Filed: USBC - Southern District of New York
Advance Watch Company, Ltd.
15-12690(MG)

0000000004

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of New York

PROOF OF CLAIM

Name of Debtor: Advance Watch Company Ltd.	Case Number: 15-12690

NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*

FILED
U.S. Bankruptcy Court
Southern District of New York
10/14/2015
Vito Genna, Clerk
COURT USE ONLY

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Advance Magazine Publishers DBA Cond Nast

Name and address where notices should be sent:
Advance Magazine Publishers DBA Cond Nast
1313 N. Market Street
Accounting/Cash Applications Department
Wilmington, DE 19801

Telephone number: 302-830-9412 email: anthony_contessa@condenast.com

☐ Check this box if this claim amends a previously filed claim.

Court Claim Number: ______
(*If known*)
Filed on: ______

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Name and address where payment should be sent (if different from above):
P.O. Box: 5350

New York, NY 10087-5350
Telephone number: 302-830-9412 email: anthony_contessa@condenast.com

1. Amount of Claim as of Date Case Filed: $ 67249.95
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5.
☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: ______ (See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	**3a. Debtor may have scheduled account as:**	**3b. Uniform Claim Identifier (optional):**
0104	(See instruction #3a)	(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:
Value of Property: $______
Annual Interest Rate (when case was filed) __% ☐ Fixed or ☐ Variable

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $______

Basis for perfection: ______

Amount of Secured Claim: $______

Amount Unsecured: $______

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507(a)(_).

Amount entitled to priority:
$______

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgment mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (*See instruction #7, and the definition of "redacted".*)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8) Check the appropriate box.

☐ I am the creditor.

☑ I am the creditor's authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Anthony Contessa

Title: Director of Accounting

Company: Cond Nast

Address and telephone number (if different from notice address above):

/s/ Anthony Contessa 10/14/2015

(Signature) (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

CONDÉ NAST

Check Remittance To:
P. O. Box 5350
New York NY 10087-5350

Wire Remittance To:
JP Morgan Chase Bank, NY, NY, USA
[redacted]

INVOICE

BILL TO: #031700104
MARY BURNS
GENEVA WATCH COMPANY
1407 BROADWAY
NEW YORK NY 10018

ADVERTISER: #031700104
GENEVA WATCH COMPANY

INVOICE NO: 1097622
DATE: 12/30/2014
TERMS: Net 30 days
PAYMENT DUE: 01/29/2015
TAX ID: 13-3479374

INSTALLMENT 1 OF 1

Advertising On	Month of Service	Campaign Name	Billing Inquiries
Condé Nast Digital		Lucky_Kenneth Cole Watches_Bloggers	Contact Client Services Department @: Phone: 302/830-9593
Client/Product/Estimate		**Insertion Order #**	**Purchase Order #**

Ln #	Ad Unit	Description	Quantity	UOM	Unit Price	Net
		ONLINE ADVERTISING CAMPAIGN DURATION: 11-06-2014 TO 12-31-2014 DECEMBER 2014 INSTALLMENT INVOICE				
			TOTAL USD:		$	39,999.98

INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH ON ALL PAST DUE BALANCES.

PeopleSoft BI

INVOICE PRINT SUMMARY - SELECTED BILLS

Report ID: BIIVCPN
Report Action: INVOICE

Page No. 1
Run Date 10/14/2015
Run Time 12:14:42

Business Unit	Number of Bills	Total Invoice Amount	Currency
51001	1	39,999.98	USD

Total number of bills printed: 1

CONDÉ NAST

Check Remittance To:
P. O. Box 5350
New York NY 10087-5350

Wire Remittance To:
JP Morgan Chase Bank, NY, NY, USA
[redacted]

INVOICE

BILL TO: #031700104
MARY BURNS
GENEVA WATCH COMPANY
1407 BROADWAY
NEW YORK NY 10018

INVOICE NO: 1098078
DATE: 01/20/2015
TERMS: Net 30 days
PAYMENT DUE: 02/19/2015
TAX ID: 13-3479374

ADVERTISER: #035156004
TOMMY BAHAMA

Advertising On	Month of Service	Campaign Name	Billing Inquiries
Condé Nast Digital	DEC 2014	CNT_Tommy Bahana_ 30K	Contact Client Services Department @: Phone: 302/830-9593
Client/Product/Estimate		**Insertion Order #**	**Purchase Order #**

Ln #	Ad Unit	Description	Quantity	UOM	Unit Price	Net
CONDE NAST DIGITAL						
2	SID4	CND Collection 300X250	190,000	IMP		0.00
CNT.COM						
3	TABL	CNT iPad online 300x250	17,687	IMP	22.00	389.11
5	SID4	CNT Travel Inspiration 300X250	202,830	IMP	26.50	5,375.00
7	SID4	CNT Premium ROS 300x250	358,656	IMP	22.00	7,890.43
6	BAN	CNT Premium ROS 728x90	358,657	IMP	22.00	7,890.45
4	SID4	CNT Style & Design Channel 300x250	99,056	IMP	26.50	2,624.98
1	MOBI	CNT Mobile In-Stream 300x250	140,000	IMP	22.00	3,080.00
			TOTAL USD:		$	27,249.97

INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH
ON ALL PAST DUE BALANCES.

