

CLASSIFIED ADVERTISING PRINT RATE CARD TERMS AND CONDITIONS

1. Approval and License

1.(a) All advertising is subject to approval and acceptance at Daily News, L.P.'s (the "Daily News") option. The Daily News reserves the right to reject, remove or cancel any advertising space reservation or position commitment at any time and for any reason in its sole discretion. The Daily News does not knowingly accept advertising which is in violation of the federal, state or local laws regarding employment, housing or lending. The Daily News reserves the right to limit, omit, or reject advertising or designate the classification and the rate applicable thereto. All copy must be a minimum of 4 lines unless otherwise indicated. The Daily News and any third party network on which advertising will be displayed (collectively, the "Publishing Party") shall be entitled to reproduce, display, republish and distribute the advertising in any medium, and as part of any service, in which the website(s), properties, applications and/or devices described on the insertion order (the "Distribution Network") are published or made available under license from the Publishing Party. The Publishing Party shall have the right to modify, copy, reformat, transmit and otherwise manipulate any advertising provided in connection with such reproduction, display and/or distribution.

1.(b) If any advertiser or agency engages Daily News to provide, and Daily News agrees to provide, advertising design services, Daily News will design the advertisements using text, photographs, trademarks, trade dress elements, and other intellectual property provided by advertiser or agency ("Advertising Materials"). By providing such materials to Daily News, advertiser and, if provided by an agency, agency represent that it/they has/have the right to provide such materials, and have the Publishing Party distribute, reproduce, display, and republish such materials, without violating the rights of any third party. Such Advertising Materials must be provided in a form and format prescribed by Daily News and within the deadlines prescribed by Daily News. Daily News shall have no liability for delays in performance, or failure to provide deliverables, resulting from any delays caused by advertiser or agency, and Daily News shall have no liability for the content of any advertisement. Advertiser's and agency's sole remedy for any failure of Daily News to provide the services described herein shall be to receive replacement design services. Advertising design services are provided on "as is" basis with no warranties whatsoever. TO THE FULLEST EXTENT PERMITTED BY LAW, DAILY NEWS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, ASSOCIATED WITH SUCH DESIGN SERVICES.

2. Payments

Payment of accounts having monthly credit terms is due on the fifteenth of the month following that in which the advertising appeared. Continuation of credit privileges is dependent upon prompt payment. Payment must accompany all orders from accounts which have not established credit with the Daily News. Credit terms applicable to any advertiser are solely within the discretion of the Daily News and may be changed or discontinued by the Daily News at any time. If the Daily News exercises its option to terminate any advertising contract with an advertiser by reason of such advertiser's default, the account of such advertiser shall become immediately due and payable in full regardless of any credit terms that may have been applicable to such advertiser.

3. Non-Contract Rates

3.(a) Frequency

- (i) No change in classification or size.
- (ii) Copy must appear for the length of the order in the section in which it was originally ordered.
- (iii) When order is cancelled prior to completion of original order, advertising will be charged for the number of days published at the applicable rate card rate.

3.(b) Rateholder Rate — 30 Consecutive Days

- (i) No change in size – copy may be changed once every seven consecutive days.
- (ii) Copy must appear for the length of 30 consecutive days in the same section and classification in which it is originally ordered.
- (iii) Associated rateholder ads may be placed in other zones and classifications and receive the appropriate rateholder rate for that zone only so long as the associated ad runs in conjunction with (simultaneous to) the original rateholder. An ad running after the rateholder expires will be billed at the earned rate, and will not qualify for the 30 consecutive day rate.
- (iv) When a rateholder order is cancelled prior to the completion of the 30 consecutive day schedule all advertising, including associated rateholder ads, will be billed at the appropriate earned rate for each applicable zone.
- (v) The rateholder ad must be placed prior to any associated rateholder ads in order to get the earned rate. No associated rateholder ads can begin prior to insertion of the original rateholder ad.

