- Either party may terminate this Insertion Order in the event of a material breach of this Insertion Order by the other party, which remains uncured after ten (10) days written notice thereof. In addition, AgWeb.com may terminate this Insertion Order upon a material breach by Advertiser of any other agreement between the parties which is not cured within cure period set forth in such agreement. If AgWeb.com terminates this Insertion Order due to Advertiser’s material breach of any requirement of this Insertion Order or of any other written agreement with AgWeb.com, all of Advertiser’s payment obligations hereunder shall survive such termination. If Advertiser terminates this Insertion Order due to AgWeb.com’s material breach of this Insertion Order, Advertiser will be responsible only for the Pro-rata Payments.
- AgWeb.com may terminate this Insertion Order at any time for any reason upon thirty (30) days written notice to Advertiser (or upon such shorter notice as may be designated by AgWeb.com in the event that AgWeb.com believes in good faith that further display of the advertisements will expose AgWeb.com to liability or other adverse consequences). In such event, Advertiser will be responsible only for only the Pro-Rata Payments.

#### **6. Miscellaneous**

- This Insertion Order sets forth the entire agreement between Advertiser and AgWeb.com with respect to the transactions set forth herein, and supersedes any and all prior agreements of AgWeb.com or Advertiser with respect to such transactions. If an advertising agency signs this Insertion Order on behalf of Advertiser, the agency thereby represents and warrants that it has full authority to bind Advertiser to the terms of this Insertion Order and that it will ensure that Advertiser complies with all such terms.
- Advertiser shall not make any assignment of this Insertion Order or any rights benefits or obligations hereunder (including, without limitation, by way of merger or consolidation) without the prior written consent of AgWeb.com. In the event of an assignment, this Insertion Order shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
- This Insertion Order shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois, except for its conflicts of laws principles. Advertiser hereby irrevocably consents to the exclusive jurisdiction of the courts of the State of Illinois and the federal courts situated in the State of Illinois in connection with any action arising under this Insertion Order.