PeopleSoft BI

INVOICE PRINT SUMMARY - SELECTED BILLS

Report ID: BIIVCPN
Report Action: INVOICE

Page No. 1
Run Date 10/14/2015
Run Time 12:14:42

Business Unit	Number of Bills	Total Invoice Amount	Currency
51001	1	27,249.97	USD

Total number of bills printed: 1

CONDÉ NAST
DIGITAL

Condé Nast Digital	**Sales Rep:**	**Email:**	**Phone:**
1166 6th Avenue	Jessica Tolmach		212-286-3727
New York, NY 10036		Jessica_Tolmach@condenast.com	
	Capture Type:	Quote	
	Quote Number:	100087713	
	Revision Date:	10-03-2014	
	Corporate Buy:	No	
	Insertion Order Status:	Submitted	

INSERTION ORDER

Campaign Summary		**Client/Agency Details**	
CNT_Tommy Bahama_30K		**Advertiser:**	TOMMY BAHAMA
Campaign Code:	100087713		
Campaign Duration:	12-01-2014 to 12-31-2014	**Bill To:**	Advertiser
			GENEVA WATCH COMPANY
Paid Impressions:	1,280,060	**Address:**	1407 BROADWAY
Value Added Impressions:	190,000		NEW YORK, NY 10018
Total Campaign Impressions:	1,470,560		USA
Total Gross Cost of Order:	$35,294.11		
Less Agency Commission:	$5,294.12	**Contact:**	Evans Mary
Total Net Cost of Order:	$29,999.99		
Total Net Media:	$29,999.99	**Currency:**	USD
Total Net Production Fees:	$0.00		
Customer PO #:			
Client Product Estimate:			

Note:

Client Contact

Client Contact: Pamela Roccaforte Vice President, Marketing Services Geneva, A Binda Company 1407 Broadway NY, NY 10018 T: 917.435.8590 C: 347.225.1544 proccaforte@genevawatch.com

Ln # Position	Ad ID	Begin Date / End Date	Price / Unit of Measure	Quantity	Net	Billing Method / Served By
2 CNT Premium ROS 300x250	261502735	12-01-2014 12-31-2014	22.00 IMP	312,201	$6,868.42	Delivery DFP
3 CNT Premium ROS 728x90	261502975	12-01-2014 12-31-2014	22.00 IMP	312,201	$6,868.42	Delivery DFP
5 CNT Travel Inspiration 300X250	261503215	12-01-2014 12-31-2014	26.50 IMP	202,830	$5,375.00	Delivery DFP
Targeted to Islands & Cruises, Beaches, Eco/Adventure						
6 CNT Style & Design Channel 300x250		12-01-2014 12-31-2014	26.50 IMP	202,830	$5,375.00	Delivery DFP
Targeted to Shopping and Fashion						
7 CNT iPad online 300X250	261503455	12-01-2014 12-31-2014	22.00 IMP	110,598	$2,433.16	Delivery DFP
8 CNT Mobile Full Screen 300X250	261503695	12-01-2014 12-31-2014	22.00 IMP	140,000	$3,080.00	Delivery MSRM
		Subtotal: CNT.COM			$29,999.99	

Ln #	Position	Ad ID	Begin Date End Date	Price Unit of Measure	Quantity	Net	Billing Method Served By
9	CND Collection 300X250	261503935	12-01-2014 12-31-2014	0.00 IMP	150,000	$0.00	Delivery DFP
			Subtotal:	Intrasite		$0.00	

To accept this proposal and the terms set forth below, please sign and fax to the attention of:

Sales Rep:
Phone:
Fax:
Email:

Accepted By: [illegible] Date: [illegible]

Name: [illegible] Title: [illegible]

2014 CONDE NAST ADVERTISING RATE CARD
CONTRACT TERMS AND CONDITIONS

The following terms and conditions govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), in print magazines ("Magazines"), websites and mobile sites (collectively, "Websites"), email campaigns ("Email(s)"), digital magazine publications ("Digital Editions"), any other applications (collectively, together with Digital Editions, the "Apps"), and any other services (collectively, together with Magazines, Digital Editions, Websites, Emails, and Apps, the "Services") published and/or owned, licensed or operated by or on behalf of Condé Nast ("Publisher"). The placement of advertising on any Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms and conditions. These terms and conditions may be modified from time to time by Publisher; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.

A. Publisher's Right To Reject, Cancel or Terminate Orders.

Publisher reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy in connection with any Service, whether or not the same has already been acknowledged and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection by Publisher, advertising already run and to be run shall be paid for at the rate that would apply if the entire order were Published and no Short Rate (as defined below) will apply.