4. Contract Rates

4.(a) Contracts must be signed to obtain contract rates. If lower rates are earned, rebates and future billing must be requested. They are not automatic. Earned rates and rebates are only applied toward current contract year. Rebates are not given for non-contract rates. An advertiser must have a current signed contract in order to earn a rebate. Insertion and lineage rates apply only if space is used within one year. First insertion must run within 30 days of contract or contract becomes void. All contracts are subject to the necessity of occasional omission of copy when space is limited. All contracts are self renewing upon completion. Contracts are not permitted for advertisers in the Classified Section who utilize or are associated with pay per minute/call exchanges. Please note: these ads are only accepted in Employment Services – class 800. Contracts are not permitted for immigration/labor certification ads. Both agate and display lineage in any Classified Advertising Section will count toward fulfillment of a Classified contract. However, such lineage or insertions will not count toward fulfillment of a display contract in any other part of the paper, unless otherwise specified. Neither will display lineage or insertions run outside any Classified Advertising Section count toward fulfillment of a Classified contract, unless otherwise specified. All Classified contracts must specify starting date, and contracts cannot be backdated more than 30 days. Backdating of contracts not allowed for advertisers that have previously paid by credit card. It is the responsibility of the advertiser or their agent to monitor contract fulfillment. No advertiser or their agent may transfer or extend Daily News contract privileges to any other advertiser. Noncompliance with this policy could result in contract cancellation, shortrate of all advertising to open rates and, if applicable, revocation of remote entry privileges.

4.(b) 52 Day and 156 Day (must run one ad per week) or 365 Day Contract Rates

- (i) Valid signed contract must be on file at the Daily News.
- (ii) Advertisements may be ordered in available zones and will earn the applicable contract rate for the zone in which it appears.
- (iii) Copy and size changes may be made at advertiser's option.
- (iv) Contracts which are not fulfilled will be charged at the earned rate for the number of days published.

(v) Multiple ads on same day count as one insertion toward contract fulfillment.

4.(c) Annual Bulk Contract Rates

(i) Valid signed contract must be on file at the Daily News.

(ii) Advertisements may be ordered in available zones and will earn the applicable contract rate for the zone in which it appears.

(iii) Copy and size changes at advertiser's option.

(iv) All Classified in-column and Classified Display lineage applies toward fulfillment of contract.

(v) Minimum yearly contract of 5,000 lines (unless otherwise noted).

(vi) If minimum contract is not fulfilled in 12 month contract period, advertising will be charged for the number of days published at the earned rate.

5. Private Party

Private party rates may be offered at the Daily News' sole discretion in selected classifications and may be altered or withdrawn at any time. If offered, these are available only to private individuals (non-commercial), and limited to 5 advertisements in any 12 month period. Rates are subject to Daily News rules and regulations and no refunds are allowed for early cancellation.

6. Errors and Cancellation

It is the responsibility of the advertiser to check the correctness of each insertion of an advertisement. The Daily News is not liable for errors, corrections or changes unless it receives corrected proof before the applicable deadline. The Daily News assumes no responsibility for repetition of errors in advertisements ordered for more than one insertion unless notified in advance of next closing date before advertisement is to appear. The Daily News's liability for an error, or for any damages resulting from an error, will not exceed cost of space occupied by the error even if the error is due to the gross negligence or fault of the Daily News or any other cause. Credit allowed for first insertion only. Any claim for allowance for errors must be made within 30 days of date of initial insertion. All reservations, insertions, corrections or cancellations must be confirmed with a sales representative by telephone and e-mail (containing sufficient detail) in advance of the applicable deadline.

