



## CLASSIFIED ADVERTISING CONTRACT: TERMS AND CONDITIONS

Advertiser hereby requests to advertise in the MDS publication(s) selected on the MDS classified ads webpage. If MDS, as publisher, accepts this offer, advertiser and MDS hereby agree that the following terms and conditions shall apply:

### 1. CLASSIFIED ADVERTISING PAYMENT POLICY:

Advertiser is required to pay at the time the ad is placed; ads will not be published until payment has been received by MDS. Ad rates, discounts, and charges are listed on the MDS's Classified Ads webpage. Advertisements are generally posted within three business days of submission and payment. MDS has the right to reject or withdraw any ad, with or without cause; to review and edit all classified ads for spelling, grammar, and basic style; and to make sure the content is appropriate and Advertiser chose the right section (e.g., jobs available vs jobs wanted) before publication. Changes to ad content may only be made to update incorrect contact information and will only be accepted within 10 business days of the placement of the ad.

### 2. OMITTED ADVERTISING:

If MDS cancels this contract, or fails to print any advertisement for which payment was received, Advertiser's exclusive remedy shall be to receive a refund of the amount paid for the unpublished ad.

### 3. REPRESENTATIONS AND LIABILITY:

Advertiser warrants and agrees that all advertisements submitted (i) shall comply with the law and be truthful and non-deceptive, and (ii) shall not violate or infringe any person's intellectual property rights or disclose confidential or private information. Advertiser assumes full responsibility for the accuracy and truthfulness of all copy and shall indemnify and hold harmless MDS from any claims, liabilities or damages arising from any advertisements Advertiser submits and to any costs and legal fees relating thereto. Under no circumstances will MDS have any liability for any damage, losses or expenses that may arise from running, or failing to insert, any advertisement.

### 4. GENERAL:

A waiver by either party of any default or breach by the other party shall not be considered a waiver of any subsequent default or breach of the same or any other provisions hereof. This contract shall be governed by the laws of the Commonwealth of Massachusetts, as they apply to contracts entered into and performed within the state. The Advertiser submits to the exclusive jurisdiction of the federal and state courts of Massachusetts with respect to all claims and disputes arising under this contract.