In addition, Publisher reserves the right to (i) remove from selected copies, editions, versions, or sections of a Service advertisements containing matter that readers have deemed objectionable (ii) implement blocking technology (including, but not limited to, geo-blocking technology) in connection with a Service; and (iii) enhance, upgrade and/or otherwise modify or discontinue any Service at any time

Publisher, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency, a short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually Published and paid for, herein a "Short-Rate") may apply and all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Publisher may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Publisher on behalf of Advertiser or any other client of Agency, and/or (b) refuse to Publish any or all of Advertiser's advertising.

B. Advertiser's Failure to Run Advertising/Short-Rate/Merchandising Programs.

All agreements for advertising frequency discounts in connection with any Service require that the specified number of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified number of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Publisher for the Short-Rate within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Publisher in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising frequency discount adjustments for advertising run in excess of specified schedule) will only be earned if all advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. If any portion of such advertising credits remain unused at the expiration of the foregoing six month period, such unused advertising credits shall be expired and Publisher shall not have any further obligation to Advertiser and/or Agency with respect thereto.

C. Restrictions on Advertiser's Ability to Cancel Advertising Orders for Magazines and Digital Editions

Orders for inside or outside cover pages for Magazines and Digital Editions are non-cancelable. Options on cover positions for Magazines must be exercised at least 30 days prior to four-color closing date. If an order is not received by such date, the cover option automatically lapses. Orders for all inside advertising units for Magazines and Digital Editions are non-cancelable less than 15 days prior to closing date. Orders for furnished inserts for Magazines are non-cancelable the first day of the fourth calendar month preceding the month imprinted on the cover of the issue. Orders for all Publisher-produced inserts for Magazines are non-cancelable. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

D. Advertising Positioning at Publisher's Discretion

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at Publisher's sole discretion, and in no event shall such approved restrictions or specifications relate to any user generated content on Publisher's Websites, Apps and/or Emails.

E. Labeling of Advertisements

Advertisements that simulate or resemble editorial content must be clearly identified and labeled "ADVERTISEMENT" or "PROMOTION" or "SPECIAL ADVERTISING SECTION" at the top of the advertisement, and Publisher may, in its discretion, so label such copy.

F. Inserts

An accurate copy of any furnished insert must be submitted to Publisher for review prior to the printing of the insert. Publisher's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. Publisher is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to Publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert.

G. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s), Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement(s)), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of Publisher's Service due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war or any other cause or contingencies or force majeure beyond the reasonable control of Publisher, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give Publisher the option to cancel any advertising agreement, or if Publisher does not do so, b) upon resumption of Publisher's Service, the agreement shall be continued and Publisher will have no liability for any errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

H. Trademarks

The titles and logos of the Service Published or used by Publisher are registered trademarks and/or trademarks protected under common law. Neither the titles nor the logos may be used without the express written permission of Publisher.

I. Warranties; Indemnification

Advertiser and its Agency, if there be one, each represent and warrant that: (i) Advertiser's and third parties' websites, mobile sites, applications, e-mail campaigns and any other services that are associated with advertising purchased by Advertiser or Agency shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, a conspicuous link to a clear, accurate, and up-to-date Privacy Policy that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers; and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all applicable privacy laws, rules and regulations; (ii) it will not merge personally identifiable information with information previously collected as non-personally identifiable without robust notice of, and the end-user's prior affirmative (i.e., "opt-in") consent to, that merger; and (iii) any advertising or other material (including, but not limited to, product samples) submitted by Advertiser or Agency, and/or created by Publisher on behalf of Advertiser or Agency, and any material to which such advertisement or other material links or refers, complies with all applicable laws, rules and regulations and does not and will not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. (Advertiser understands that although the intended audience of the Service is primarily in North America, the Service may be accessible and/or have incidental physical distribution throughout the world.) As part of the consideration to induce Publisher to Publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature, including attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such advertisements; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Publisher; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or personal information; (d) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and/or (b) a breach or alleged breach of its covenants, warranties and obligations under these advertising rate card contract terms and conditions. If the Publisher participated in the creation of an advertisement, the Publisher will indemnify Advertiser in connection with potential claims relating thereto only to the extent it has agreed to do so in writing.

J. Responsibility for Payment of Advertising Bills

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be 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. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Publisher shall constitute an account stated unless written objection thereto is received by Publisher within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Publisher for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

K. No Assignment of Advertising

Advertiser and/or Agency may not use any 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 Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

L. Republication of Advertisements

Advertiser and Agency agree that any submitted advertisements published in a Publisher Service, may, at Publisher's option, be republished, re-performed, retransmitted, archived or otherwise reused by Publisher 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 material of others. The copyright in any advertisement created by Publisher is owned by Publisher and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

M. Advertising Rates

Publisher's Magazine and Digital Edition rates contained in advertising orders that vary from Publisher's published rates shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of Publisher's applicable published rates. Publisher's Magazine and Digital Edition rates and units of space are effective with the January 2014 issue. Announcement of any changes in such rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Advertising in issues thereafter will be at the rates then prevailing. Rates for Publisher's Websites, Emails and non-Digital Edition applications (i.e., Publisher's applications other than Digital Editions) contained in advertising orders that vary from the rates established by Publisher for Advertiser shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Announcement of any changes in Publisher's rates for its Websites, Emails and/or non-Digital Edition applications will be made thirty (30) days in advance of the first advertisements affected by such new rates. Advertisements published thereafter will be at the Publisher's applicable rates then prevailing.

