

GENERAL ADVERTISING PROVISIONS

TERMS AND CONDITIONS

THE WELL NEWS LLC ("TWN") and the person, firm or entity, including, but not limited to, advertisers ("Advertiser"), their buying agencies ("Agency") and organizations known as advertising or buying services ("Service"), applying for credit to purchase such advertising and seeking to purchase advertising space (collectively called "Buyer") hereby agree that the following terms and conditions shall govern issuance of credit and purchase of advertising space on or in TWN's digital products, including www.thewellnews.com ("Website") but not limited to RSS, API, email newsletters and other downloads (collectively called the "Services"):

1. BILLING AND PAYMENT

- a) TWN will bill Buyer monthly unless otherwise provided on the advertising purchase contract or insertion order.
- b) Invoices shall contain advertiser/product, date, time, ad specifications and cost.
- c) Payment is due in full prior to each advertising insertion unless credit has been established. Once credit is established, payment by Buyer is due within 30 days after receipt of invoice. If payment is not received within the specified time, Buyer agrees to pay all reasonable collection costs, costs of suit and reasonable attorneys' fees incurred in enforcing the agreement. If payment is not received within the specified time, TWN also reserves the right to: 1) cancel existing orders; 2) refuse new orders; 3) notify Advertiser of account status if purchased by Agency or Service; 4) assess interest charges of 1.5% per month to the account; and 5) pursue any rights and remedies it may have under applicable laws.
- d) When any part of an account for advertising becomes delinquent, then the entire amount owed shall become due and payable and TWN may refuse to publish further advertising. In this event, the Buyer shall pay for advertising space actually used or impressions delivered according to the rate earned at the time of the delinquency.
- e) Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally, shall remain obligated to pay to TWN the amount of any bills rendered by TWN within the time specified and until payment in full is received by TWN. Payment by Advertiser to Agency or to Service, or payment by Agency to Service, shall not constitute payment to TWN. In the event that ads are placed by a third party in "care of" an Agency or Advertiser, the Agency and Advertiser assume full responsibility jointly and severally for all actions of such third party and for payment of online advertising placed by that third party.
- f) Extension of credit to Agencies is based on the Agency's acceptance of liability for all advertising placed by them and billed to their account. No endorsement, statement or disclaimer on any insertion order, check or letter shall act as an accord or satisfaction, or as a waiver of this condition unless and until it is accepted by TWN by a separate written agreement signed by a duly authorized representative of TWN. In the event of nonpayment of any Agency account, prior to referring said account for third party collections, TWN reserves the right to contact the Agency's client(s), as disclosed principal(s), for payment. If the outstanding balance is still not satisfied, TWN may proceed with collections against both the Agency and the Advertisers. No such action on the part of TWN shall relieve the Agency of liability for the debt.
- g) There will be a \$25 charge for any check not honored by the bank. Returned checks must be replaced with certified/cashier/wire transfer funds within 48 hours of

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notification. TWN reserves the right to withhold further advertising pending receipt of replacement funds.

- h) In the event an account is referred to a third party for collection, Buyer agrees to pay collection and/or attorney fees, as well as court costs incurred to effect collection.
- i) Unless otherwise approved by TWN, incorrect rates on insertion orders that do not correspond to the rate card will be regarded as clerical errors and the advertisements will be published and charged at the applicable rates in effect at time of publication.
- j) Terms, conditions, rates or agreements not set forth herein or in then-current rate schedules are not binding on TWN. Sales representatives and account executives are not authorized to modify these terms and conditions.

2. TERMINATION / CANCELLATION

- a) If a contracted advertisement is cancelled less than 14 days before the scheduled publication or insertion date, a 50% cancellation fee will apply; provided that, if TWN is able to sell the advertising space at the same or higher rate to another client prior to launch/publication the cancellation fee may be waived.
- b) If a contracted advertisement is cancelled less than 7 days before the scheduled publication or insertion date, a 100% cancellation fee will apply; provided that, if TWN is able to sell the advertising space at the same or higher rate to another client prior to launch/publication the cancellation fee may be waived.
- c) If a contracted advertisement is cancelled for any reason (including delays in creative preparation or transit) after the established deadline for a specific issue, TWN, at its discretion, may substitute a previously published ad and bill the Buyer at the contracted rate. Late cancellations, with or without a substituted ad, will be billed at the contracted rate to the Buyer.
- d) Cancellations or changes in advertising cannot be guaranteed unless notice is provided not less than 48 hours prior to the publication or insertion date.
- e) Subject to the "Makegood" provision below, claims for errors must be made within thirty (30) days following publication date.
- f) Cancellation of online insertion orders prior to completion of the requested run will not result in prorated refunds.

3. RATES

Rates are reflected in published rate cards according to ad specifications ordered.

