

The following page contains an interactive PDF insertion order form for placing Display Advertising within *The Chronicle of Higher Education*.

To use this feature and type directly on the form, you must open and complete using a full software version of **Adobe Acrobat**. You will then be allowed to print, save and/or e-mail the filled PDF form.

***** WARNING: Using Adobe Acrobat Reader will only allow you to fill in and print the PDF form, not save it or another version of it. *****

At the top of the form is also reset button.

If you have any questions, please let us know at 202-466-1080 or by e-mailing display@chronicle.com

THE CHRONICLE of Higher Education

Advertising Terms and Conditions • Effective January 1, 2011

General Terms

- a. Advertising content is subject to The Chronicle's approval. The Chronicle reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time and for any reason. Advertising content that could be mistaken as news or non-advertising material must be clearly marked "Advertisement." The Chronicle reserves the right to add such a notation above and/or below any copy. Only publication of an advertisement shall constitute final acceptance of the advertiser's order.
- b. Positioning of advertisements is at the discretion of The Chronicle.
- c. The Chronicle reserves the right to convert print advertisements (along with editorial content) into digital products, to include them in electronic databases and other versions of the publication, and to make them available through the Internet or through other sources.
- d. The Advertiser and/or its agency assume liability for all content of advertisements published by The Chronicle. The Advertiser and/or its agency grants The Chronicle the right and license to use, reproduce, transmit, and distribute all creative materials supplied by or on behalf of Advertiser, including without limitation, all text, graphics, illustrations and photographs (the "Creative"). Advertiser and/or its agency represents and warrants that: (i) it has all the necessary rights in the Creative; (ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third-party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or may otherwise result in any tort, injury, damage or harm to any person. Advertiser and/or its agency acknowledges that The Chronicle is relying on the foregoing representations and warranties.
- e. Recruitment advertisements may not contain references or links to other commercial job services.
- f. The Chronicle accepts recruitment advertisements from accredited colleges and universities. Upon receipt of advertisements from non-U.S. post-secondary institutions, The Chronicle will rely on the locally-recognized accrediting agency or entity. However, The Chronicle reserves the right to make reasonable inquiries to determine the legitimacy of the institution and position being advertised.
- g. The Advertiser and/or its agency agrees to indemnify, defend and hold The Chronicle and its respective officers, directors and employees, harmless from and against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred based upon a breach of any of the foregoing representations and warranties or in connection with any claim arising from or related to any advertisement supplied by Advertiser and/or its agency, including, but not limited to, claims of copyright or trademark infringement and claims of libel or invasion of privacy.
- h. Advertisements not received by the closing deadline will not be subject to approval or revision by the Advertiser and/or its agency. The Chronicle will not be responsible for errors appearing in advertisements that are placed too late for proofs to be submitted or for errors in advertisements received after the closing deadline. The Advertiser and/or its agency is responsible for checking the accuracy of the proofs they receive.
- i. Cancellations or changes in orders must be received in writing by the deadline date.
- j. The Chronicle shall not be liable for any costs or damages if, for any reason, it fails to publish an advertisement. The Chronicle is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of The Chronicle.
- k. For online and e-mail newsletter advertising, The Chronicle shall not be liable to the Advertiser and/or its agency for any technical malfunction, computer error or loss of data, or other injury, damage or disruption to advertisements or Web sites, that is beyond the control of The Chronicle. The Chronicle has no obligation to detect the presence of any computer virus, trojan horse, timebomb, worm or other technology or software causing damage to end users' computers in any item received from Advertiser and/or its agency.
- l. The Chronicle's sole liability for any error for which it might be responsible will not exceed the cost of the advertisement. Claims for errors must be made in writing within 30 days of the issue date or the date the advertisement first appeared online.
- m. Unless specifically agreed to in writing by The Chronicle, these Advertising Terms and Conditions shall supersede and control any contrary provision of any advertiser or agency-provided contract, insertion order, or copy instructions, even if the included advertisement is published. The Chronicle does not accept insertion orders containing disclaimers of any kind.

Financial Terms

- n. All rates are subject to change.
- o. The Advertiser and/or its agency, if an agency is used, shall be jointly and severally liable for all moneys due and payable to The Chronicle.
- p. New advertisers not known to The Chronicle are required to pay in advance for their first insertion and may be subject to payment terms not specified in these Advertising Terms and Conditions. New agencies not known to The Chronicle are required to sign an Agency of Record declaration.
- q. Advertiser and/or its agency will be short-rated if, within any contract period, Advertiser does not use the amount of space or submit the required number of insertions upon which its billings have been based. Commercial Advertiser and/or its agency will be credited if, within any contract period, Advertiser has over-fulfilled sufficient to warrant a lower rate.
- r. Invoices are due in U.S. dollars upon receipt.
- s. Invoices are deemed past due if unpaid 30 days from the date of the invoice. Interest charges may accrue at 1.5 percent per month on past due invoices.
- t. The Advertiser and/or its agency will be deemed delinquent if any invoices remain unpaid 45 days from the date of the invoice. For delinquent accounts, the entire amount owed by the Advertiser and/or its agency shall become due and payable immediately and The Chronicle may refuse to publish further advertising.
- u. After 60 days from the date of the invoice, The Chronicle may seek assistance from an outside collection agency or law firm. The Advertiser and/or its agency will be responsible for collection fees totaling 25 percent of the total outstanding balance plus reasonable attorney's fees and court costs, if any.
- v. Delinquent accounts will not be deemed current until all invoices, interest, and fees are paid in full.
- w. A commission equal to 15 percent of the gross billing, not including charges for special services (which are non-commissionable), is allowed only to recognized advertising agencies that submit camera-ready advertisements and whose accounts are current. Commissions may be revoked on past due invoices.
- x. The Chronicle reserves the right to contact the agency's client and demand payment for all outstanding balances if the agency's account is delinquent. However, no action on the part of The Chronicle shall relieve the agency of its liability for outstanding amounts due.
- y. The failure of The Chronicle to enforce any one or more of these provisions will not be construed to be a waiver of any of the Advertising Terms and Conditions clauses or The Chronicle's right to enforce such provisions.