

ADVERTISING TERMS AND CONDITIONS AND CREDIT POLICY

These Advertising Terms and Conditions and Credit Policy (together, the “Terms and Conditions”) apply to broadcast and digital advertising that a Buyer places with the identified business unit of American Spirit Media, LLC. (“ASM”). These Terms and Conditions apply to each Order that an Advertiser and/or Agency places with ASM. A person, firm or entity, including, but not limited to, advertisers (“Advertiser”), their buying agencies (“Agency”) and organizations known as advertising or buying services (“Service”), applying for credit to purchase such advertising and/or seeking to purchase advertising time will be collectively referred to herein as a “Buyer”. An “Order” is defined to include (a) a signed advertising contract; (b) a credit application; (c) an order made pursuant to ASM rate cards; or (d) a telephone, in-person or other electronically (e.g., email) submitted order. These Terms and Conditions together with any Order are referred to collectively herein as the “Agreement.” If an Order conflicts with the Terms and Conditions, the Terms and Conditions control unless otherwise noted herein.

ASM will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions, or any correspondence when such conflict with this Advertising Terms and Conditions and Credit Policy.

1. Credit Application. ASM’s extension of credit is subject to ASM’s sole discretion and prior written approval following submittal of a complete credit application. Buyer hereby represents that the information contained on and submitted with such application is correct and complete. Acceptance or broadcast of advertising does not constitute an agreement to extend credit. The extension of credit is at the sole and absolute discretion of ASM, and ASM may require additional information and references. ASM may revoke or cancel credit at any time.

2. No Credit Extended. Unless credit has been extended, Buyer must pay in full in advance at least seven (7) days prior to the display or airing of any advertisements.

3. Cancellation.

(a) Buyer is responsible for reviewing each Order. Once the advertising schedule has been accepted by ASM, the Order shall be deemed correct and Buyer will be responsible for payment. ONCE THE ADVERTISING SCHEDULE HAS BEEN ACCEPTED BY ASM, BUYER MUST PROVIDE ASM WITH AT LEAST TWO (2) WEEKS WRITTEN NOTICE OF CANCELLATION.

(b) ASM reserves the right to cancel existing advertising schedules without penalty at any time upon written notice to the Buyer in the event Buyer: (i) is adjudicated to have engaged in fraudulent, criminal or grossly negligent conduct; (ii) ceases to do business, or otherwise terminates its business operations; (iii) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other Party and such proceeding is not dismissed within ninety (90) days; or (iv) breaches any term of this Agreement.

4. Payment.

(a) Unless otherwise agreed to in writing by the parties hereto, if Buyer is approved for credit, payment is due within thirty (30) days of the invoice date. Payments not received within thirty (30) days of the invoice date or by any other applicable payment deadline set forth herein may incur interest at the rate of 1.5% per month or the maximum allowed by law. In the event ASM pursues collection of past due amounts, ASM shall be entitled to all costs of such collection, including but not limited to, its attorney’s fees. In the event ASM does not receive payment within ninety (90) days of the invoice date, ASM may elect to refuse new advertising schedules for Buyer, and may cancel Buyer’s existing advertising schedules.

(b) Notwithstanding to whom invoices are rendered, Advertiser, Agency and/or Service are and shall be jointly and severally obligated for payments under this Agreement. Payment by Advertiser to Agency or Service, or payment by Agency to Service, shall not constitute payment to ASM.

5. Agency Commission. As further consideration for Agency’s agreement to the obligations set forth herein, ASM will pay licensed agencies a commission of up to fifteen percent (15%).

6. Review and Modification. Buyer is solely responsible for the content of its advertisements and such advertisements compliance with all applicable federal, state and local laws and regulations. It is Buyer's obligation to examine its advertisement for any errors while Buyer is placing its Order and upon display or broadcast of the advertisement. ASM shall not be held responsible for errors and assumes no liability for typographical errors or other errors of Buyers. ASM reserves the right to edit, reject, or cancel any advertisement for any reason it deems sufficient, including but not limited to any advertisement deemed objectionable in subject matter, illustration or phraseology.

7. Disputes. Any dispute by applicant with any broadcast, commercial announcements, or services provided by ASM or the amount charged for same shall be reported to ASM in writing within 120 days from the date of the invoice relating to same, time being of the essence. Any such dispute shall not affect Buyer's obligation to make payment within terms stated above. Failure to report any dispute within such time shall constitute a waiver of any claim by applicant with respect to such dispute.

