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1. Publisher's Right to Alter Publications, Services, and Rates. Publisher reserves the unlimited right, whenever and as often as Publisher chooses, to alter any one or more of the Publications, Services and rates as it sees fit, including, without limitation, by (i) changing the name, format, position and/or subject matter of any of the Publications and Services and/or adding and/or deleting any sections, positions or pages thereof; (ii) changing service providers, platforms, data providers and/or the process by which Publisher receives Advertiser's data and/or ads; and/or (iii) discontinuing or modifying any advertising rate or applicable terms.

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3. Supplements. Every supplement delivered under the Contract (including cards, envelopes and other supplements) must be identified, on the front cover, as being an advertising supplement. News-style advertising supplements must carry the word the "Advertisement" or "Ad" on the first page of the supplement.

4. No Assignment by Advertiser. Advertiser shall not broker, resell or assign any of its rights, duties or obligations under the Contract (including without limitation any ad space or hyperlink links) without Publisher's express written permission.

5. Errors. Publisher shall not be liable, and shall not issue any credit or adjustment, for slight changes, typographical errors or other errors that do not materially diminish the value of the Ad. In the event of an error that materially diminishes the value of the Ad, the error may be corrected or repeated by Publisher, at the expense of Advertiser, and Publisher's entire liability and Advertiser's sole remedy shall be limited to one of the following, at Publisher's option: (A) publishing the Ad (or republishing a corrected version of the Ad) as soon as practicable after the error is brought to Publisher's attention; or (B) crediting Advertiser (or refunding Advertiser's payment) for so much of the space occupied by the Ad as is materially affected by the error; provided, however, as follows: (i) no credit or refund shall be given for more than one incorrect insertion, unless Publisher is notified of the error in writing before the publication deadline for the next insertion; (ii) no credit or refund shall be given for any error if Publisher receives the request to run the Ad (or receives corrections or changes to copy submitted as "proof") after the applicable deadline for publication; (iii) no credit or refund shall be given for omissions or errors (including but not limited to omissions or errors of key numbers) not included in original text, photos, camera ready repros or negatives submitted by or on behalf of the Advertiser; and/or (iv) no credit or adjustment requests for error may be made more than 30 days after the date of the insertion. In no event shall Publisher's liability for omissions or errors exceed the amount actually paid by Advertiser for the Ad. ADVERTISER EXPRESSLY WAIVES AND RELEASES PUBLISHER FROM ANY AND ALL LIABILITY FOR INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS OR BUSINESS).

6. Advertiser acknowledges that to all Advertisements in the Publication and Services, the parties hereby agree that Publisher may publish, preserve, record and distribute the Advertisements in any format or media now existing or hereafter invented in which the Publications or Services are published, preserved, recorded or distributed.

7. No Liability for Lost or Damaged Artwork. Publisher shall not be liable for lost or damaged artwork or other materials submitted by or on behalf of Advertiser.

8. Materials Created by Publisher. Publisher retains all rights (including copyrights) in and to any and all advertisements and materials created by Publisher or its affiliates.

9. Post-Deadline Cancellation of Ads; Changes Requested by Advertiser. Orders are non-cancelable after applicable deadline. Advertiser agrees to pay for each Ad canceled after space reservation deadline, regardless of whether the Ad runs. In addition, if Advertiser requests a change in any Ad after the applicable change deadline, (i) Publisher may, but need not, make the change; and (ii) Advertiser agrees to pay any additional charges imposed by Publisher by reason of such change.

10. Payment of Invoices; Credit Approval. If Advertiser fails to make timely payment of one or more invoices and Publisher proceeds for the collection of any amounts unpaid, Advertiser shall pay, in addition to the judgment, any costs incurred by Publisher to collect such amounts, including without limitation court costs and attorneys' fees. If, at any time, Publisher determines in Publisher's sole judgment that Advertiser's credit is not satisfactory, Publisher may require cash in advance or satisfactory security and/or may terminate this Agreement immediately. Such termination shall be "for cause" if, as of the date of termination, Advertiser (i) has failed to make timely payment of one or more invoices; or (ii) has filed (or has had filed against it) any voluntary or involuntary bankruptcy petition or is otherwise insolvent.

11. Taxes. In the event any tax is imposed on the products or services provided by Publisher, Advertiser specifically agrees to pay such tax or taxes and that such tax or taxes shall be added to the rates set forth on the then current rate cards or proposal.

12. Pass Through Expenditures: Shared Mail. Pass Through Expenditures include all expenses billed to the customer for which Publisher does not intend to generate a profit, including without limitation, taxes, postage and agency commissions. All shared mail services are postal rate based and subject to postal rate increases.

13. Advertiser Responsible for Advertisements. With respect to each Advertisement and all Advertiser Content, Advertiser (i) assumes liability for the form and the entire content of the Advertisement; (ii) acknowledges and agrees that Advertiser is solely responsible for any action to protect its ownership rights in the Advertisement; and (iii) represents and warrants (A) that the Advertisement conforms to all applicable laws; (B) that Advertiser has full ownership rights or necessary licenses to the Advertisement; (C) and that publication of the Advertisement shall not be in violation of any trademark, copyright, proprietary or other right of any person, firm or corporation; and (D) that there is currently no pending or, to the best of Advertiser's knowledge, threatened claim or action by or against Advertiser regarding the above-referenced rights, and that, to the best of Advertiser's knowledge, there is not currently any use thereof by others which would or might tend to be adverse to the rights of Advertiser. This section shall survive termination of the Contract.

14. Indemnity. Advertiser hereby agrees to indemnify, defend and hold the Publisher harmless against any claims, demands, judgments, causes of action, costs, damages or expenses (including attorneys' fees) arising out of or related to (1) a breach by the Advertiser of any representation, warranty or covenant under the Contract, (2) any suit, claim or proceeding for libel, unfair trade practices, unfair competition and all violations of the right of privacy resulting from the publication by the Publisher of the Advertisement, the Contract or any suit, claim or proceeding and shall permit Advertiser to defend any such claim. This indemnification obligation shall survive termination of the Contract.

15. Unsolicited Advertising. Advertiser specifically grants Publisher the right to send unsolicited advertisements to any Advertiser Group member(s) by any method or media now existing or hereafter invented, including, without limitation, by facsimile or internet or e-mail. "Advertiser Group" means Advertiser, each Sub-Account Advertiser and anyone authorized to act on the Advertiser's and/or any Sub-Account Advertiser's behalf.

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17. Governing Law. The Contract will be governed by and interpreted in accordance with the laws of the State of Minnesota without giving effect to conflicts of law principles.

18. Notice. All notices relating to the Contract must be in writing and sent via U.S. mail to the other party's current address if available, or via email, or fax; and shall be deemed received upon receipt.