

TERMS OF USE + AD AGREEMENT — Today Publishing

AD AGREEMENT

When you order an ad or Cover Story Package or other goods/services from Today Publishing and thus become an advertising sponsor, you enter into this agreement with BWD Publishing LLC (the “PUBLISHER” or “we” or “us”), whose registered address is P.O. Box 393, West Simsbury, Connecticut, United States 06092. All advertising sponsors (“ADVERTISERS” or “ADVERTISER” or “you”) understand and accept the information in this agreement. The term “our” refers to the PUBLISHER, and the term “your” refers to the ADVERTISER and/or ADVERTISERS.

1. DEADLINE FOR ORDERING ADS

The deadline for ordering an ad in Today Magazine is the first day of the month before the upcoming magazine issue — e.g., June 1 for the July issue. If space is available, the PUBLISHER may extend the deadline.

2. CAMERA-READY ADS

For advertising campaigns less than six (6) months, ADVERTISERS must either submit a camera-ready ad or pay a fee for Today Publishing to produce the ad. Email camera-ready ads to the PUBLISHER by the 5th of the month before the magazine issue — e.g., June 5 for the July issue. If you fail to email your ad to the PUBLISHER by the 5th of the month, you will be liable for an extra charge. Submit camera-ready ads as a press-quality PDF file.

If space is available and the PUBLISHER extends the ad deadline past the 5th of the month, the PUBLISHER will also give extra time (i.e., a new deadline) for the ADVERTISER to email the camera-ready ad to the PUBLISHER — the day for this new camera-ready ad deadline will be chosen at the discretion of the PUBLISHER.

If an ADVERTISER wants to replace a current camera-ready ad with a new camera-ready ad, the new ad must be emailed to the PUBLISHER by the 5th of the month. The ADVERTISER has the sole responsibility to notify the PUBLISHER of the new ad and email the PUBLISHER the new ad by the 5th of the month — otherwise, the current ad will be published.

3. ADS PRODUCED BY TODAY PUBLISHING

After you email us your ad design, the PUBLISHER will produce your ad at no additional cost for advertising campaigns of six (6) months or longer. Email your ad design and materials to us by the first day of the month before the magazine issue — e.g., June 1 for the July issue. The term “materials” refers to the elements needed to produce your ad, such as text/copy, photos, logos, other images, etc. In your email, indicate the placement you prefer for the ad elements you email to the PUBLISHER — i.e., a mock-up of your ad. If you have no placement preference for your ad elements, we will design your ad for you. Either way, the PUBLISHER’s production-and-design process is a one-proof process, with minor exceptions at our discretion (see details below).

If space is available and the PUBLISHER extends the ad deadline past the 1st of the month, we will also give extra time (i.e., a new deadline) for the ADVERTISER to email the ad design and materials to the PUBLISHER — the day for this new deadline will be chosen at the discretion of the PUBLISHER.

For best printing results, make sure your photo and image files are at least 500 KB. We can accommodate up to five photos per ad; additional photos will be an extra charge. When you fail to email your ad design and materials to the PUBLISHER by the first of the month, you will be liable for an extra charge. If your photo and image files are too large to be sent via email, you can send files through a free secure website such as (but not limited to) WeTransfer: <https://wetransfer.com>

Let us know if you prefer a serif font or sans serif font (serif fonts have a more traditional look, sans serif fonts a more contemporary look). You can request a specific font and we will let you know if it's available. Also let us know if you want your ad to incorporate certain colors (ideally those colors will complement the colors of your logo, images and/or photos).

As mentioned previously, the PUBLISHER's production-and-design process is a one-proof process, with minor exceptions at the PUBLISHER's discretion. After you review your Today Publishing-produced ad, if you request a minor revision within the framework of the existing ad design, the PUBLISHER will revise the ad. When that revision is completed, no further revisions or versions of the ad will be produced for the ADVERTISER, except at the PUBLISHER's discretion. If you require any further revisions, there will be an extra charge, unless the PUBLISHER makes an exception — solely at the PUBLISHER's discretion. (If the revised ad has typos that are the responsibility of the PUBLISHER, we will fix them at no charge.)

