

AARP Publications 2023

Terms and Conditions

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All advertising orders are accepted subject to the terms and conditions of AARP's current rate card as set forth below (hereafter the "Agreement"). If there is any conflict between the terms and conditions of the Agreement herein and any insertion order or other document provided by the Advertiser or its Agent, the terms and conditions of the Agreement herein shall control. For the avoidance of doubt, submission of all advertising orders constitutes an acceptance of the terms and conditions of this Agreement. No terms or conditions in any insertion order, reservation orders, blanket contracts, instructions, or documents other than this Agreement will be binding on AARP, unless AARP agrees to such terms and conditions in writing.

The parties agree as follows:

Term

This Agreement shall have a Term of three (3) years from the date of execution. Each party may terminate this Agreement at any time with thirty (30) days prior written notice. If neither party terminates the Agreement prior to the conclusion of the Term, the Term of this Agreement shall automatically renew for an additional three (3) years as long as the Advertiser has placed at least one (1) advertisement in an AARP printed publication within each calendar year of the previous Term. The Agreement may be renewed for a maximum Term of twelve (12) years.

Definitions

"Consumer(s)" shall be defined as an individual who inquires about Advertiser's products and/or services as a result of an advertisement placed by Advertiser in an AARP publication prior to purchasing a product and/or service from Advertiser. "Customer(s)" shall be defined as an individual who has purchased a product and/or service from Advertiser.

Use of the AARP Trademark and the Name of AARP Publications

The Advertiser and its agency jointly and severally represent and warrant that they will not use the name(s) of any AARP

publication or of AARP, in any manner, including, without limitation, in promotional or informational material for the advertised product or service without the express written consent of AARP in each instance.

AARP Approvals

AARP's approval of Advertiser's advertising materials will not imply a representation or belief that such materials comply with applicable law and will not have any effect on Advertiser's representations and warranties or indemnification obligations hereunder. AARP reserves the right to reject advertising at any time for any reason or to limit the advertising pages in any edition without liability, even though the advertisement was previously acknowledged or accepted.

Consumer Fulfillment

Advertiser may use Consumer information for purposes of responding to requests about products and/or services advertised by Advertiser in an AARP publication. Such responses shall not contain any third party materials and/or materials that promote a third party within the fulfillment package or letter. AARP reserves the right to inspect all fulfillment packages or letters sent to Consumers under this Agreement at any time. If AARP elects to invoke its inspection rights, it will do so in writing. Advertiser shall have five (5) business days to provide copies of all requested fulfillment packages and/or letters. One copy of all such information and materials should be submitted to the AARP Advertising Policies Department, 601 E Street NW, Washington, DC 20049.

AARP Member Data

Advertiser shall not at any time collect or maintain any information, including without limitation, names, postal and email address, from Consumers or Customers as a result of its advertisement in an AARP publication that directly or indirectly identifies such Consumers or Customers as AARP members, prospects, or individuals interested in AARP (hereafter "Member Data") for the following purposes: to directly or indirectly target, address, solicit or market Consumers or Customers as an AARP member prospect, or

individuals interested in AARP, nor imply that any offer is an AARP offer (unless otherwise permitted under a separate AARP License Agreement); or to create a Member Data list for commercial purposes. The parties agree that nothing in this Agreement shall prohibit Advertiser from identifying Customer or Consumer as an AARP member solely for the purposes of internal research, to evaluate the performance of an individual advertising campaign or for tracking sales. Any and all information of the Consumers or Customers shall be considered confidential information, and Advertiser may not disclose, transfer, sell, rent, copy or allow third party access to such confidential information, or use such information for Advertiser's own benefit or the benefit of third parties except as stated herein. Advertiser represents and warrants that Advertiser shall protect and maintain the security and confidentiality of the Member Data using at least the same level of care (but no less than reasonable care) that Advertiser uses to protect and maintain the security and confidentiality of its own confidential information in order to comply with its obligations set forth in this Agreement. AARP shall maintain audit and inspection rights to verify compliance with this Section. Audits may include examination of Advertiser's internal controls, such as business, security and information technology practices relevant to this Agreement.

