

ADVERTISING TERMS AND CONDITIONS

A. ABBREVIATIONS AND DEFINITIONS: ADV refers to the Advertiser for whom the advertisement is published and/or its Advertising Agency or ad placement entity if the Advertiser has hired any such agent to place ads for the Advertiser, and their respective owners and signatories, personally. PUB refers to the New England Bride, Inc., its president and Publisher of New England Publishing Group. TERMS refers to these terms and conditions, terms and conditions on the front of this agreement, published editorial services restrictions, the terms and conditions on the MECHANICAL REQUIREMENTS & AD PRODUCTION RATE CARD, and in the masthead and staff box of each issue, collectively. MAGAZINE refers to all printed publications, newsletters, INTERNET services, and all other media produced and distributed by PUB, either in printed, faxed, electronic or any other form.

B. ACCEPTANCE: Insertion orders, ad reservations, contracts and purchase orders submitted by ADV are subject to PUB written acceptance and, notwithstanding terms and conditions on them, are accepted by PUB only on these TERMS unless accepted in advance, in writing by PUB. No conditions, written, oral, on a fax, by e-mail or printed on the space reservation, insertion order, copy instructions, or elsewhere, which conflict with these TERMS will be binding unless accepted by PUB in writing, in advance. ADV agrees that minor information or spelling errors, or inadvertent omissions of initials, or other non-essential piece of information, either printed or written, do not invalidate this agreement.

C. RATE CHANGES: All rates are subject to change without notice. ADV (either the advertiser or its agent, but not both) with un-expired advertising agreements will receive advance notice of all rate changes via first class mail to their last known address. The new rate takes 30 days after this notice is mailed. All ADV rates will change with the same issue. EXCEPTIONS: (1) ADV who prepaid their entire schedule at the time their agreement was accepted; (2) any other ADV for whom PUB has accepted an exception in exchange for due consideration in writing, in advance; (3) changes subject to the limitations in section (E) below.

D. PREPAYMENT DISCOUNTS: Qualified ADV can earn large, optional prepayment discounts. In order to qualify for these prepayment discounts, the following conditions must be met:

1. The first issue eligible for prepayment discounts is the next issue to close after PUB accepts, in writing, the signed, non-cancelable advertising agreement. PUB acceptance of such advertising agreements under the provisions of this section is conditional until completion of the Publisher's credit review. By submitting verbal and/or written advertising orders, ADV hereby grant the Publisher permission to investigate the ADV and their respective principals' credit history, without restrictions. The prepaid discounted rate can be earned by ADV if one of the following two payment programs is agreed to by ADV and accepted by PUB after credit review has been completed:

a. PUB receives and collects a non-returnable payment, in full, for all scheduled issues by the closing date of the first issue eligible for the lower prepaid rates - or -

b. PUB receives and collects, in full, by the closing date, the prepaid discounted rate, and any ad preparation charges, for the first issue scheduled with the signed advertising agreement. And, for each succeeding scheduled issue, payment is received and collected by the prepayment due date for that issue. And, further, ADV agrees that payments received will be credited in the sequence described in section (O) below so that all prior balances due are paid first. If the full prepaid discounted rate is not received and collected by the due date, the actual earned rate for that single issue will be the open rate. Subsequent issues may be eligible for prepayment discounts if payments are received and collected as stated in section (D.1.a) above and in this section, subject to the provisions in section (O) below.

2. Additional insertions requested by phone, fax, e-mail or in writing by ADV that are scheduled to run prior to the last issue originally contracted are subject to, and accepted only, on the same terms and conditions as the original agreement unless otherwise changed by PUB in advance, in writing.

E. AD/SCHEDULE CHANGES & CANCELLATIONS: Advertising agreements, verbal and/or written, are non-cancelable, once accepted by PUB after credit review. The scheduled frequency, ad sizes and the addition of color (if allowed) may be increased, based on availability, and with approval of PUB during the contracted schedule, but reductions in ad size, scheduled frequency or color are not permitted, unless rate increases during the term exceed the limits specified in sections (E.1) through (E.3) below or as agreed to by PUB in writing:

1. Advertising agreements accepted by PUB are NON-CANCELABLE unless rate increases during each 12 month period after the first insertion are more than 10% above the sum of: (a) The published U.S. Postal Service average percentage increase in 2nd class mailing charges, plus (b) The percentage increase in average magazine distribution above the level at the beginning of the schedule. PUB does not provide a minimum rate base guarantee, or credits for lower distribution nor discounts for reductions in 2nd class postage costs, if such items are lower than at the beginning of the schedule.

