

# COPY & CONTRACT REGULATIONS

A. TWIST MAGAZINE reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy for any reason at any time, whether or not the same has already been acknowledged and/or previously published. In addition, TWIST MAGAZINE reserves the right to remove from selected copies of the publication advertisements containing matter that subscribers have deemed objectionable. In the event of such cancellation or rejection by TWIST MAGAZINE, advertising already run shall be paid for at the rate that would apply if the entire order were published. Cancellation of any portion of any advertising order or contract by the Advertiser or its Agency or failure of the Advertiser or its Agency to have published the specified number of pages automatically nullifies any rate discount, including any rate discount applied to previously published advertisements, and may result in a short-rate. In such event, the Advertiser or its Agency must reimburse TWIST MAGAZINE for the short-rate, which is the difference between the rate charged on the contracted frequency and the higher rate based on reduced frequency, within 30 days of invoice therefore.

B. Orders that contain rates that vary from the rates listed herein shall not be binding on TWIST MAGAZINE and may be inserted and charged for at the actual schedule of rates.

C. Advertisements that simulate editorial content must be clearly defined and labeled "ADVERTISEMENT" and TWIST MAGAZINE may, in its discretion, so label such copy.

D. Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and inserted but such restrictions or specifications are at TWIST MAGAZINE's sole discretion. In no event will adjustments, reinstatements or refunds be made because of the position in which an advertisement has been published. Notwithstanding the foregoing, if Advertiser has paid a premium for a particular position, reimbursement for failure to publish an advertisement in a particular position shall be limited to the refund of such premium to the Advertiser.

E. The Advertiser or its Agency may not cancel orders for or make changes in advertising materials after the closing date.

F. TWIST MAGAZINE is not responsible for errors or omissions in any advertising materials provided by the Advertiser or its Agency (including errors in key numbers) or for changes made after the closing date. TWIST MAGAZINE shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of any issue or issues of TWIST MAGAZINE because of strikes, work stoppages, accidents, fires, acts of God or any other circumstances not within the control of TWIST MAGAZINE. In the event of errors in or omissions of any advertisement(s) which result from an error on the part of TWIST MAGAZINE, TWIST MAGAZINE'S liability shall not exceed a refund of amounts paid to TWIST MAGAZINE for the advertisement. TWIST MAGAZINE is not responsible for errors in key numbers.

G. Inserts: (1) A facsimile of any furnished insert must be submitted to TWIST MAGAZINE prior to printing of the insert. (2) TWIST MAGAZINE is not responsible for errors or omissions in, or the production quality of, furnished inserts. (3) The Advertiser or its Agency shall be responsible for any additional charges incurred by TWIST MAGAZINE arising out of the Advertiser or its Agency's failure to deliver furnished inserts pursuant to TWIST MAGAZINE'S specifications. (4) In the event that TWIST MAGAZINE is unable to publish the furnished insert as a result of Advertiser's or its Agency's failure to comply with TWIST MAGAZINE's specifications, the Advertiser or its Agency shall remain liable for the space cost of such insert.

H. 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 TWIST MAGAZINE relating to advertising must be brought in the state or federal courts in New York, New York and the parties hereby consent to the jurisdiction of such courts

I. The Advertiser or its Agency each represent that they are authorized to publish the entire contents and subject matter of any advertisement submitted to TWIST MAGAZINE and that any such advertising (including product samples) complies with all applicable laws and regulations and does not violate or infringe the rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce TWIST MAGAZINE to publish such advertisement, the Advertiser or its Agency each agree jointly and severally to indemnify, defend and hold harmless TWIST MAGAZINE and its employees and representatives from and against any and all liability, losses, damages, and expenses of any nature (including without limitation, attorneys' fees) arising out of the copying, printing, publishing, distribution or transmission of such advertisements in TWIST MAGAZINE including but not limited to any claims for libel, defamation, misappropriation, invasion of privacy, copyright or trademark infringement, violation of rights of privacy or publicity and/or any other claims or suits now known or hereinafter devised or created.

