

SOA Advertising Terms and Conditions

These Advertising Terms and Conditions shall apply to all advertising accepted by the Society of Actuaries ("Publisher"). Each Advertising Party is responsible for reviewing these Terms and Conditions, per the Insertion Order.

1. ADVERTISING ACCEPTANCE; PUBLISHER'S RIGHT TO REJECT

Submission of an advertisement to Publisher does not constitute a commitment by Publisher to publish the advertisement. Publisher accepts advertising only by publishing such advertisement. All advertisements shall adhere to Publisher's *Advertising Guidelines* (attached). Upon such acceptance, Advertising Party acknowledges that (i) the terms and conditions set forth herein shall apply to all advertising orders unless such terms and conditions are modified, superseded or otherwise altered by a written instrument signed by an authorized representative of Publisher, (ii) the terms and conditions set forth herein shall prevail over any inconsistent terms and conditions set forth in any order or contract form of any Advertising Party and (iii) insertion orders containing disclaimers are not acceptable and are not legally binding or valid. Publisher has the right, in its sole and absolute discretion, to reject any advertisement or any portion thereof. Publisher's publication of an advertisement shall not affect its right to reject such advertisement thereafter.

2. WARRANTY; INDEMNIFICATION

(a) Advertising Party warrants that (a) any and all material submitted to Publisher (i) is accurate and original, (ii) does not violate any law or contract or infringe the copyrights, trademarks, trade names, patents or other intellectual property rights of any person, (iii) does not constitute unfair competition, and (iv) contains no matter which is libelous, an invasion of privacy or publicity, an unlawful appropriation of any name or likeness or is otherwise injurious to the rights of any person; and (b) the Advertising Party has obtained all necessary consents for publication prior to submission to Publisher.

(b) Advertising Party agrees to defend, indemnify and hold Publisher and its affiliates and their respective directors, officers, members and employees harmless from and against all damages and liabilities resulting from or relating to demands, claims, actions or causes of action asserted against Publisher and other losses, costs and expenses relating thereto, interest and penalties thereon and attorneys' fees, legal fees and any other expenses in respect thereof by reason of or attributable to Advertising Party's breach of these Terms and Conditions, the publication of any advertisement by Publisher (whether or not Publisher assisted in the preparation of the advertisement), the distribution of any sample product submitted by Advertising Party and/or Advertising Agency or the acts or omissions of Advertising Party, its contractors, agents, employees and guests at any Publisher event (if the insertion order includes Advertising Party's sponsorship of a Publisher event).

3. MATERIALS; COPYRIGHTS, TRADEMARKS AND INTELLECTUAL PROPERTY.

Publisher has no obligation to return any material submitted to Publisher by or on behalf of Advertising Party to Advertising Party or any other party, and Publisher shall have no liability for its loss or destruction.

4. MATERIALS SUBMISSION AND RETENTION

All written confirmation of material and corrections must be received by the SOA by the Ad Space Closing Date. If an Advertising Party fails to provide required material to meet deadlines of the issue in which space has been ordered, one of two actions will be taken: (1) the last published advertisement available will be repeated, or (2) if no advertisement is available the space will be forfeited. In either case, the Advertising Party will be billed for the space reserved.

Advertising materials will be stored for twelve (12) months and then be discarded by the SOA.

5. LIABILITY FOR ERRORS, OMISSIONS OR FAILURE TO PUBLISH OR DISTRIBUTE

(a) Publisher's liability for errors or omissions in advertisements or advertising inserts shall be limited to the cost of advertising space in an amount equal to the erroneous advertisement. Publisher's liability for failure to publish any advertisement or distribute any advertising insert shall be limited to a refund of any amount paid to Publisher for such advertisement or insert. Notwithstanding the foregoing, Publisher shall have no liability for, and no credit shall be issued to Advertising Party for, errors that do not materially affect the value of the advertisement or advertising insert or where Advertising Party is responsible for the error or omission.

(b) Notwithstanding anything to the contrary herein, in no event shall Publisher be liable to Advertising Party or to any other parties for any further damages of any kind arising from any breach of these Terms and Conditions or any other advertising contract, written or oral, or act or omission of Publisher with respect to an advertisement or advertising insert or sponsorship, including but not limited to, direct, indirect, special, consequential, or punitive damages.

