

## Scotsman Guide – Advertising Terms & Conditions

1. **General Terms** Scotsman Guide Inc. (“Company”) and the advertiser (“Advertiser”) agree to the terms outlined herein. Advertising services begin on the effective date and continue as scheduled, renewing automatically unless canceled before the applicable space reservation deadline. All cancellations must be submitted in writing and verified via certified mail or email with return receipt.
  2. **Billing & Payment Terms** All rates are net (non-commissionable). Monthly payments are due before the service month begins. Late payments incur a 5% fee after five days and accrue 1.5% monthly interest if over 30 days late. Agency clients may follow a net 45 billing schedule, provided payment is received within the service month. Advertisers consistently late on payments may be required to use automatic billing that charges on the 15<sup>th</sup> prior to the service month. Prepayment via EFT is required for Pre-Pay clients. Any billing credit must be used within six months of issuance or are forfeited.
- **Rate Adjustments & Non-Cancellation** Scotsman Guide reserves the right to apply annual rate increases if customer rates fall below published rates. Display advertising agreements are non-cancelable by the Advertiser, and prepaid services are non-refundable.
  - **Default & Remedies** Default occurs if Advertiser fails to pay, violates agreement terms, defaults on another Scotsman Guide agreement, or becomes insolvent. Remedies may include suspension of services, retention of payments, termination of agreements, or legal recourse, including recovery of damages.
  - **Advertising Materials** Advertiser must provide all ad materials by the designated copy deadline. If not received, Scotsman Guide may reuse the most recent ad or create one on the Advertiser’s behalf. Advertiser warrants that all submitted content is original, legally compliant, and non-infringing.
  - **Creative Control** All ads are subject to Scotsman Guide’s approval. The Company may require “Paid Advertisement” labeling on advertorial-style content. It may adjust size, formatting, or color as needed. Ads simulating editorial content or appearing biased may be rejected.
    - Featured Top Originator content is written by Scotsman Guide editors. Client has the option to read the article prior to publication in order to check for accuracy and errors.

- **Ownership & Use of Artwork** Any artwork created or modified by Scotsman Guide remains the exclusive property of the Company and may not be used elsewhere. Advertiser-submitted materials must be approved but will not be altered without consent unless needed for compliance or formatting.
  - **Placement, Scheduling, & Rescheduling** Scotsman Guide may reschedule ads due to editorial changes or higher priorities, in which case the agreement extends by one issue. Ad publication is subject to availability and editorial discretion.
  - **Cancellation Policies** Lender Search and Lender Listings Listing and Search advertising is ONGOING and automatically renewed unless canceled by Advertiser prior to the applicable Space Reservation Deadline.
  - **Display Ads:** Non-cancelable at any time. Advertiser remains liable for the full contract value if canceled early.
  - **Lender Search:** Lender Search requires a minimum three-month commitment, after which the service will continue on a month-to-month basis until canceled. Requires 15 days' written notice prior to the next service month for cancellation.
  - **Lender Listings:** Requires 45 days' written notice before the desired cancellation date.
10. **Indemnification** Advertiser agrees to defend, indemnify, and hold harmless Scotsman Guide and its affiliates from claims or liabilities arising from the content, breach of agreement, or infringement of third-party rights. The provisions of this section shall survive the termination, cancellation, or expiration of this Agreement.
11. **Force Majeure:** Company will not be liable for the delay or failure to publish Advertiser's advertisement in any particular issue if such failure or delay in its performance under this Agreement due to any cause beyond Company's reasonable control.
12. **Limitation of Liability:** Advertiser acknowledges and agrees that in the event of a default or breach of this Agreement by Company, Company's liability under this Agreement shall be limited to a return of any monies paid by Advertiser under this Agreement for advertisements not published.
13. **Privacy & Data Handling** Scotsman Guide complies with applicable privacy laws, including the California Consumer Privacy Act (CCPA). Advertisers are responsible for safeguarding any transferred leads or broker contacts, which may not be resold or transferred.

14. **Legal & Enforcement** This agreement is governed by the laws of Washington State, with all disputes handled in Seattle courts. Both parties agree to bear their own legal costs, though the prevailing party in legal actions may recover reasonable attorney's fees.
15. **Assignability** This agreement is non-transferable without written approval from Scotsman Guide. Unauthorized assignments are void.
16. **NON-PAYMENT** In the event Advertiser fails to pay any amounts due thereunder, then Company's obligation to publish any further advertisements shall be automatically terminated, and all payments previously made by Advertiser shall be retained by Company and Company may also seek payment of all amounts thereafter due under this Agreement or under any other agreement with Advertiser.

**THIS AGREEMENT INCORPORATES THE GENERAL TERMS AND CONDITIONS SET FORTH BELOW. ADVERTISER'S AND COMPANY'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS.**

17. **Binding Authority of Agent:** Advertiser represents and warrants that the person executing this Agreement is an authorized representative of Advertiser and has full power and authority to bind the Advertiser to the terms and conditions of this Agreement, and Advertiser hereby agrees that Advertiser shall not be relieved of any of its obligations under this Agreement notwithstanding any termination of its agency relationship with the person executing this Agreement. Advertiser shall, upon Company's request, provide a corporate or company resolution duly authorizing this Agreement and the undersigned's authority to execute and deliver this Agreement.
18. **Entire Agreement** This document, including its general and specific conditions, represents the complete agreement between both parties. It supersedes all prior written or verbal agreements. Changes must be in writing and signed by both parties.