2. If rates are increased more than 10% above the sum of (E.1.a) and (E.1.b) above, ADV will have been deemed to accept the new rates for the balance of the contracted schedule unless the PUB receives a written cancellation of the schedule by the published closing date of the first issue billed at the new rate that exceeds the sum of (E.1.a) and (E.1.b). Furthermore, ADV, by paying the new higher rate for the 1st issue billed at the new rate, affirms its acceptance of this new rate, even if payment is made prior to the closing date of the 1st issue billed at the new rate.

3. If PUB elects to or allows any delay in a contracted insertion at its option, ADV agrees that the current schedule will be automatically extended for the number of issues delayed, at the same size as the delayed insertions, and at the rate then in effect when the delayed ads are run. Any such delay for one ADV does not obligate the Publisher to provide any such relief again or to any other ADV on the same basis.

4. The Publisher reserves the right to refuse to run any ad or may terminate any existing advertising agreement at his sole discretion without the consent of ADV, and without advance notice. If any such ad is not run or any such advertising agreement is so terminated, any advance payments received for ads not yet run will be refunded to ADV within 30 days of such termination, if no future ad is scheduled to run. No short rate penalties for the ads not to be run will be charged to the ADV if the schedule has been run to date as originally contracted. Any accumulated insertion costs, ad production charges, lost discounts and/or service charges that still remain due will be deducted from any refund prior to payment to ADV. See section (O) below.

F. VERBAL/FAX/E-MAIL ORDERS: ADV agree that verbal/fax/e-mail advertising contracts are enforceable if the scheduled term is for 1 year or less, and at PUB sole option, if PUB agrees to publish ads in anticipation of receiving the confirming written advertising agreement. Such orders are accepted subject only to these TERMS, which are deemed accepted by ADV upon submission of any such insertion order and/or materials. Any contrary terms and conditions included on confirming written materials supplied by ADV after PUB has accepted a verbal/fax/e-mail order are not binding unless specifically accepted by the Publisher in writing after the written order has been received.

G. LIABILITY FOR ERRORS/OMISSIONS: PUB shall not be liable for damages for errors in advertisements created and/or printed by PUB in excess of the payment received for the space consumed by such error in the first insertion that contains the error. PUB is not responsible for errors or omissions in key numbers, reader service numbers, surveys and/or directories or guides, or color deviations due to industry accepted press tolerances. In addition, PUB shall not be liable for damages for failure to publish or distribute in any media format any part of or all of the publication or service because of labor disputes, accident, fires, acts of

God or any other circumstances beyond the Publisher's control. Further, PUB shall not be liable for damages if for any reason he fails to publish all or part of an advertisement beyond the actual pro rata payment received for the missing full or partial advertisement. See section (O) below for disposition of any credits due.

H. DESIGN ALTERATIONS & CHANGES IN EDITORIAL SERVICES: PUB may change the trim size, page layout, colors used, cover design, advertising sizes offered, special advertisers sections offered, editorial content and rules and/or procedures for participation in free editorial services, or any other part of the magazine or other media services, at its sole discretion without notice. If any advertising program is eliminated, holders of existing advertising contracts for ads in canceled sections will have the option to continue their advertising schedules at the nearest equivalent ad at the new rate, with no charge for ad preparation, or to cancel their remaining schedules with no penalty.

I. FINANCIAL LIABILITY: ADV agree, jointly and severally, to pay the charges for advertising published at their direction. If PUB does not receive insertion orders, acceptable materials and/or copy instructions by the published closing date, the previous ad of the same or next closest larger size will be created and charged at the appropriate insertion and production rates. If a previously run equal size or larger ad is not available, and acceptable materials are not received by the closing date, ADV will be charged for space reserved, even if a smaller ad or no ad is run. No refunds will be issued for smaller or missing ads not run per this section.

J. ADVERTISING PLACEMENT: All restrictions, including without limitation, positioning, separations, facing, editorial adjacencies or other stipulations are at the sole discretion of PUB, unless approved by PUB in writing, in advance.

K. PUBLISHER'S INDEMNIFICATION. ADV represents that they are fully authorized and licensed to use (1) the names, portraits, and/or pictures of living persons, (2) any copyrighted or trademarked material and (3) any testimonials, contained in any advertising, editorial photography or text, submitted by or on behalf of the Advertiser and published. ADV represent that there is nothing in such advertisement, editorial photography or text, which is libelous, defamatory or invades the privacy of any person, firm or corporation. As part of the consideration and to induce PUB to publish such advertisement, editorial photography or text, ADV each agree to indemnify and save harmless PUB against all loss, liability, damage and expense of whatsoever nature arising from copying, printing or publishing of such advertisement, editorial photography or text.

