

The authoritative voice of the deal economy.

# The Deal

## Terms and Conditions

- 1** The Deal LLC reserves the right to make rate changes with 30 days notice. Orders for space and ad contracts will automatically be billed at the new rate. Frequency rates are based on the number of insertions used within a maximum 12-month period from the date of the first insertion.
- 2** Advertisers will be short-rated if they do not use the space on which their billings have been based during the contract period. Advertisers will receive a rebate if the space they place during the contract period warrants a lower rate than that at which they have been billed.
- 3** Cancellations must be received no later than six business days prior to issue date. Advertisers submitting cancellations after this time will be charged the full contracted rate per insertion.
- 4** A 15% commission will be allocated to recognize agencies on gross billing of space and color charges. No commission is permitted if additional art or production work is performed by The Deal LLC.
- 5** No advertising will be accepted by The Deal LLC without an insertion order, contract or written agreement.
- 6** The Deal LLC reserves the right to refuse or cancel any advertisement for any reason at any time, including if an advertisement is not consistent with the publications standards. The Deal LLC also reserves the right to insert the word "advertisement" above or below copy to distinguish it from the editorial product.
- 7** Positioning of an advertisement is at The Deal LLC's discretion. No positions will be guaranteed except those that carry a premium. Where necessary, a color advertisement may bump a black and-white advertisement.
- 8** The Deal LLC assumes no responsibility, financial or otherwise, for errors in an advertisement resulting from an advertisement where complete copy was supplied. The Deal LLC also assumes no responsibility, financial or otherwise, for failure to publish an advertisement, errors in any advertisement published or delays in delivery or non-delivery of its publication due to events beyond its control, such as fire, flood or natural disasters.
- 9** Advertisers and their agencies are jointly responsible for all advertising costs, including development, production and shipping. Unless otherwise arranged with The Deal LLC, advertisers and agencies must supply advertising layouts as standard ISO PDF/X1a format files. Files must be flight-checked before submission and contain only high-resolution CMYK images with all fonts embedded by the issue's material closing date.
- 10** The Deal LLC is not responsible for any copy, art, or layout changes unless requests are furnished by the advertiser in writing, agreed upon by The Deal LLC, and comply with the issue's materials deadline. Extra mechanical work, art preparation or production done on behalf of advertisers and/or agencies will be billed at cost.
- 11** Advertising produced for any advertiser by The Deal LLC is The Deal LLC's property and shall not be reproduced photographically or used by other publications without its consent.
- 12** Advertisers and their agencies grant The Deal LLC and its affiliates permission to reproduce the copyright in an advertisement, including full control arising out of any infringing use of the advertisement.
- 13** If new advertising material is not received by an issue's final closing date, The Deal LLC reserves the right to repeat the advertiser's last previous advertisement. If the advertiser delivers material late (after the issue's final closing date), the advertiser may forfeit the space booked at full cost.
- 14** The Deal LLC's acceptance of an advertisement constitutes an implicit understanding by the advertiser that the advertisement is in accordance with the provisions of the Financial Services Act of 1986 and any rule or instrument relating to it.
- 15** The advertiser and the agency, jointly and severally, shall indemnify and hold harmless The Deal LLC, its affiliates, officers, agents and employees against any and all claims, suits, expenses (including reasonable legal fees) and losses resulting from the publication of the advertisement, including without limitation, actions arising from or based on libel, slander, defamation, omissions, violations of any person's right to privacy, copyright or trademark infringement or plagiarism.
- 16** Checks or money orders should be made payable to The Deal LLC in U.S. dollars only. Full payment must be made prior to insertion date. If a payment is overdue, The Deal LLC reserves the right to suspend the advertisement or charge a standard interest rate on the balance due. In the event of a nonpayment, The Deal LLC reserves the right to hold the advertiser and the advertising agency jointly and severally responsible for such monies as are due and payable to The Deal LLC.