U.S. News Advertising Terms and Conditions (Digital)

Advertiser will supply U.S. News with creative via email at least three (3) business days before the campaign start date. Please send all creative and traffic instructions to: Ad Operations, email: adops@usnews.com; phone: 202-955-2065; fax: 202-955-2441.

U.S. News reserves the right to approve all creative prior to the launch of any campaign.

Unless U.S. News and Advertiser otherwise agree in writing, U.S. News’s ad server, DFP, will be responsible for tracking delivery of the ads for billing purposes. If U.S. News and Advertiser agree to use a third party ad server, prior to the start of the ad campaign, Advertiser will supply, or cause its third party ad server to supply, U.S. News with a username and password to access daily ad delivery reports.

This Advertising Agreement is subject to, and hereby incorporates, the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the “Terms and Conditions”), which can be found at http://www.iab.net/media/file/IAB_AAAAsandcs-FINAL.pdf. For purposes of Section XIV.d. of the Terms and Conditions, this Advertising Agreement (including the Terms and Conditions) will be governed by the laws of the State of New York, and any claims, legal proceedings, or litigation arising in connection with this Advertising Agreement (including the Terms and Conditions) will be brought solely in the state or federal courts located in New York County, New York, and the parties consent to the jurisdiction of such courts. In the event of any conflict between the Terms and Conditions and any terms specified in this Advertising Agreement, the terms specified in this Advertising Agreement will prevail.

Notwithstanding anything to the contrary contained in the Terms and Conditions, the Terms and Conditions apply to Advertising Agreements between U.S. News and an agency and to Advertising Agreements directly between U.S. News and an advertiser. If this Advertising Agreement is directly with an advertiser, the obligations of “Agency” in the Terms and Conditions will be deemed to be obligations of the Advertiser, and any provisions in the Terms and Conditions that are particular to an agency in its role as agent for the Advertiser will be disregarded.

The term “Media Company Properties” as used in the Terms and Conditions means usnews.com, U.S. News Weekly, the weekly digital magazine of U.S. News, or any U.S. News branded website or electronic publication of U.S. News that is specified above in this Advertising Agreement.

Notwithstanding anything to the contrary contained in the Terms and Conditions, if an advertisement is not delivered for any reason, Advertiser will be entitled to makegoods or a credit for such non-delivery. In no event will U.S. News be required to refund any amounts to Agency or Advertiser.
Any credits due to Advertiser that have not been used within twelve (12) months of incurrence shall be forfeited.

Upon termination of this Advertising Agreement for any reason, all outstanding amounts owed hereunder shall become immediately due and payable in full, regardless of any credit terms that may have been applicable to Agency or Advertiser. Agency and Advertiser agree to pay any federal, state or local taxes or other charges which may be imposed on any advertising in addition to the rates set forth in this Advertising Agreement. Notwithstanding anything to the contrary contained in the Terms and Conditions, Agency and Advertiser are jointly and severally responsible for the payment of all amounts due for advertising published by U.S. News pursuant to this Advertising Agreement.

Advertisements are provided “as is” and “as available”. TO THE FULLEST EXTENT PERMITTED BY LAW, U.S. NEWS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, ASSOCIATED WITH THE ADVERTISING OR ADVERTISER’S USE OF THE ADVERTISING, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES (i) ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, (ii) OF UNINTERRUPTED OPERATION WITHOUT ERROR, (iii) OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS ADVERTISING AGREEMENT, (iv) REGARDING PAGE VIEWS, VISITORS OR UNIQUE VISITORS, OR (v) RELATING TO THE SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF THE ADVERTISING.

IN NO EVENT WILL U.S. NEWS’S LIABILITY TO AGENCY OR ADVERTISER EXCEED THE AMOUNTS PAYABLE UNDER THIS ADVERTISING AGREEMENT.

In the event U.S. News is unable to fulfill this Advertising Agreement because of extraordinary events, this Advertising Agreement will be suspended during the period of inability to perform and the terms extended for a like period. U.S. News will not have any liability because of such suspension.

If Advertiser or Agency engages U.S. News to provide, and U.S. News agrees to provide, advertising design services, U.S. News will design the advertisements using text, photographs, trademarks, trade dress elements, and other intellectual property provided by Advertiser or Agency (the “Advertising Materials”). By providing the Advertising Materials to U.S. News, each of Advertiser and Agency (if Agency provided the Advertising Materials) represents that it has the right to provide the Advertising Materials to U.S. News and to have U.S. News distribute, reproduce, display and republish the Advertising Materials without violating the rights of any third party. The Advertising Materials must be provided in a form and format and within the deadlines prescribed by U.S. News. U.S. News shall have no liability for delays in performance, or failure to provide deliverables, resulting from any delays caused by Advertiser or Agency, and U.S. News shall have no liability for the content of any advertisement. Advertiser’s and
Agency’s sole remedy for any failure of U.S. News to provide the services described in this paragraph shall be to receive replacement design services. Advertising design services are provided on an “as is” basis with no warranties whatsoever. TO THE FULLEST EXTENT PERMITTED BY LAW, U.S. NEWS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, ASSOCIATED WITH SUCH DESIGN SERVICES.

U.S. News publishes rankings of various institutions and products. Advertising with U.S. News will not in any way affect (i) the Advertiser’s or its products’ ranking, if the Advertiser is a ranked institution or produces or distributes a ranked product, or (ii) whether the Advertiser or its products will be ranked, if the Advertiser is not a ranked institution or its products are not ranked. The Advertiser shall not be permitted to use U.S. News’s logos, content, rankings or other creative in any of its advertisements, whether or not on a U.S. News publication, or to make any promotional or merchandising reference to U.S. News, with respect to any U.S. News rankings or otherwise, without the prior written approval of U.S. News.