N. Rate Base Guarantees

Rate base guarantees for Publisher's Magazines and Digital Editions are made on an annual twelve month average.

O. Terms of Sale

An agency commission of fifteen percent (15%) will be allowed for recognized agencies. Payment for all advertising and services is due thirty (30) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the advertising campaign. Interest may, at Publisher's discretion, be charged at a rate of 1.5% per month on past due balances. Publisher may at its option require cash in advance or otherwise change payment terms.

P. Choice of Law and Forum

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 Publisher relating to advertising must be brought in the state or federal courts in New York, New York. The parties hereby consent to the jurisdiction of the state or federal courts in New York, New York in connection with actions relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

Q. Disclaimer

PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON PUBLISHER'S SERVICES.

Without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to its Services, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services, (b) advertising results on the Services, and (c) the accuracy of audience data, including, but not limited to, audience demographic data, audience size/reach data, etc. with respect to the Services.

R. Entire Agreement

The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Publisher, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.

ADDITIONAL TERMS AND CONDITIONS
APPLICABLE TO PUBLISHER'S WEBSITES, APPS AND EMAILS

For the purpose of clarification, the terms and conditions set forth in Sections A through R above apply to all advertisements Published in any Publisher Service. In addition, the following terms and conditions set forth in Sections S through Y below ("Additional Terms") shall apply to all advertisements Published on Publisher's Websites, Apps and Emails as provided below. To the extent the Additional Terms directly conflict with or are inconsistent with Sections A through R above, the Additional Terms shall govern with respect to Publisher's Websites, Apps and Emails.

S. Impression Guarantees and Calculations

Publisher makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Publisher's Websites, Apps or Emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. Advertiser and Agency acknowledge and agree that advertisements and all impressions Published on Publisher's Websites, Apps and/or Emails may be viewed by end users located in and/or outside the United States. In addition, all impressions and/or other measurements of advertisements for Publisher's Websites, Apps and Emails shall be based solely on Publisher's calculations for its Websites, Apps and Emails. Unless otherwise agreed to in writing by Publisher, Publisher will bill for the advertising on Publisher's Websites based on such Websites' own ad delivery numbers ("DFP numbers"), and, if applicable, Publisher has the right to bill for advertising in Publisher's Apps and Emails based on its DFP numbers. In the event Publisher and Advertiser agree in writing that certain ads will be billed based on ad delivery numbers other than the applicable Website's (and/or Apps' or Emails') own DFP numbers (i.e., third party numbers), Publisher will bill for such ads based on such third party numbers as long as the delivery discrepancy from third party numbers and DFP numbers is less than ten percent (10%). In the event that a difference of ten percent (10%) or more arises, both Publisher and Advertiser/Agency agree to use reasonable efforts to reconcile the difference and come to a mutually agreed upon solution. If an agreement cannot be reached or if Advertiser fails to provide its third party ad delivery numbers within ten (10) business days after the end of each month of its ad campaign, Publisher reserves the right to bill Agency/Advertiser at a delivery rate of ninety percent (90%) of DFP numbers. To the extent Publisher fails to provide Advertiser with the number of impressions guaranteed (if applicable) on its Websites, Apps or Emails, Publisher will provide as a sole remedy a make good, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered. For purposes of clarification, Advertisers that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under-delivery of guaranteed impressions (if applicable).

T. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s) on its Websites, Apps or Emails (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Publisher's sole liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors in key numbers.

U. Restrictions on Advertiser's Ability to Cancel Advertising Orders

Orders for all advertising units on Publisher's Websites, Emails and non-Digital Edition applications are non-cancellable less than thirty (30) days prior to the start of advertising campaign. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services.

V. Additional Advertiser Warranties; Indemnification

In addition to the warranties set forth in Section I above, Advertiser and its Agency, if there be one, each represent and warrant that: (i) none of the advertisements, ad tags (if any) or any other materials provided to Publisher for display on its Websites, Apps or Emails cause the download or delivery of any software application, executable code, malware, any virus or malicious or social engineering (e.g., phishing) code or features; and (ii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Websites, Apps or Emails, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Publisher's Websites, Apps or Emails, or collecting data contrary to applicable laws or regulations or Publisher's Privacy Policy and/or these terms and conditions or Publisher's Third Party Data Collection Policy (referenced in Section Y below); and (iii) it will comply with all applicable self regulatory behavioral targeting principles, including, but not limited to, the Digital Advertising Alliance and Network Advertising Initiative self regulatory behavioral targeting principles. In addition to the indemnification obligations of Advertiser/Agency set forth in Section I above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives successors and assigns against any and all Losses (as defined in Section I above) that may arise from or relate to: (a) the linkage of any advertisement on Publisher's Service to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section V.