L. IN THE EVENT OF NON-PAYMENT: If ADV fails to comply with payment option selected in section (D.1.a) or (D.1.b) or, if no payment option is selected, fails to pay for an insertion within one month of its publication date, the entire total unpaid balance of the agreement becomes due and payable immediately. In addition, ADV shall be liable for all fees and sums of collection, including, but not limited to, reasonable attorney's fees, collection agency fees, and court costs incurred by PUB in the collection of the unpaid balances due. All parties agree to settle disputes in the State of Massachusetts, subject to the laws of the state of Massachusetts.

1. In addition, if, in PUB judgment, collection of the full balance due from ADV is in jeopardy due to pending business failure, bankruptcy, relocation of ADV, business dissolution or any other reason that will prevent the timely collection of the balance due for this agreement, ADV agree to remit the balance due within 15 days of demand sent by certified mail to ADV last known address. If payment for the full balance due is not received within this 15-day period, the ADV agree to be bound by the provisions of section (L) above.

2. Notwithstanding to whom the bills are rendered, the Advertiser and its Agency, jointly and severally shall remain obligated to pay the Publisher the amount of bills rendered by the Publisher within the time specified and until payment in full is received by the Publisher. Payment by the Advertiser to its Agency shall NOT constitute payment to PUB.

M. COMMISSION: These rates are non-commissionable. Advertising Agencies agree to be bound by all the terms and conditions that apply to Advertisers.

N. SERVICE CHARGES: 1.5% per month (18% per year), with a minimum of \$5.00 per month, is charged on amounts due more than 60 days after the closing date of the issue billed. There will be a \$25 fee added to the ADV account as a service charge each time a check or electronic deposit is returned to PUB. If a returned check or electronic credit is not replaced and collected prior to the prepayment closing date of any issue, the discount for that issue will be lost.

O. CREDIT SEQUENCE FOR PAYMENTS RECEIVED AND CREDITS DUE: Payments received from and credits earned by ADV will be credited in this order: (1) First to service charges outstanding; (2) then to unpaid, unearned discounts; (3) then to unpaid ad preparation charges outstanding; (4) then to ad insertion charges - oldest insertion first. This payment sequence applies to all magazine, electronic services or other services for which ADV has contracted with PUB collectively. Payments received in excess of previously billed items, will be: (1) applied to the next insertion if an ad is already scheduled, or (2) future ad preparation if such preparation is already scheduled, at PUB discretion. If no future ads or preparation is scheduled, excess payments will be returned within 30 days. Any adjustment in this sequence granted by PUB does not obligate PUB to allow a subsequent adjustment to the same or any other ADV in the future.

P. MATERIALS OWNERSHIP AND RETENTION PERIOD: ADV agree and understand that all supplied materials for advertising and editorial purposes, including photos, logos, artwork, separations, etc., are combined with other work-in-progress materials. These become the property of PUB upon receipt, and will not be returned unless agreed to in writing by PUB in advance of acceptance, and then only upon payment by ADV of any duplication costs. Unused materials may be destroyed 3 months after last scheduled use unless extended by PUB in writing, in advance of arrival. PUB retains all rights and design copyrights to all ads produced or altered by PUB. Use by anyone other than PUB is prohibited unless agreed to in writing, in advance by PUB, and then only upon receipt of payment in full for a limited use license and any material duplication costs. Further:

1. All rights for ads produced by PUB, either for print or electronic use remains exclusively with PUB, unless agreed to in writing, in advance by PUB.

2. Any advertisement, photograph, logo, editorial copy or other materials produced by PUB which is used for any reason and in any media other than those owned by PUB is subject to a \$2000 limited rights license fee, per occurrence, which becomes due and payable prior to any such use, unless agreed to in writing, in advance, by PUB.

Q. LIMITATIONS ON ADVERTISING/EDITORIAL CONTENT: Only one company and/or location may be presented in each ad unless agreed to in advance, in writing by PUB. All advertising and/or editorial materials and photographs will be run solely at the discretion of PUB, unless agreed to in writing, in advance by PUB. No photo/creative credits will be permitted in any advertisement. Editorial photos/graphics will be credited to either the advertiser or the supplier but not both and only with the concurrence of PUB.

1. PUB reserves the right to limit participation in any advertising and/or editorial service solely at his discretion. Such limitations may be based upon business categories, ad size, ad cost, geographical location, ad schedule or any other criteria deemed appropriate by PUB without limitation or recourse. Any such services granted by PUB in any instance to one advertiser does not obligate PUB to offer similar services to the same or any other ADV in the future.