For each subsequent month of your ad campaign, minor changes can be made to the text of your ad only if you request changes via email by the 5th of the month before the magazine issue — e.g., June 5 for the July issue — but no changes will be made to the existing ad design. Maintaining a consistent and identifiable design is advertising best practice. Further, if an ADVERTISER wants to replace the ad produced by the PUBLISHER with a new camera-ready ad provided by the ADVERTISER, the new camera-ready ad must be emailed to the PUBLISHER by the 5th of the month. The ADVERTISER has the sole responsibility to notify the PUBLISHER of the new ad and to email the PUBLISHER the new ad by the 5th of the month — otherwise, the ad produced by the PUBLISHER will be published.

4. BILLING AND PAYMENT

The print edition of Today Magazine will be mailed via the U.S. Postal Service to the Connecticut towns of Avon, Canton, Farmington, Granby and Simsbury — including homes, condos, apartments, P.O. boxes and businesses — unless the PUBLISHER decides to publish only a digital edition in any given month. The digital edition will be published on the Internet.

For ADVERTISERS who order ad campaigns in January 2020 and onward, payment for each month's ad is due by the 5th of the month prior to the issue month — e.g., payment is due by June 5 for ads that appear in the July issue of Today Magazine. This due date may be extended when ad space is available. For ADVERTISERS who ordered ad campaigns in 2019 and earlier, payment for each month's ad continues to be due by the 15th day of the month — e.g., payment is due by July 15 for ads that appear in the July issue of Today Magazine.

ADVERTISERS agree to remit payment by credit card or debit card. ADVERTISERS who order an ad campaign longer than one (1) month agree to a recurring automatic payment (credit or debit) for the duration of their campaign. A late fee and/or finance charge will be added each month on overdue balances to the extent that is allowed by Connecticut state law and statute.

If an ADVERTISER agrees to an ad campaign of six (6) months or longer, thus receiving a better ad rate, but decides to discontinue the ad campaign before the time frame of six months or longer is complete, this ADVERTISER will be liable for the retroactive cost of the actual duration of the ad campaign. For instance, let's consider the example of a six-month ad rate of \$700 per month for a quarter-page ad — if an ADVERTISER decides to opt out of the six-month agreement after four months, the one-month rate of \$750 per month for the quarter-page ad would take effect retroactively. So this ADVERTISER would be liable for an additional charge of \$200 — four months at \$50 per month (the additional cost of the one-month rate).

When an ADVERTISER opts out of an ad agreement in this manner, the PUBLISHER is under no obligation to print this ADVERTISER's ad for the remainder of the ad campaign.

ADVERTISERS who decide to opt out an ad agreement in this manner must notify the PUBLISHER via email by the 1st of the month in order to discontinue the ADVERTISER's ad campaign beginning with the next month's issue — e.g., if the ADVERTISER emails the PUBLISHER by June 1, the ADVERTISER's ad won't appear in the July issue and moving forward. If the ADVERTISER fails to notify the PUBLISHER via email by the 1st of the month, the ADVERTISER's ad will run again in the next month's issue and the ADVERTISER will be fully responsible for the cost of that ad.

Further, to receive any discounts offered by the PUBLISHER, ADVERTISERS must demonstrate proof of their eligibility for said discounts when placing an ad order — decisions about eligibility for all discounts are at the PUBLISHER's sole discretion.

5. NOTES

- Each ADVERTISER's ad campaign will automatically renew for a subsequent time frame of the same length as the previous ad campaign, unless the ADVERTISER emails the PUBLISHER of the ADVERTISER's intent to not automatically renew — the ADVERTISER must email the PUBLISHER by the 1st day of the last month of the ADVERTISER's current ad campaign (e.g., an ad campaign of six months, from January through June, will automatically renew for another six months unless the ADVERTISER emails the PUBLISHER by June 1).
- Ads appear in both the print edition and digital edition of Today Magazine, unless the PUBLISHER decides to publish only a digital edition in any given month, and ADVERTISERS are included in the Advertising Sponsors Directory on our website — your company name is listed and is linked to your website. Ads in the digital edition are also linked to ADVERTISER websites.
- The PUBLISHER also publishes content in Today Magazine Online, a Web-based and Internet-focused online news vehicle that is distinct and separate from the Today Magazine monthly publication with its print edition and digital edition — unless the PUBLISHER decides to publish only a digital edition in any given month. There is an additional cost and a separate ad rate structure for ads that appear on the Web-based online news vehicle of Today Magazine Online. When ADVERTISERS pay for ads in the Today Magazine monthly publication, their ads won't appear in Today Magazine Online — to place an ad in Today Magazine Online, ADVERTISERS must pay an additional cost as outlined in the separate ad rate structure for Today Magazine Online. Today Magazine's monthly publication is produced not online, but rather via a PDF generated by a desktop publishing program; the PDF is typically sent to the PUBLISHER's printing vendor for the print edition and is also uploaded to the website that creates the digital edition, so the print edition and digital edition of the monthly Today Magazine are identical. Today Magazine Online is a distinct and separate Web-based online news vehicle that publishes news at various times. Today Magazine Online may undergo a brand and/or name change at the PUBLISHER's sole discretion and without notice.
- As an ADVERTISER, you bear full legal responsibility for your ad, including all copyrights and usage rights regarding photos, images, logos, fonts, copy, content and all other ad elements. Coupon codes or promo codes are acceptable, but we prefer to avoid cutout coupons because they could inadvertently remove another ADVERTISER's ad (from the other side of the page).
- The PUBLISHER will email the ADVERTISER an ad proof of the ADVERTISER's ad for the ADVERTISER to approve for publication — if the PUBLISHER doesn't receive a reply via email from the ADVERTISER (to the PUBLISHER's most recent email that contains the most recent ad proof) before Today Magazine is sent to the printer, the PUBLISHER will consider the ad to be approved and will run the ad in the magazine, and the ADVERTISER will be responsible for any errors in the ad. The ADVERTISER will also be responsible for the full cost of the ad.

- When an ADVERTISER emails and/or submits a camera-ready ad that doesn't meet the PUBLISHER's ad specs, the PUBLISHER may crop the camera-ready ad without consulting the ADVERTISER and without receiving permission from the ADVERTISER. The ADVERTISER will still be responsible for the full cost of the ad. Also, when an ADVERTISER's camera-ready ad doesn't already have a line around it — i.e., the outline of a border or box around the ad — the PUBLISHER will usually add such a line, outline, border and/or box, unless the ADVERTISER requests via email (at the time the camera-ready ad is emailed) that no line, outline, border and/or box be added. Including such a line and/or outline as the border of an ad is generally considered design best practice and typically helps the ad stand out better. The ADVERTISER will be responsible for the full cost of the ad.

Further, when an ADVERTISER emails and/or submits a camera-ready ad that doesn't meet the PUBLISHER's ad specs and the camera-ready ad is smaller than the ad space the ADVERTISER purchased, the PUBLISHER will leave some white space and/or blank space around the ad — this white space and/or blank space typically helps the ad stand out better and also ensures that the ADVERTISER is receiving the full ad space that was purchased. The ADVERTISER will be responsible for the full cost of the ad.

- Premium placement locations must be purchased and are available first-come, first-served. The term "premium placement" refers to the inside front cover, inside back cover, back cover, or other locations by request. If we receive more than one premium placement request for the same location, the question of which request came first will be determined by whoever placed the premium placement order first.

- The PUBLISHER reserves the right to terminate an ADVERTISER's ad campaign at any time, at the PUBLISHER's sole discretion. Such an ADVERTISER will be financially liable for any and all ads that have already been published, but will have no liability for the remainder of the terminated campaign. Further, at the PUBLISHER's sole discretion, the PUBLISHER reserves the right to decline a potential advertising sponsor and/or to not print any ad.

- Ad rates may change without notice, but pre-existing ad campaigns will not be affected by rate increases for the duration of that pre-existing campaign.

- The PUBLISHER reserves the right to change the format of Today Publishing magazine content anytime, at the PUBLISHER's sole discretion and without notice — e.g., the PUBLISHER may change the Today Publishing format from one magazine to multiple magazines or vice versa, and/or may add other towns, and/or may change from a monthly publishing schedule to a more frequent or less frequent schedule, and/or may change from a dual print-and-digital magazine to only print or only digital, or any other format change the PUBLISHER chooses.

- All ad campaigns will automatically run in consecutive months — e.g., for a six-month ad campaign that begins in March, the ADVERTISER's ads will appear in the March, April, May, June, July and August issues of Today Magazine — unless the ADVERTISER requests via email a different ad campaign schedule. Such different schedules are explained elsewhere in this Ad Agreement.

- ADVERTISERS who agree to a six-month ad campaign have the option of running their ad every other month or via another monthly schedule, but whatever schedule they choose, their six-month ad campaign must be completed in a 12-month time frame — e.g., if they begin their ad campaign in July 2028, their six ads must appear in Today Magazine by June 2029. Other ad campaign schedules are at the PUBLISHER's sole discretion.

- As noted elsewhere in this Ad Agreement, each ADVERTISER's ad campaign will automatically renew. If an ADVERTISER wants to discontinue a completed ad campaign — e.g., after the six months of a six-month ad agreement are complete — or wants to put a current ad campaign on hold temporarily, the ADVERTISER must notify the PUBLISHER via email by the 1st of the month in order to discontinue the ad campaign beginning with the next month's issue. For example, if the ADVERTISER emails the PUBLISHER by February 1, the ADVERTISER's ad won't appear in the March issue. After an ADVERTISER resumes an ad campaign by emailing the PUBLISHER, the ad will continue to appear in consecutive months — e.g., a six-month ad campaign with three months remaining that was put on hold in March and then resumes in May will continue consecutively in May, June and July. The PUBLISHER will work with ADVERTISERS to determine the best schedule for an ad campaign, but if there are questions, the schedule of each ad campaign is at the PUBLISHER's sole discretion.
- This agreement between the ADVERTISER and the PUBLISHER will be dated the day the ADVERTISER places an order via email or via the PUBLISHER's online order form.

6. AD SPECS

- 1/8 Page — 3.65" wide x 2.4" high
- 1/4 Page Standard — 3.65" wide x 4.9" high
- 1/4 Page Horizontal — 7.5" wide x 2.4" high
- 1/2 Page Standard — 7.5" wide x 4.9" high
- 1/2 Page Vertical — 3.65" wide x 10" high
- Full Page — 7.5" wide x 10" high (no bleed)
- Back Cover — 7.5" wide x 8.5" high (no bleed)

7. FURTHER LEGAL PROVISIONS

- **Content** — The opinions expressed in all content published by the PUBLISHER are those of the author(s) and do not necessarily reflect the opinions of the PUBLISHER. The term "content" refers to all copy, text, photos, images and other similar materials. The term "published" refers to content in any print publication, on any website, on any social media site, in any promotional material, and in any other materials produced and/or managed by the PUBLISHER. Information contained in said content has been obtained from sources believed to be reliable. However, neither the PUBLISHER nor the PUBLISHER's writers, contributors and editors can guarantee the accuracy or completeness of any information and/or content published by the PUBLISHER. Further, neither the PUBLISHER nor the PUBLISHER's writers, contributors and editors shall be responsible for any errors, omissions or claims for damages (including but not limited to exemplary damages) arising out of use and/or inability to use, or with regard to the accuracy or sufficiency of the information contained in content published by the PUBLISHER. We do our best to ensure that information published in said content is both timely and accurate. Despite our efforts, however, said content may occasionally contain errors.
- **Indemnification** — You shall indemnify, defend and hold harmless the PUBLISHER and its directors, officers, employees, agents, subcontractors and customers from and against all claims, actions, suits, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including all attorneys' fees and court costs) which arise out of, relate to or result from any of your acts or omissions.
- **Governing Law and Venue** — This agreement, including all matters of construction, validity and performance, will in all respects be governed by, and construed in accordance with, the laws of the State of Connecticut (without giving effect to principles relating to conflict of laws). For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this agreement, the parties submit to and consent to the exclusive

jurisdiction of the State of Connecticut and agree that any such litigation shall be conducted only in the courts of Hartford County, Connecticut, or the federal courts for the United States for the District of Connecticut, and no other courts.

TERMS OF USE

Welcome to the Today Publishing website.

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern the PUBLISHER's relationship with you in relation to this website.

If you disagree with any part of these terms and conditions, please do not use our website.

The term "PUBLISHER" or "us" or "we" refers to BWD PUBLISHING LLC, the owner of the website whose registered address is P.O. Box 393, West Simsbury, Connecticut, United States 06092. The term "you" or "your" refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
2. This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties.
3. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
4. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
5. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
6. All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
7. Unauthorized use of this website may result in a claim for damages and/or be a criminal offense.

- The PUBLISHER may modify the TERMS OF USE and/or the AD AGREEMENT without notice.