4. PLACEMENT/PRODUCTION/DELIVERABLES

- a) Requested placement or positioning of an advertisement on the Services cannot be guaranteed without payment of a position charge.
- b) All production costs for anything other than a pdf meeting TWN's technical specifications will be billed at cost to the Buyer.
- c) TWN will not be responsible for errors appearing in advertisements which are placed too late for proofs to be submitted or for errors due to delivery of printing or insertion materials past published deadlines from the Buyer or from a third party designated by the Buyer as a source for printing or insertion material.
- d) TWN shall be under no liability whatsoever by reason of error for which it may be responsible in any advertisement beyond liability to give the Buyer credit for as much of the space occupied by the advertisement as is materially affected by the error; and its obligation to give such credit shall not apply to more than one incorrect

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insertion under any contract or order unless it is notified of the inaccuracy prior to the deadline for repetition of the insertion. Credit for errors caused by TWN may be requested in the form of "makegood" ads. Makegood insertions must appear within 48 hours of the error or the next available issue of publication.

- e) TWN does not guarantee any given level of circulation or readership for an advertisement.
- f) The Buyer assumes liability for all content (including text representation and illustrations) of advertisements published and also assumes responsibility for any claims arising therefrom made against TWN, including costs associated with defending against such a claim.
- g) All advertising copy that might be mistaken by a reader as news, feature or other non-advertising materials must be clearly marked "advertisement". In the event such copy is not clearly marked, the "advertisement" notation will be added by TWN. Political candidate advertisements must reflect the identity of the paying sponsor.
- h) Absent the specific written commitment by TWN, all positions are at the option of TWN, and no adjustments, reinstatements or refunds be made because of the position and/or section in which an advertisement has been published. Misclassification of classified ads is not permitted.
- i) If there is a shortfall or other discrepancy in the delivery of impressions or other deliverables of at the end of any specified ad campaign period, it shall not be deemed to be a breach of any obligation of TWN and shall not render TWN liable for any damages or offsets of any kind. In the event of such shortfall or discrepancy, TWN will provide, as the sole remedy to Advertiser, Agency and Buyer, "make good" impressions through comparable placements, to be delivered no later than 30 days following the scheduled campaign stop date.

5. EFFECT OF BREACH

- a) TWN reserves the right to cancel an advertising contract upon default by Buyer in the payment of bills or other material breach of the terms hereof at any time upon prior written notice. Upon such cancellation, all charges for ads run online and not paid shall become immediately due and payable. If TWN cancels by reason of Buyer's material breach, Buyer's only liability shall be to pay for ads completed hereunder prior to cancellation by TWN.
- b) In the event of a material breach by TWN in publishing the Buyer's advertising, Buyer reserves the right to cancel the advertising contract at any time upon prior written notice.

6. FAILURE TO PUBLISH

If, due to public emergency or necessity, force majeure events, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond TWN's control, an omission of any advertisement contracted to be carried hereunder, TWN will provide, as the sole remedy to Advertiser, Agency and Buyer, "make good" impressions through comparable placements, to be delivered no later than 60 days following the scheduled campaign stop date.

7. ADVERTISING MATERIAL

- a) All advertising material shall be furnished by Buyer. All expenses connected with the delivery of advertising material to TWN shall be paid by Buyer.

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- b) Buyer shall submit advertising material along with written instructions for its use to TWN as soon as possible to ensure proper publication. Changes to instructions should be in writing to TWN by letter or email prior to changes being made.
- c) TWN will not be responsible for losses incurred from errors in advertisements. TWN is responsible only for the cost of space required to correct an error. It is agreed that no other liability will be acknowledged between the advertiser and the publisher by reason of this contract.
- d) TWN, in its sole discretion, reserves the right to refuse any submitted advertisement.
- e) Buyers are responsible for checking the accuracy of the proofs they request. The Buyer should carefully check the entire ad proof, including areas in which changes or corrections were not requested.

8. PRIVACY AND DATA PROTECTION

- a) All capitalized terms used but not defined in this Section 8 have the meaning ascribed to them in General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”). For purposes of this Section 8, each party is a Data Controller of the Personal Data that it collects, employs or otherwise Processes to deliver its services, absent a further amendment that sets forth circumstances in which either party is a Data Processor.
- b) Publisher, on the one hand and Advertiser, Agency and Buyer, on the other hand, each Process Personal Data, including exchanging Personal Data with the other party, for purposes of providing advertisements on publisher’s Services (collectively, the “Purposes”). Either party may Process the Personal Data that it obtains from the other party for its own purposes, including to provide services for the benefit of other platforms and clients.
- c) As Data Controllers, each party shall:
 - a. comply with all laws, regulations and other legal requirements of any jurisdiction relating to privacy, data security, communications secrecy, Personal Data Breach notification, or the Processing of Personal Data, such as, to the extent applicable, GDPR (“Data Protection Laws”), and promptly notify the other party in writing if it is no longer able to meet its obligations under Data Protection Laws with respect to the subject of this Agreement;
 - b. shall Process and Transfer Personal Data only for the purposes described in this general advertising provision agreement, or as otherwise agreed in writing by the parties;
 - c. independently fulfill all duties required of Data Controllers under Data Protection Laws, including, without limitation (as applicable), with regard to complying with applicable principles of Personal Data Processing (such as data minimization); determining and qualifying for any necessary legal basis or bases for collection or processing of Personal Data (such as consent, if applicable); managing and reporting Security Incidents; Transfers (including, without limitation, entering into Standard Contractual Clauses or certifying under the Privacy Shield Framework); contracting with only those Data Processors that provide adequate protections for Personal Data; implementing required and appropriate contractual language in agreements with Data Processors and other Data Controllers; maintaining records of data processing; conducting any required data protection impact assessments; and implementing and maintaining all measures required pursuant to Article 32 of the GDPR, where “Privacy Shield” means the EU-U.S. Privacy Shield