Representations and Warranties

The Advertiser and its agency jointly and severally represent and warrant that each is fully authorized and licensed to use: (a) the name and/or the portraits or pictures of persons, living or dead, or of things; (b) any trademarks, copyrighted or otherwise private material; and (c) any testimonials contained in the advertisement submitted by or on behalf of the Advertiser and published in AARP publications' periodicals, and that such advertisement is not defamatory, an invasion of privacy or otherwise a violation of any third party rights. As part of the consideration and to induce AARP's publications' periodicals to publish such advertisement, the Advertiser and its agency jointly and severally agree to waive, release, discharge and indemnify AARP, its subsidiaries and affiliates and any third-party contractors or agencies retained

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(collectively, the “Indemnified Parties”), from any and all liability for any claims, damages, losses, liabilities, costs and expenses, including reasonable attorneys’ fees, arising out of: (a) Advertiser’s actual or alleged breach of this Agreement; (b) any information or advertising materials distributed by or on behalf of Advertiser; (c) any advertisement published in an AARP publication; or (d) any products or services offered by or on behalf of Advertiser. Advertiser shall cooperate with AARP if any complaints, claims or litigation arise regarding advertisement. Advertiser further represents and warrants that its use of Consumer or Customer information, its distribution of advertising materials and all communications with Consumer or Customer made by or on behalf of Advertiser will comply with all applicable laws and regulations, including, without limitation, the CAN-SPAM Act of 2003 and any law relating to false or deceptive advertising.

Test Publications

Periodically, AARP Media may test new publications. These test publications will have no impact on fulfilling rate base and may include advertisements running in current issues of AARP Publications.

Rate Card Specifications

A Insertion Orders

Orders will be accepted at rates prevailing at closing date of the issue in which advertisement will appear. Orders containing incorrect rates will be accepted and charged at regular rates. Such errors will be regarded only as clerical. Rates, conditions and space units are subject to change without notice. AARP’s publications will not be bound by any conditions appearing on order blanks or copy instructions submitted by or on behalf of the Advertiser when such conditions conflict with any provision of this Agreement or with AARP policies. Schedule of months of insertion and size of space must accompany all orders. So-called “space reservations” are not considered by AARP’s publications as orders binding upon it in any way. Orders specifying positions other than those known as designated positions are accepted only on a request basis,

subject to the rights of the Publisher to determine actual positions. No rebate will be allowed for insertion of wrong key number. Changes in orders after the close date will only be accepted if production schedules allow and will be subject to additional charges. No cancellations will be accepted after the close date.

B Commission and Payment Terms

There will be a 15% agency commission to recognized agency. Payment terms are net 30 days, due in U.S. currency; no cash discount. Sequential liability is not acceptable. Advertisers will be short-rated if, within their twelve (12) month contract period, they do not use the amount of space on which their billings have been based. Advertisers will be rebated if, within their twelve (12) month contract period, they have run sufficient space to earn a lower rate. The Advertiser and its agency are jointly and severally liable to pay to AARP’s publications the costs of advertising placed with AARP’s publications in accordance with the terms and conditions set forth herein.

C Advertisement Identification

All advertising must be clearly identified by the trademark or signature of the Advertiser. Words such as “advertisement,” “institutional,” etc., will be placed with copy that in AARP’s opinion resembles editorial matter. Reading notices will not be accepted.

D Force Majeure

All orders accepted are subject to acts of God, fires, strikes, accidents or other occurrence beyond Publisher’s control (whether like or unlike any of those enumerated herein) that prevent Publisher from partially or completely producing, publishing or distributing AARP’s publications periodicals.

Rate Base

AARP The Magazine is a member of the Alliance for Audited Media (AAM, formerly ABC). The annual rate base guarantee is based on AAM’s reported circulation averaged over the calendar year in which advertising is placed. AARP The

Magazine guarantees circulation to national advertisers by brand; circulation for regional advertisers is not guaranteed. In the event that the audited twelve (12) month average circulation does not meet the guaranteed rate base, AARP The Magazine shall grant rebates to the impacted advertisers. Rebates will be offered in the form of space credit only, to be used within six (6) months of issuance. Rebates will be calculated based on the difference between the total rate base on the annual rate card and AAM’s audited statement for the twelve (12) month average. Rebates will only be issued if the total audited circulation is lower than the stated rate base by two percent (2%) or more.

Agency

If insertion orders, reservation orders, blanket contracts, instructions or documents are executed on behalf of Advertiser by its agency, the agency represents and warrants that it has the authority to bind Advertiser to the terms of this Agreement and agrees to indemnify the Indemnified Parties from and against any and all claims, damages, losses, liabilities, costs and expenses, including reasonable attorneys’ fees arising out of any actual or alleged breach of the foregoing warranty.

General Provision

This Agreement represents the entire agreement between AARP and the Advertiser and replaces any prior agreement or proposed variation. This Agreement shall be modified, altered or amended only by mutual written agreement executed by AARP and the Advertiser or their respective designees. Nothing in this Agreement shall create an agency, partnership or joint venture between AARP and the Advertiser.

This Agreement will be governed by the laws of the District of Columbia without regard to conflict of law statutes. If any portion of this Agreement is declared illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will not be affected, but will remain in full force and effect.