7. Liability

Each agency and advertiser jointly and severally guarantees to the Daily News the payment of all charges. Any terms in insertion orders that are inconsistent with these terms and conditions, such as disclaimers, including sequential liability disclaimers, are of no force and effect. Each advertiser is jointly and severally responsible for the payment of all invoices for advertising placed by it, on its own account, or on its behalf. Each agency is jointly and severally responsible for the payment of all invoices for advertising placed by it, on its own account, or on behalf of its clients. All advertising is accepted and published by the Publishing Party entirely on the representation that the agency and advertiser are duly authorized to reproduce, distribute, republish and display the entire contents and subject matter, without violation of any third party rights, including intellectual property rights, and shall be jointly and severally responsible for payment thereof. In consideration of the publication of advertising, the advertiser and agency, jointly and severally, will indemnify and save harmless the Publishing Party, any other entities that own or operate any of the Distribution Network, and their respective parents, subsidiaries and affiliates, and the partners, directors, officers, agents, employees of each of them, and any third-party service providers and third-parties distributing the advertising via the Distribution Network, from and against any and all loss, damage, liability, or expense of any kind (including reasonable attorneys' fees) incurred in connection with any claims of any kind that arise out of or in connection with the advertisement, the advertising, or any website(s) or material(s) that can be linked to through an advertisement. The indemnifying party may not agree to any settlement that imposes any obligation or liability on an indemnified entity without that entity/party's prior express written consent. The Publishing Party shall have no liability for any omission of any advertising or portion of advertising. In the event of any error in a published advertisement for which the Publishing Party may be held legally responsible, the Publishing Party's sole responsibility shall be to insert a corrected advertisement at no additional expense to agency or advertiser for the period of time the advertisement was published with the error, up to a maximum of ten days. In the event an advertising campaign is not run as scheduled, the Publishing Party's sole responsibility shall be, in its discretion, to (a) provide the advertiser a refund for advertising not run; (b) run the advertiser's campaign at a later date; or (c) run the advertiser's advertising in a different position of the Publishing Party's choice. The Publishing Party will not, in any event, be liable for any general, consequential or special damages, including, but not limited to, lost income or profits. In no event will the Publishing Party's liability to the agency or advertiser exceed the amounts paid or payable by the advertiser under the applicable insertion order. The Publishing Party shall not be subject to any liability whatsoever for any failure occasioned because of accidents, fires, strikes, work stoppages, system outages, other circumstances beyond the Publishing Party's control, or extraordinary new events that preclude the Publishing Party from fulfilling any insertion order. In such an event, the effected insertion order will be suspended during the period of inability to perform and the terms extended for a like period. Neither party will have any liability to the other because of such suspension. Unintentional or inadvertent failure of the Publishing Party to fulfill advertising shall not operate as a breach of the insertion order.

8. Legal Notices

Legal notices will be charged the one time legal notice rate. An allowance of 15% for agency commission will be made, provided the advertising agency is recognized by the Daily News.

9. Key Numbers

Key numbers are used at the advertiser's risk.

10. Agency and Advertiser Orders

If advertisers or advertising agencies forward orders containing rates that are different than those provided by the Daily News, then the advertising ordered will be inserted and charged at the rates provided by the Daily News. In the event of any conflict between these Terms and Conditions and any preprinted forms or other terms and conditions provided by advertisers or agencies, these Terms and Conditions shall control. Any failure to make an order complying with the rates provided by the Daily News or these Terms and Conditions will be regarded only as a clerical error and advertising will be inserted without further notification.

11. Commission & Cash Discounts

An allowance of 15% for agency commission will be made, provided the advertising agency is recognized by the Daily News. Net rates are non-commissionable. No allowance for commission on past due accounts. Rates listed in this rate card are net of 2% cash discount.

12. Increased Rates

With respect to all advertisers who have contracts, the Daily News reserves the right from time to time, in the event of increased costs, to increase the advertising rates stipulated herein. The Daily News will endeavor to give all such advertisers 60 days notice in advance of a rate increase. However, the Daily News reserves the right to supply specific rates not less than seven days prior to such rate increases, when, in the Daily News's opinion, circumstances warrant. If no linage or insertions are used after the effective date of such increase, no short rate will be charged on linage used prior to such increase. However, if after the effective date of such increase (whether during the remainder of contract period or after its expiration) any linage or insertions are ordered, any short rate previously waived shall become due and payable. The contract period shall expire as provided in the contract, and the linage used after the increase will be added to the linage used prior to the increase in order to fix the applicable new rate level for the period after the increase. With respect to all other advertisers, the Daily News reserves the right to increase the advertising rates stipulated herein without notice.

13. Rates

Rates on this card apply only to Classified advertising. For other rates see the Retail/General/Entertainment rate card. The Daily News reserves the right to charge a premium for certain categories of business and for special positioning.

14. Position

The Daily News does not guarantee positioning. Capacity limitations can affect make up of individual sections and zones.

15. Digital Advertising

Submission of advertising for display on any of the Daily News's digital properties is subject to the Daily News Digital Advertising Terms and Conditions found at www.nyd.com/digitaltc.

16. Governing Law and Jurisdiction; No Waiver

Contracts are made under, and shall be construed in accordance with, the laws of the State of New York without regard for conflicts of laws principles. Any disputes arising out of or related to advertising shall be brought only in a state or federal court in New York County, and each of the parties hereto accepts the exclusive jurisdiction of such courts for such disputes. No failure or delay by the Daily News in exercising any of its rights, powers or privileges hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof.

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