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Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce and “Standard Contractual Clauses” means either the standard contractual clauses for the transfer of personal data to third countries (Commission Decision 2004/915/EC) or the standard contractual clauses for the transfer of personal data to processors established in third countries (Commission Decision 2010/87/EC), both available at https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/modelcontracts-transfer-personal-data-third-countries_en;

- d. have an independent obligation to respond to any requests received by such party from Data Subjects regarding Personal Data, including without limitation, those set forth in Chapter III of the GDPR, and, if applicable, and to the extent legally permitted, the parties shall provide each other with reasonable cooperation and assistance in relation to handling of a Data Subject’s request; and
 - e. inform the other (to the extent legally permitted) about any dispute or claim brought by a Data Subject or a Supervisory Authority concerning the Processing of the Personal Data under this advertising purchasing agreement, and if applicable, and to the extent legally permitted, the parties shall provide each other with reasonable cooperation and assistance in relation to handling of a dispute or claim brought by a Data Subject or a Supervisory Authority; provided that and the party that was the recipient of the dispute or claim shall be responsible for interacting with the relevant Data Subject or Supervisory Authority.
- d) Neither party shall have responsibility for Processing special categories of personal data, as referenced in Article 9 of the GDPR. Neither party shall provide the other with any special categories of personal data.
 - e) Each party shall post a privacy notice on its website that complies with Data Protection Laws, reflects the nature of the relationship and Transfer of data between the parties, and identifies a contact point for Data Subjects. Each party shall ensure that its privacy notice informs Data Subjects that (i) their Personal Data will be shared with other third parties such as publisher or Advertiser, as applicable; (ii) their Personal Data will be received from third parties, such as publisher or Advertiser, as applicable; and (iii) their Personal Data will be Processed for advertising purposes, including targeted advertising, if applicable.
 - f) As Advertiser does not have a direct relationship with any Data Subject using publisher’s Services, where consent is required by Data Protection Laws, publisher shall use commercially reasonable efforts to seek to obtain legally sufficient consent to publisher’s and Advertiser’s Processing of Personal Data for the Purposes. To the extent that any such consent is withheld or rescinded by a Data Subject, neither party shall Process such Data Subject’s Personal Data for the Purposes.

9. INDEMNITIES

Buyer agrees to hold and save TWN harmless against all liability resulting from the publication of advertising material furnished by Buyer.

10. GENERAL

- a) TWN's obligations hereunder are subject to applicable federal, state and local laws and regulations.

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- b) TWN shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to advertising material and other property furnished by Buyer.
- c) Failure of TWN or Buyer to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- d) If credit is approved, TWN reserves the right to cancel credit at any time with or without notice for whatever reason.
- e) Subject to the "Makegood" provision above, any dispute by Buyer with respect to any publication, advertising material, or services provided by TWN or the amount charged for same shall be reported to TWN in writing within 30 days from the date of the invoice relating to same, time being of the essence. Any such dispute shall not affect Buyer's obligation to make payment within terms stated above. Failure to report any dispute within such time shall constitute a waiver of any claim by applicant with respect to such dispute.
- f) This application for credit and purchase agreement is a written authorization for TWN to conduct a credit inquiry on the persons and entities indicated above. TWN is further authorized to answer questions about its credit experience with such persons and entities to others. TWN is also authorized to recheck the applicant's credit and/or obtain new credit references from the applicant at its discretion, as long as the applicant advertises with TWN.
- g) The person executing the credit application and advertising contracts certifies that he/she is authorized to provide this information and to sign the application and contracts, and that the above statements are true and that no unfavorable information known to them has been omitted.
- h) The person executing the application and contracts on behalf of applicant acknowledges that he/she has the authority to do so, and by its execution it has caused applicant and third parties to be jointly and severally bound by the terms hereof.
- i) The application for credit, advertising contract and these terms and conditions contain the entire agreement between the parties relating to the subject matter herein contained and no change in the terms and provisions shall be effective unless made in writing.
- j) The credit application and advertising contract shall be construed under the laws of the State of Delaware, without reference to the choice of law therein.
- k) For purposes of any state unclaimed property law, the party whose name appears on the applicable invoice will be the "owner" of any unclaimed property.