W. Additional Disclaimer

In addition to the disclaimers set forth in Section Q above, and without limiting the generality of the foregoing disclaimers, Publisher disclaims all warranties and guarantees with respect to its Websites, Apps and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions and/or advertisements on any of Publisher's Websites, Apps or Emails; and (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Websites, Apps and Emails. Advertiser acknowledges that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Publisher's Websites, Apps or Emails. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website, App or Emails within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website, App or Emails. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

X. CAN-SPAM

Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by Publisher via Email may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretations thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act") and state "Do Not E-mail" registries. Advertiser agrees to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser shall fulfill all obligations of a "Sender" as specified in the CAN-SPAM Act, unless Publisher agrees in writing to be designated as the "Sender". In either case, Advertiser agrees to comply with Publisher's policies intended to comply with the CAN-SPAM Act.

Y. Data Collection

To the extent Advertiser and/or Agency collects or obtains data from any Publisher owned or operated Service, whether collected or received via an advertising unit, widget, pixel tag, cookie, clear gif, HTML, web beacon, script or other data collection process, including without limitation "clickstream" or "traffic pattern" data, or data that otherwise relates to usage of the Service, user behavior, and/or analytics, Advertiser and/or Agency is subject to the then-current version of Publisher's Third Party Data Collection Policy, which is incorporated herein by reference (a copy of which is available upon request).

CONDÉ NAST
DIGITAL

Condé Nast Digital 1166 6th Avenue New York, NY 10036	Sales Rep: Dabee Kaye	Email: dabee_kaye@condenast.com Phone: 212-286-7943
	Capture Type: Quote Number: Revision Date: Corporate Buy: Insertion Order Status:	Quote 100086258 09-26-2014 No Submitted

INSERTION ORDER

Campaign Summary		Client/Agency Details	
Lucky_Kenneth Cole Watches_Bloggers 2014		Advertiser:	GENEVA WATCH COMPANY
Campaign Code:	100086258		
Campaign Duration:	11-01-2014 to 12-31-2014	Bill To:	Advertiser GENEVA WATCH COMPANY
Paid Impressions:	911,210	Address:	1407 BROADWAY NEW YORK, NY 10018 USA
Value Added Impressions:	125,000		
Total Campaign Impressions:	1,036,210		
Total Gross Cost of Order:	$47,058.80		
Less Agency Commission:	$7,058.82	Contact:	Burns Mary
Total Net Cost of Order:	$39,999.98		
Total Net Media:	$32,099.98	Currency:	USD
Total Net Production Fees:	$7,900.00		
Customer PO #:			
Client Product Estimate:			

Note:

SPECIAL BILLING

Please bill the client in FULL at the end of the flight.

Ln # Position	Ad ID	Begin Date / End Date	Price / Unit of Measure	Quantity	Net	Billing Method / Served By
2 Lucky Homepage 300x250 300x600	244765495	11-12-2014 11-12-2014			$183.88	Special DFP
3 Lucky Homepage 728x90	244765755	11-12-2014 11-12-2014			$183.88	Special DFP
5 Lucky Community 300x250 BLOGGER POST LANDING PAGE 300X600 URL TBD	244766215	11-01-2014 12-31-2014			$2,500.00	Special DFP
6 Lucky Community 728x90 BLOGGER POST LANDING PAGE URL TBD	244766455	11-01-2014 12-31-2014			$2,500.00	Special DFP
8 Lucky T-Rail Expanded 151x158	244765935	11-01-2014 12-31-2014			$1,950.00	Special DFP
9 Lucky T-Rail Sticky Box 222x109	244769195	11-01-2014 12-31-2014			$1,950.00	Special DFP