8. Specific Terms Applicable to Digital Advertisements. The following terms and conditions set forth in this Section 7 shall apply to the digital display of advertising material via the Internet, including but not limited to, a website, mobile or wireless device, or other Internet-based distribution platform.

- (a) Native Advertising. Any digital advertisement that ASM deems to be "Native Advertising," as that term is defined by the FTC, must include appropriate disclosures. ASM reserves the right to include such disclosures if omitted by Buyer at Buyer's expense. In no event may any ASM website name or news type be used for advertising purposes.
- (b) Ownership of Advertising Content. All property rights arising from the creation or production of any advertisement for Buyer by ASM, including but not limited to any copyright interest in any such advertisements which incorporate art work, creative ability, and/or typography furnished or arranged by ASM shall be the property of ASM. Unless specifically agreed to in writing, such advertisements are not "transportable," and may not be reproduced, republished or rebroadcast without the prior written consent of ASM.
- (c) Political Advertising. A digital political advertisement must clearly state (i) that it is a "paid political advertisement," (ii) the political party affiliation of a candidate for partisan office; (iii) by whom the advertisement was paid; and (iv) by whom the advertisement was authorized. In the event that the advertisement is not authorized by the candidate, his or her authorized political committee, or its agents, the advertisement must clearly state that it is not authorized by any candidate or candidate's committee and must include the name and mailing address of the individual responsible for the advertisement. In no event may a political advertisement imply the incumbency of a candidate who is not in fact the incumbent.

9. Specific Terms Applicable to Broadcast Advertisements. The following terms and conditions set forth in this Section 8 shall apply to the purpose of broadcast time for the airing of advertising material or programs (collectively, the "Material"), and shall control to the extent conflicting with the provisions set forth in other sections of these Terms and Conditions.

- (a) Rates. See applicable rate card. Rates fluctuate on a daily basis according to class of time, daypart, length of ad, etc. ASM reserves the right to revise rates without notice to Buyer.
- (b) Digital Simulcast and VOD. ASM may distribute the ads in various media, including but not limited to, websites; mobile sites; desktop, mobile or over-the-top applications; or any other wireless or Internet distribution platforms ("Digital Distribution"). Such Digital Distribution may include the ability to view a recording of the ad via a playback or video-on-demand service, such as VOD or DVR. Buyer must notify ASM immediately if it does not have the rights distribute the ads beyond a telecast.
- (c) Failure to Telecast. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond the reasonable control of ASM, there is an interruption or omission of both the audio and video signals of the commercial announcement or program provided by Buyer pursuant to this Agreement (collectively the "Material"), ASM may suggest a substitute time period for the telecast of the Material ("Make Good"). If no such Make Good is acceptable to Buyer, then ASM shall issue a credit equal to the monies assigned to the commercial announcement

not aired (or portion thereof) at the time of purchase. Buyer shall have the benefit of the same rates and discounts that would have been earned if there had been or interruption or omission in the telecast.

(d) Substitution of Programs of Public Significance.

- (i) ASM shall have the right to cancel the telecast of any Material in order to telecast any program which, in its absolute discretion, it deems to be of public significance. In any such case, ASM will notify Buyer in advance if reasonably possible, but where such notice cannot reasonably be given, ASM will notify Buyer within three (3) business days after such scheduled telecast has been cancelled.
- (ii) If Buyer and ASM cannot agree upon a satisfactory substitute day and time, the telecast so pre-empted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that Buyer shall not have to pay the cancelled ASM charges.

(e) Program and Commercial Material.

- (i) Unless otherwise noted in this Agreement, all Material shall be furnished by Buyer at least twenty-four (24) hours in advance of telecast date. All expenses connected with the delivery of Material to ASM, and with return there from, if return is directed, shall be paid by Buyer. If any Material and scheduling instructions do not arrive twenty-four (24) hours in advance of telecast date, ASM will use commercially reasonable efforts to telecast Material despite late receipt. Buyer shall be responsible for paying for the time reserved if the Material fails to air due to late receipt of the Material or instructions.
- (ii) ASM does not and will not permit advertisers to discriminate in the placement of advertising on the basis of race or ethnicity within the meaning of the rules of the Federal Communications Commission.
- (iii) Broadcast political advertisements shall be subject to ASM's terms and conditions set forth on ASM's Political Disclosure Statement (the "PDS"). To the extent the PDS conflicts with the terms and conditions set forth herein, the PDS shall control.

