



2008 ADVERTISING RATE CARD TERMS AND CONDITIONS

1. Rate base guarantees are made on an annual (twelve month) contract-year average. In the event of a circulation shortfall, it is the policy of *Working Mother* to only issue rebates in the form of equivalent space. Credits may not be applied to advertising schedules. All rebates will be calculated based on the ABC Audit Statement. All rebate requests must be made within two months of issuance of the ABC Audit to be satisfied.
2. The Publisher may reject or cancel any advertising for any reason at any time. Advertisements simulating the Magazine's editorial material in appearance or style or that are not immediately identifiable as advertisements are not acceptable.
3. The Publisher is not responsible for errors or omissions in any advertising materials provided by the advertiser or its agency.
4. Advertiser and its Agency, if there is one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Payment is due 30 days from the date of invoice. Interest will be charged at a rate of 1.5% per month on past due balances. *Working Mother* magazine may at its option require cash with order or change payment terms.
5. All advertisements are accepted and published in the Magazine upon the representation by the agency and advertiser that they are authorized to publish the entire contents and subject matter and that such publication will not violate any law or infringe upon any right of any party. Advertiser and its Agency, if there is one, each agrees jointly and severally to indemnify and save harmless Working Mother magazine and its employees and representatives, against all liability, loss damage and expense of any nature, including attorneys' fees, arising out of any actual or potential claims for libel, invasion of privacy, copyright or trademark infringement and/or other actual or potential claims or suits that may arise out of the copying, printing, publishing, distribution or transmission of such advertisement.
6. Advertiser and agency agree that any advertisements published may, at *Working Mother* magazine's option, be republished or reused by *Working Mother* magazine or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with the material of others.
7. No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Magazine's Rate Card will be binding on the Publisher and to the extent that the terms and conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions.