ISSA Media Terms and Conditions

1. Advertising Rates, Duration and Schedule. Advertising is sold on a "first come" basis by ISSA. ISSA reserves the right to adjust contracted advertising schedules as necessary to comply with these requirements and to assure equal advertising opportunities for ISSA members. Online and Print Advertisers shall purchase advertisements at the rate listed and for the duration specified on the Advertising Contract. ISSA is not responsible for copy inaccuracies or unsatisfactory final production quality resulting from provided materials. Prices, rates, promotions, discounts and premiums are subject to change at any time at ISSA's sole discretion without notice. This advertising contract and/or Insertion order signed by a prospective advertiser, and/or their agent, shall be construed as an offer to enter into a contract and ISSA reserves the right to accept or reject such offers.

2. Payment. Payment is due within 30 days of the initial invoice date. Accounts 30 days or more overdue are charged a 2 percent monthly late fee. ISSA will not accept advertising from Advertisers whose account is 60 days or more past due. ISSA reserves the right to hold the Advertiser and / or its agency jointly and severally liable in the case of overdue accounts. All expenses and legal fees incurred by ISSA in collecting outstanding accounts shall be paid by the Advertiser. ISSA reserves the right to cancel this Agreement and suspend any print advertisements at any time upon Advertiser's failure to pay any monies due under this Agreement in a timely manner.

3. Cancellation. Cancellations of scheduled advertising must be in writing and received by ISSA 30 days prior to the closing date of any print publications, including ISSAToday, CMM and Cleanfax, and scheduled start date of online advertisement. Advertising Contracts for print and online advertising cancelled fewer than 30 business days prior to the closing date and scheduled start date of online advertisement require full payment at the contracted rate. From time to time, ISSA may offer discounted frequency rates to an Advertiser on print advertising; provided, however, if Advertiser cancels some or all of the package quantity then ISSA shall be authorized to revert to the published frequency rate and bill Advertiser for the difference. Advertiser shall pay to ISSA the difference in accordance with Section 2. ISSA reserves the right to hold the advertiser and/or its agency jointly and individually liable in the event of nonpayment for all monies due ISSA.

4. Postponement. If Advertiser requests to postpone the original contact closing dates and/or online advertising dates, such request shall be treated as a cancellation in accordance with Section 3, above, and any request for future advertisement will require a new order and agreement.

5. Positioning. Unless specifically specified at the time of contracting and in writing in the final contract, positioning of advertisements in any print publications and ISSA.com is at the sole discretion of ISSA.

6. Usage Statistics. Advertiser acknowledges that ISSA has not made any guarantees with respect to usage statistics or levels of impressions for any advertising. ISSA provides Advertiser with estimated usage only as a courtesy to the Advertiser and shall not be held liable for any claims relating to said usage statistics.

7. Indemnification. Advertiser (and its Agency if applicable) shall indemnify ISSA and hold ISSA harmless from any and all claims, lawsuits, judgments, liabilities, losses, costs, expenses, and damages of any nature whatsoever, including but not limited to reasonable attorney fees, resulting from or caused by the publication of any advertisement placed by Advertiser or its Agency on account of any and all manner of claims, demands, actions and proceedings that may be instituted against ISSA, including but not limited to claims for libel, invasion of privacy, commercial appropriation of one's name or likeness, copyright infringement, infringement on trademark, trade name or any other intellectual property right of any person, commercial defamation, false advertising, any inaccurate or unauthorized claims, or any other claim whether based in tort or contract, or on account of any federal or state laws, rules, regulations, and/or statute, including but not limited to federal and state deceptive trade practices acts and any federal and state "Made in the USA" laws, rules and/or regulations.

8. Copyright. All advertisements, which represents the creative effort of ISSA and/or the use of creativity, illustrations, labor, composition, or material furnished by ISSA, is and remains the property of ISSA, including any and all rights of copyright therein. Advertiser understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertisements, without the express written permission of ISSA.

9. Compliance with Laws. Advertiser represents and warrants that any claims made in the advertisement are in compliance with all applicable federal, state, and local laws, rules, regulations, and statutes, including, but not limited to, federal and state deceptive trade practices acts and any federal and state "Made in the USA" laws, rules and/or regulations.

10. Made in the USA Certification. If applicable to Advertiser's advertisement, Advertiser hereby certifies that any product contained in any advertisement identified as "Made in the USA" is actually made or virtually all made in the USA as defined by applicable federal, state and local laws, rules, and regulations, including, but not limited to, the Federal Trade Commission's Made in the USA laws, rules and regulations. Advertiser attests that the certification made hereunder is made in good faith and is supported by competent and reliable evidence. Upon request, Advertiser shall promptly provide ISSA with a copy of any and all competent and reliable evidence.

11. Rejection of Advertisements. ISSA reserves the right to not run any advertisement that it receives that is not in accordance with its policies, including but not limited to any advertisements that ISSA, in its sole discretion, considers inappropriate, misleading, or offensive. ISSA reserves the right to reject or cancel any advertisement, order or reservation for such advertisement at any time and to reject any URL link embodied within any such advertisement.

12. Limitation of Liability. Advertiser assumes all liability for the content of its advertisement, and agrees to hold harmless, and will indemnify ISSA from all claims, losses, judgments, and damages arising there from. ISSA is not responsible for copy inaccuracies or unsatisfactory final production quality resulting from materials provided by Advertiser. Liability for typographical errors, wrong insertions, late publications, and/or non-publication, non-performance, as well as all other matters Advertiser might raise relevant to this Agreement, is limited to the amount charged Advertiser by ISSA for the applicable advertisement. Claims for an allowance for such matters must be made within 7 calendar days of the matters first occurrence. THIS LIMITATION OF LIABILITY IS A CONDITION FOR THE ACCEPTANCE OF ANY ADVERTISEMENTS UNDER THIS AGREEMENT BY ISSA. IN NO EVENT SHALL ISSA BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT OR THE PUBLICATION OF OR FAILURE TO PUBLISH ANY ADVERTISEMENT, WHETHER OR NOT ISSA WAS ADVISED OF THE POSSIBLITY OF SUCH DAMAGE.

13. Assignment. This Agreement may not be assigned or transferred by the Advertiser.

14. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois, without regard to the conflict of laws, rules or principals thereof. Advertiser hereby consents to the exclusive jurisdiction and venue of the federal or state courts located in Cook County, Illinois.

Contact: ISSA Media Phone: 800-225-4772 | E-mail: sales@issa.com