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.

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

The ad server responsible for tracking delivery of the ads for billing purposes is: __________________________. If no other ad server is specified, U.S. News’ ad server, Google Ad Manager, will be used. If a third party ad server is specified, 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 Insertion Order 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 “IAB Terms”), which can be found at https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf. For purposes of Section XIV.d. of the IAB Terms, this Insertion Order (including the IAB Terms) will be governed by the laws of the State of New York without reference to the choice of law provisions thereof, and any claims, legal proceedings, or litigation arising in connection with this Insertion Order (including the IAB Terms) will be brought solely in the state or federal courts located in New York County, New York, and the parties consent to the jurisdiction and venue of such courts. In the event of any conflict between the IAB Terms and any terms specified in this Insertion Order, the terms specified in this Insertion Order will prevail.

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

The term “Media Company Properties” as used in the IAB Terms means usnews.com or any U.S. News branded website or electronic publication that is specified above in this Insertion Order.

Notwithstanding anything to the contrary contained in the IAB Terms, 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.

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 INSERTION ORDER, (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’ LIABILITY TO AGENCY OR ADVERTISER EXCEED THE AMOUNTS PAYABLE UNDER THIS INSERTION ORDER.

In the event U.S. News is unable to fulfill this Insertion Order because of extraordinary events, this Insertion Order 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) Advertiser’s or its products’ ranking, if Advertiser is a ranked institution or produces or distributes a ranked product, or (ii) whether Advertiser or its products will be ranked, if Advertiser is not a ranked institution or its products are not ranked. Advertiser shall not be permitted to use U.S. News’ 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.

No other terms, including without limitation terms on or referred to in any Advertiser or Agency purchase order, shall be applicable unless they have been signed by U.S. News.