Line # Position	Ad ID	Begin Date / End Date	Price / Unit of Measure	Quantity	Net	Billing Method / Served By
10 Lucky Fashion & Style 300x250	244767653	11-01-2014 / 12-31-2014	26.50 / IMP	75,000	$1,987.50	Special / DFP
11 Lucky Fashion & Style 728x90	244762893	11-01-2014 / 12-31-2014	26.50 / IMP	75,000	$1,987.50	Special / DFP
12 Lucky ROS 300x250	244768135	11-01-2014 / 12-31-2014	22.00 / IMP	85,000	$1,870.00	Special / DFP
13 Lucky ROS 728x90	244768375	11-01-2014 / 12-31-2014	22.00 / IMP	85,000	$1,870.00	Special / DFP
14 Lucky iPad online 728x90	244766855	11-01-2014 / 12-31-2014	22.00 / IMP	50,000	$1,100.00	Special / DFP
15 Lucky iPad online 300x250	244766983	11-01-2014 / 12-31-2014	22.00 / IMP	50,000	$1,100.00	Special / DFP
16 Lucky Mobile 300x50	244769455	11-01-2014 / 12-31-2014	15.75 / IMP	175,000	$2,756.25	Special / DFP
18 Lucky Daily NL 300x250		11-25-2014 / 11-25-2014			$3,240.00	Special / DFP
19 Lucky Style Collective		11-01-2014 / 12-31-2014	10.00 / IMP	116,290	$1,162.90	Special / 3RDPTY
		Subtotal:	LUCKYMAG.COM		$20,661.10	
20 CND Collection 300X250	244767415	11-01-2014 / 12-31-2014	0.00 / IMP	125,000	$0.00	Special / DFP
		Subtotal:	Intrasite		$0.00	
21 Lucky ROS 300x250	244778255	11-12-2014 / 11-12-2014			$143.88	Special / DFP
HOMEPAGE TAKEOVER:						
22 Lucky Marketing Fee		11-01-2014 / 11-01-2014	7,900.00 / EA	1	$7,900.00	Special / DFP
23 Lucky Mobile In-Stream 300x250	259581693	11-01-2014 / 12-31-2014	22.00 / IMP	50,000	$1,100.00	Special / DFP
24 Lucky Accessories 300x250		11-01-2014 / 12-31-2014	26.50 / IMP	75,000	$1,987.50	Special / DFP
25 Lucky Accessories 728x90		11-01-2014 / 12-31-2014	26.50 / IMP	75,000	$1,987.50	Special / DFP
		Subtotal:	LUCKYMAG.COM		$13,118.88	

To accept this proposal and the terms set forth below, please sign and fax to the attention of:

Sales Rep:
Phone:
Fax:
Email:

Accepted By: .... Date: 12/1/14

Name: .... Title: ....

2014 CONDE NAST ADVERTISING RATE CARD
CONTRACT TERMS AND CONDITIONS

The following terms and conditions govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), in print magazines ("Magazines"), websites and mobile sites (collectively, "Websites"), email campaigns ("Email(s)"), digital magazine publications ("Digital Editions"), any other applications (collectively, together with Digital Editions, the "Apps"), and any other services (collectively, together with Magazines, Digital Editions, Websites, Emails, and Apps, the "Service") published and/or owned, licensed or operated by or on behalf of Condé Nast ("Publisher"). The placement of advertising on any Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms and conditions. These terms and conditions may be modified from time to time by Publisher; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.

A. Publisher's Right To Reject, Cancel or Terminate Orders

Publisher reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy in connection with any Service, whether or not the same has already been acknowledged and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection by Publisher, advertising already run and to be run shall be paid for at the rate that would apply if the entire order were Published and no Short Rate (as defined below) will apply.

In addition, Publisher reserves the right to (i) remove from selected copies, editions, versions, or sections of a Service advertisements containing matter that renders them deemed objectionable (ii) implement blocking technology (including, but not limited to, geo-blocking technology) in connection with a Service; and (iii) enhance, upgrade and/or otherwise modify or discontinue any Service at any time.

Publisher, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency, a short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually Published and paid for, herein a "Short-Rate") may apply and all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Publisher may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Publisher on behalf of Advertiser or any other client of Agency and/or (b) refuse to Publish any or all of Advertiser's advertising.

B. Advertiser's Failure to Run Advertising/Short-Rate/Merchandising Programs

All agreements for advertising frequency discounts in connection with any Service require that the specified number of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified number of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Publisher for the Short-Rate within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Publisher in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising frequency discount adjustments for advertising run in excess of specified schedule) will only be earned if the advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. If any portion of such advertising credits remain unused at the expiration of the foregoing six month period, such unused advertising credits shall be expired and Publisher shall not have any further obligation to Advertiser and/or Agency with respect thereto.

C. Restrictions on Advertiser's Ability to Cancel Advertising Orders for Magazines and Digital Editions

Orders for inside or outside cover pages for Magazines and Digital Editions are non-cancelable. Options on cover positions for Magazines must be exercised at least 30 days prior to four-color closing date. If an order is not received by such date, the cover option automatically lapses. Orders for all inside advertising units for Magazines and Digital Editions are non-cancelable less than 15 days prior to closing date. Orders for furnished inserts for Magazines are non-cancelable the first day of the fourth calendar month preceding the month imprinted on the cover of the issue. Orders for all Publisher-produced inserts for Magazines are non-cancelable. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

D. Advertising Positioning at Publisher's Discretion

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at Publisher's sole discretion, and in no event shall such approved restrictions or specifications relate to any user generated content on Publisher's Websites, Apps and/or Emails.

E. Labeling of Advertisements

Advertisements that simulate or resemble editorial content must be clearly identified and labeled "ADVERTISEMENT" or "PROMOTION" or "SPECIAL ADVERTISING SECTION" at the top of the advertisement, and Publisher may, in its discretion, so label such copy.