(c) Publisher is not responsible for errors involving orders, cancellations or corrections given orally. Written or facsimile confirmation of orders, cancellations or corrections must be received prior to the Ad Space Closing Date. Publisher will publish advertisements and bill Advertising Party for all advertising orders that are not canceled prior to the Ad Space Closing Date. Advertising Party may be subject to a cancellation charge when such cancellation results in production delays.

(d) Cover placements and preferred ad positions are non-cancellable.

6. PAYMENT

We reserve the right to reject any Insertion Order and/or alter terms of payment: (a) if any bill is not paid when due; (b) if the Advertising Party becomes insolvent, makes an assignment for the benefit of creditors, is adjudged a bankrupt, or a receiver of the property or business of the Advertising Party and/or advertising agency is appointed, or if the Advertising Party and/or advertising agency shall file a petition seeking relief as a debtor under the federal bankruptcy act, or if a petition is filed against the Advertising Party and/or advertising agency for reorganization under said act, or for adjudication of bankruptcy; (c) for any other cause considered sufficient by us.

7. AMENDMENTS; WAIVERS; RATE CHANGES

(a) Waiver of any term of these Terms and Conditions or failure of Publisher to terminate these Terms and Conditions on account of any breach by Advertising Party shall not be deemed a waiver of Publisher's rights to subsequently enforce any term or to terminate these Terms and Conditions by reason of any subsequent breach by Advertising Party. No waiver by either party on any one occasion shall extend to or effect or be construed as a waiver of any right or remedy on any future occasion or with respect to any prior occasion. No course of dealing of any person nor any delay or omission in exercising any right or remedy shall constitute an amendment of these Terms and Conditions or a waiver of any right or remedy of any party hereto.

8. FORCE MAJEURE

Publisher shall not be liable for failure to publish or distribute any advertisement because of strikes, labor disputes, government action, war, fire, breakdown of equipment, terrorist act, or any other cause beyond its reasonable control.

9. COLLECTIONS

Advertising Party shall be liable for all costs incurred by Publisher, including but not limited to attorneys' fees and expenses, in collecting past due accounts and in defending any and all claims asserted in the

action.

10. PREPARATION OF ADVERTISING

Advertising Party represents and warrants that it is familiar with all laws and regulations applicable to its advertisement(s), and that advertising material submitted to Publisher shall be in compliance with such laws and regulations.

11. ASSIGNMENT

These Terms and Conditions and the rights and obligations hereunder are personal to Advertising Party and may not be assigned by any act of Advertising Party or by operation of law, change of control of Advertising Party or otherwise without the prior written consent of Publisher, to be granted or not granted in Publisher's sole and absolute discretion. Advertising Party may not assign to, nor utilize for the benefit of another person or entity, any of the lineage required to be purchased by Advertising Party without Publisher's prior written consent, to be granted or not granted in Publisher's sole and absolute discretion.

12. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in these Terms and Conditions. To the full extent, however, that the provisions of any applicable law may be waived, they are hereby waived to the end that these Terms and Conditions be deemed enforceable in accordance with its terms.

13. GENERAL TERMS

- (a) These Terms and Conditions shall not be subject to change or modification in whole or in part, unless in writing signed by the parties to these Terms and Conditions
- (b) No waiver of any term or condition of these Terms and Conditions or any part thereof shall be deemed a waiver of any other term or condition of these Terms and Conditions or of any breach of these Terms and Conditions or any part thereof.
- (c) These Terms and Conditions shall be construed and interpreted under the laws of the State of Illinois. Any dispute arising out of or relating to these Terms and Conditions will be resolved by final and binding arbitration under the commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be private and confidential, held before a single arbitrator and conducted in Chicago, Illinois. Each party will bear its own costs relating to the arbitration proceedings and will pay one half of the arbitrator's fees, but the arbitrator may otherwise allocate such costs and fees (not including attorneys' fees) between the parties, in his or her discretion, as part of the award.