10. Representations and Warranties. Buyer hereby represents and warrants (a) it is free to enter into and perform its obligations under the Agreement; (b) the Material does not and will not violate or infringe the intellectual property rights, rights of privacy or publicity or any other rights of any person or entity and does not and will not defame or libel any person or entity, (c) Buyer has the right to grant to ASM the rights set forth in the Agreement, including but not limited to the Digital Distribution rights referenced in Section 9(b) above, (d) the Material does not and will not violate any federal, state or local law, regulation or ordinance, including but limited to the FCC's closed captioning and sound level regulations, or the FCC's or FTC's sponsorship disclosure regulations, and (d) there are not now and in the future there shall not be any claims, liens, encumbrances or rights that attach to or otherwise interfere with the use or telecast of the Material by ASM in accordance with this Agreement.

11. Indemnification.

- (a) Agency, Advertiser and/or Service agree jointly and severally to defend, indemnify and hold and save harmless ASM, its officers, employees, directors, agents, related corporations, affiliates, networks, successors and assigns, from and against any and all liability damages, losses, or expenses of any kind (including reasonable attorneys' fees) incurred by them in connection with any claims of any kind that arise out of or in connection with (i) any breach or alleged breach by Buyer of this Agreement, including but not limited to, the aforementioned representations or warranties; and (ii) the content of any advertisement(s), Material(s), website(s), or other content or material(s) that can be linked to through an advertisement. Buyer may not agree to any settlement that imposes any obligation or liability on an indemnified party without such party's prior express written consent.
- (b) ASM agrees to hold and save Buyer harmless against all liability resulting from ASM's use of programs not furnished by Buyer.
- (c) This Section 11 shall survive the expiration or earlier termination of the Agreement.

12. LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ASM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY PRODUCT OR SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT ANY ADVERTISEMENT WILL BE BROADCAST OR DISPLAYED WITHOUT INTERRUPTION OR ERROR. AS A MATERIAL INDUCEMENT FOR ASM TO PROVIDE THE SERVICES AT THE RATES AND CHARGES STATED HEREIN, AGENCY AND ADVERTISER AGREE THAT, IN NO EVENT, SHALL ASM BE LIABLE FOR (A) ANY LOSS, EXPENSE OR DAMAGE ASSOCIATED WITH AGENCY,

ADVERTISER OR A THIRD PARTY'S LOSS OF REVENUE, PROFITS, SAVINGS, BUSINESS OR GOODWILL; OR (B) ANY INDIRECT, EXEMPLARY, PROXIMATE, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND EXPENSES OF ANY NATURE RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER ASM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADVERTISER AND AGENCY'S SOLE AND EXCLUSIVE REMEDY IN THE CASE OF A BREACH OF THIS AGREEMENT BY ASM SHALL BE LIMITED TO A REFUND OF THE PRICE PAID FOR THOSE SERVICES NOT PROVIDED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AS A RESULT OF ASM'S BREACH. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THE AGREEMENT. ASM SHALL NOT ASSUME ANY LIABILITY FOR GOODS SOLD AT THE INCORRECT PRICE, WHETHER OR NOT DUE TO ASM'S ERROR.

13. Force Majeure. Except as specifically set forth in Section 9(c) hereof, ASM shall not be liable for failure to furnish advertising space or to publish or display any advertisement due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including equipment failures or any mechanical or electrical breakdowns, beyond ASM's control.

14. General.

- (a) ASM reserves the right to adjust rates at any time based on market pressures.
- (b) ASM shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to Material and other property furnished by Agency relating to advertisements hereunder. ASM will not accept or process mail, correspondence, or telephone calls regarding any advertisements except after prior, written approval.
- (c) Neither Advertiser nor Agency may assign this Agreement in whole or in part, without first obtaining the consent of ASM in writing. ASM shall be under no obligation to telecast hereunder for the benefit of any Advertiser or Agency not named on the Order. Failure of ASM to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (d) ASM's obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.
- (e) No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppels against the enforcement of any provision of this Agreement, except by written instrument signed by the party charged with such waiver or estoppels. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.
- (f) In the event any one or more of the provisions of this Agreement for any reason is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be replaced by the mutually acceptable, valid, and enforceable provision that comes closest to the original intent of the parties.
- (g) All notices hereunder shall be given in writing to the addresses, facsimile numbers, and/or email addresses set forth in the Order.
- (h) Unless otherwise noted herein, Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions, or any correspondence when such conditions conflict with the Terms and Conditions.
- (i) Unless otherwise agreed to in writing with Station, this Agreement shall be construed in accordance with the laws of the State of Alabama. Any action brought to enforce this Agreement shall be brought exclusively in the state or federal court located in Montgomery County, Alabama.

Last updated March 1, 2018.