F. Inserts

An accurate copy of any furnished insert must be submitted to Publisher for review prior to the printing of the insert. Publisher's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. Publisher is not responsible for errors in or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to Publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert.

G. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s), Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of Publisher's Service due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war or any other cause or contingencies or force majeure beyond the reasonable control of Publisher, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give Publisher the option to cancel any advertising agreement, or if Publisher does not do so, b) upon resumption of Publisher's Service, the agreement shall be continued and Publisher will have no liability for any errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

H. Trademarks

The titles and logos of the Service Published or used by Publisher are registered trademarks and/or trademarks protected under common law. Neither the titles nor the logos may be used without the express written permission of Publisher.

I. Warranties; Indemnification

Advertiser and its Agency, if there be one, each represent and warrant that: (i) Advertiser's and third parties' websites, mobile sites, applications, e-mail campaigns and any other services that are associated with advertising purchased by Advertiser or Agency shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, a conspicuous link to a clear, accurate, and up-to-date Privacy Policy that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers, and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all applicable privacy laws, rules and regulations; (ii) it will not merge personally identifiable information with information previously collected as non-personally identifiable without robust notice of, and the end-user's prior affirmation (i.e., "opt-in") consent to, that merger; and (iii) any advertising or other material (including, but not limited to, product samples) submitted by Advertiser or Agency, and/or created by Publisher on behalf of Advertiser or Agency, and any material to which such advertisement or other material links or refers, complies with all applicable laws, rules and regulations and does not and will not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. (Advertiser understands that although the intended audience of the Service is primarily in North America, the Service may be accessible and/or have incidental physical distribution throughout the world.) As part of the consideration to induce Publisher to Publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature, including attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such advertisement; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Publisher; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or personal information; (d) the products,

AJ

and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and/or (c) a breach or alleged breach of its covenants, warranties and obligations under these advertising rate card contract terms and conditions. If the Publisher participated in the creation of an advertisement, the Publisher will indemnify Advertiser in connection with potential claims relating thereto only to the extent it has agreed to do so in writing.

J. Responsibility for Payment of Advertising Bills

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be 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. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Publisher shall constitute an account stated unless written objection thereto is received by Publisher within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Publisher for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

K. No Assignment of Advertising

Advertiser and its Agency may not use any 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 Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

L. Republication of Advertisements

Advertiser and Agency agree that any submitted advertisements published in a Publisher Service, may, at Publisher's option, be republished, re-performed, retransmitted, archived or otherwise reused by Publisher 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 material of others. The copyright in any advertisement created by Publisher is owned by Publisher and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

M. Advertising Rates

Publisher's Magazine and Digital Edition rates contained in advertising orders that vary from Publisher's published rates shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of Publisher's applicable published rates. Publisher's Magazine and Digital Edition rates and units of space are effective with the January 2014 issue. Announcement of any changes in such rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Advertising in issues thereafter will be at the rates then prevailing. Rates for Publisher's Websites, Emails and non-Digital Edition applications (i.e., Publisher's applications other than Digital Editions) contained in advertising orders that vary from the rates established by Publisher for Advertiser shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Announcement of any changes in Publisher's rates for its Websites, Emails and/or non-Digital Edition applications will be made thirty (30) days in advance of the first advertisements affected by such new rates. Advertisements published thereafter will be at the Publisher's applicable rates then prevailing.

N. Rate Base Guarantees

Rate base guarantees for Publisher's Magazines and Digital Editions are made on an annual twelve month average.

O. Terms of Sale

An agency commission of fifteen percent (15%) will be allowed to recognized agencies. Payment for all advertising and services is due thirty (30) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the advertising campaign. Interest may, at Publisher's discretion, be charged at a rate of 1.5% per month on past due balances. Publisher may at its option require cash in advance or otherwise change payment terms.

P. Choice of Law and Forum

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 Publisher relating to advertising must be brought in the state or federal courts in New York, New York. The parties hereby consent to the jurisdiction of the state or federal courts in New York, New York in connection with actions relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

Q. Disclaimer

PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON PUBLISHER'S SERVICES.

Without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to its Services, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services, (b) advertising results on the Services, and (c) the accuracy of audience data, including, but not limited to, audience demographic data, audience size/reach data, etc. with respect to the Services.

R. Entire Agreement

The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Publisher, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.

ADDITIONAL TERMS AND CONDITIONS
APPLICABLE TO PUBLISHER'S WEBSITES, APPS AND EMAILS

For the purpose of clarification, the terms and conditions set forth in Sections A through R above apply to all advertisements Published in any Publisher Service. In addition, the following terms and conditions set forth in Sections S through Y below ("Additional Terms") shall apply to all advertisements Published on Publisher's Websites, Apps and Emails as provided below. To the extent the Additional Terms directly conflict with or are inconsistent with Sections A through R above, the Additional Terms shall govern with respect to Publisher's Websites, Apps and Emails.