J. In the event an order is placed by an Agency on behalf of the Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of the Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both the Advertiser and the Agency.

K. The Advertiser or its Agency agree to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on the Advertiser's behalf. Advertiser authorizes TWIST MAGAZINE, at its election, to tender any bill to Advertiser's Agency, and such tender shall constitute due notice to the Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of the Advertiser and Agency. Payment by the Advertiser to the Agency shall not discharge the Advertiser's liability to TWIST MAGAZINE.

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The rights of TWIST MAGAZINE shall in no way be affected by any dispute or claim between the Advertiser and the Agency.

L. The Advertiser or its Agency may only use the advertising space for the advertisement as agreed to by TWIST MAGAZINE. The Advertiser or its Agency may not use or authorize others to use the 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 TWIST MAGAZINE.

M. TWIST MAGAZINE reserves the right to use any of the commercially accepted printing processes.

N. The Advertiser or its Agency may not cancel orders for any inside advertising units unless such a request is submitted in writing to and received by TWIST MAGAZINE 15 days prior to closing date. The Advertiser or its Agency may not cancel orders for supplied inserts unless such a request is submitted in writing to and received by TWIST MAGAZINE by the first day of the fourth month preceding the date of issue. The Advertiser or its Agency may not cancel orders for any TWIST MAGAZINE—produced inserts without the written agreement of TWIST MAGAZINE. Should TWIST MAGAZINE agree to cancel an existing order, the Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of the Advertiser, including the cost of services, paper and/or printing.

O. The Advertiser and/or Agency agrees to reimburse TWIST MAGAZINE for its attorneys' fees and costs in collecting any unpaid charge or portion of the charge for any advertisement.

P. The copyright in any advertisement created by TWIST MAGAZINE is owned by TWIST MAGAZINE, and may not be otherwise used by the Advertiser or third parties without TWIST MAGAZINE's prior written consent. The Advertiser and Agency agree that any advertisements published may, at TWIST MAGAZINE's option, be included in all media, whether now in existence or hereafter developed, in which the issue containing the advertisement is published, reproduced, distributed, displayed, performed, or transmitted, in whole or in part.

Q. Rates and units of space are effective with the January 2006 issue. Announcement of any change in rate will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Orders for issues thereafter will be at the rates then prevailing. All rate discounts must be used within six months after the end of the period in which they were earned. Unused rate discounts will expire six months after the end of the period in which they were earned.

R. Ratebase guarantees are made on an annual (12 month) contract-year average.

S. Agency Commission: 15% of gross advertising charge to recognized agencies.

T. Terms of sale: Payment due thirty (30) days from date of invoice. Interest will be charged at rate of 1.5% per month on past due balances. TWIST MAGAZINE reserves the right to change the payment terms to cash with order at any time.

U. In consideration of TWIST MAGAZINE's reviewing for acceptance or acceptance of any advertising for publication in TWIST MAGAZINE, the Advertiser or its Agency agrees not to make promotional or merchandising reference to TWIST MAGAZINE in any way without the prior written permission of TWIST MAGAZINE in each instance.

V. The foregoing terms and conditions shall govern the relationship between TWIST MAGAZINE and the Advertiser and/or Agency. TWIST MAGAZINE has not made any representations to the Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing by TWIST MAGAZINE, no other terms or conditions, printed or otherwise, appearing in contracts, orders, copy, instruction, or otherwise which conflict with, vary, or add to these terms and conditions or the provisions of TWIST MAGAZINE'S rate card will be binding on TWIST MAGAZINE. TWIST MAGAZINE has the right to insert the advertising anywhere in the magazine at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising within an issue of the Magazine (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed. TWIST MAGAZINE'S inability or failure to comply with any such condition shall not relieve the Advertiser or its Agency of the obligation to pay for the advertising.