S. Impression Commitments and Calculations

Publisher makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Publisher's Websites, Apps or Emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. Advertiser and Agency acknowledge and agree that advertisements and ad impressions Published on Publisher's Websites, Apps and/or Emails may be viewed by end users located in and/or outside the United States. In addition, all impressions and/or other measurements of advertisements on Publisher's Websites, Apps and Emails shall be based solely on Publisher's calculations for its Websites, Apps and Emails. Unless otherwise agreed to in writing by Publisher, Publisher will bill for the advertising on Publisher's Websites based on such Websites' own ad delivery numbers ("DFP numbers") and, if applicable, Publisher has the right to bill for advertising in Publisher's Apps and Emails based on its DFP numbers. In the event Publisher and Advertiser agree in writing that certain ads will be billed based on ad delivery numbers other than the applicable Website's (and/or Apps' or Emails') own DFP numbers (i.e., third party numbers), Publisher will bill for such ads based on such third party numbers as long as the delivery discrepancy from third party numbers and DFP numbers is less than ten percent (10%). In the event that a difference of ten percent (10%) or more arises, both Publisher and Advertiser/Agency agree to use reasonable efforts to reconcile the difference and come to a mutually agreed upon solution. If an agreement cannot be reached or if Advertiser fails to provide its third party ad delivery numbers within ten (10) business days after the end of each month of its ad campaign, Publisher reserves the right to bill Agency/Advertiser at a delivery rate of ninety percent (90%) of DFP numbers. To the extent Publisher fails to provide Advertiser with the number of impressions guaranteed (if applicable) on its Websites, Apps or Emails, Publisher will provide as a sole remedy a make-good, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered. For purposes of clarification, Advertisers that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under-delivery of guaranteed impressions (if applicable).

T. Errors in or Omissions of Advertisements

In the event of Publisher's errors in or omissions of any advertisement(s) on its Websites, Apps or Emails (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Publisher's sole liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors in key numbers.

U. Restrictions on Advertiser's Ability to Cancel Advertising Orders

Orders for all advertising units on Publisher's Websites, Emails and non-Digital Edition applications are non-cancellable less than thirty (30) days prior to the start of advertising campaign. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services.

V. Additional Advertiser Warranties; Indemnification.

In addition to the warranties set forth in Section I above, Advertiser and its Agency, if there be one, each represent and warrant that (i) none of the advertisements, ad tags (if any) or any other materials provided to Publisher for display on its Websites, Apps or Emails cause the download or delivery of any software application, executable code, malware, any virus or malicious or social engineering (e.g., phishing, etc.) code or features; and (ii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Websites, Apps or Emails, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Publisher's Websites, Apps or Emails, or collecting data contrary to applicable laws or regulations or Publisher's Privacy Policy and/or these terms and conditions or Publisher's Third Party Data Collection Policy (referenced in Section Y below); and (iii) it will comply with all applicable self-regulatory behavioral targeting principles, including, but not limited to, the Digital Advertising Alliance and Network Advertising Initiative self-regulatory behavioral targeting principles. In addition to the indemnification obligations of Advertiser/Agency set forth in Section I above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all Losses (as defined in Section I above) that may arise from or relate to: (a) the linkage of any advertisement on Publisher's Service to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section V.

W. Additional Disclaimer

In addition to the disclaimers set forth in Section Q above, and without limiting the generality of the foregoing disclaimers, Publisher disclaims all warranties and guarantees with respect to its Websites, Apps and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions and/or advertisements on any of Publisher's Websites, Apps or Emails, and (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Websites, Apps and Emails. Advertiser acknowledges that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Publisher's Websites, Apps or Emails. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website, App or Emails within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website, App or Emails. Any advertising credit refunds in connection with the Advertiser's [illegible] requests are within the sole discretion of Publisher.

X. CAN-SPAM

Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by Publisher via Email may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretations thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act") and state "Do Not Email" registries. Advertiser agrees to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser shall fulfill all obligations of a "Sender" as specified in the CAN-SPAM Act, unless Publisher agrees in writing to be designated as the "Sender". In either case, Advertiser agrees to comply with Publisher's policies intended to comply with the CAN-SPAM Act.

Y. Data Collection

To the extent Advertiser and/or Agency collects or obtains data from any Publisher owned or operated Service, whether collected or received via an advertising unit, widget, pixel tag, cookie, clear gif, HTML, web beacon, script or other data collection process, including without limitation "clickstream" or "traffic pattern" data, or data that otherwise relates to usage of the Service, user behavior, and/or analytics, Advertiser and/or Agency is subject to the then-current version of Publisher's Third Party Data Collection Policy, which is incorporated herein by reference (a copy of which is available upon request).

C
O
U
R
T

D
O
C
K
E
T

15-12690	2-1	10/15/15	SH
CASE NO.	COURT CLAIM NO.	DATE RETRIEVED	RECEIVED BY