



Newsweek Standard Terms

Except as expressly modified by the terms set forth in these Newsweek Standard IO Notes (“IO Notes”) and (where applicable) the Custom Content Addendum, Newsweek Publishing LLC follows the 4A’s/IAB Standard Terms and Conditions v. 3.0, which are available at http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf, (the “IAB Terms”) and are fully incorporated into every online IO for all Media Company products. The IAB Terms together with this IO (and the IO Notes contained herein) shall constitute the entire agreement between Media Company and Advertiser/Agency with respect to the subject matter of this IO. In the event of a conflict between the IAB Terms and the IO Notes, the IO Notes shall prevail. In the event of a conflict between the IO Notes or the IAB Terms and the Custom Content Addendum, the Custom Content Addendum shall prevail with respect to any Custom Content (as defined therein). Where Advertiser is purchasing directly from Media Company, any references to Agency herein and in the IAB Terms shall be deemed to be references to Advertiser.

- The following sentence shall be added to the end of Sec. II(c) of the IAB Terms: "With respect to Sponsored Content, Advertiser/Agency shall have no rights of review or approval over the Sponsored Content, or any element thereof, including but not limited to creative, editorial, or journalistic content and any promotional or marketing material created or published by Media Company in connection with the sponsored except that Advertiser/Agency shall have a limited right to review and approve solely (v) branded bugs, (vi) sponsorship disclaimers, and (vii) other similar post-production elements that incorporate Advertiser IP. Such review and approval shall be limited exclusively to the accurate use and representation of Advertiser IP within these elements and shall not extend to any other aspect of the Sponsored Content. Media Company shall retain full editorial control and independence over all Sponsored Content, subject only to the foregoing limited exceptions. Nothing in this Section shall be construed to permit Advertiser/Agency to influence, direct, or otherwise interfere with the editorial content, tone, or journalistic integrity of the Sponsored Content. “Sponsored Content” shall mean editorial content created by Media Company with paid sponsorship by Advertiser."
- The first sentence of Sec. III(b) of the IAB Terms shall be deleted in its entirety and replaced with: “All invoices shall be due within net 30 of the invoice date. Media Company may suspend performance or pause campaigns until any overdue payment is paid in full.”
- The first and second sentences of Sec. III(c) of the IAB Terms shall be deleted and replaced with: “Advertiser and Agency shall be jointly and severally liable for all fees payable to Media Company in connection with this IO.”
- The following sentence shall be added to the end of Sec. IX(d) of the IAB Terms: “If Advertiser or Agency fails to provide Media Company with Advertising Materials to replace such damaged, noncompliant or otherwise unacceptable Advertising Materials prior to the scheduled start of the media flight, Advertising Materials will be deemed ‘late’ pursuant to subsection IX(b).”
- The following subsection shall be added to the end of Sec. IX of the IAB Terms: “(h) Ownership of Materials. Excluding Advertising Materials provided by Advertiser, as between Media Company and Advertiser, Media Company shall own and retain all right, title and interest in any materials, content or technology it creates, or otherwise uses, under this IO, including any Custom Materials. Advertiser agrees that it shall not at any time assert or claim any interest in, or otherwise do anything that may adversely affect the validity or enforceability of, any intellectual property or other proprietary right belonging to Media Company hereunder.”
- The following subsection shall be added to the end of Sec. IX of the IAB Terms: “(i) Network Property Terms. Advertising Materials provided by Advertiser/Agency for placement on any Network Property shall comply with the applicable terms, policies and guidelines made publicly available by such Network Property (“Network Property Terms”).”
- The following subsection shall be added to the end of Sec. IX of the IAB Terms: “(j) License. Advertiser/Agency grants Media Company, its Affiliates, service providers, distribution partners and applicable Network Properties, a non-exclusive, worldwide, royalty-free license to use, reproduce, display, distribute, host, and make non-substantive modifications to the Advertising Materials and Advertiser intellectual property solely as necessary to create, publish, distribute, promote, measure and archive the Ads, Sponsored Content, Custom Materials and other deliverables provided by Media Company under this IO. Subject to Media Company's receipt of payment in full, and except as modified in an applicable Custom Content addendum, Media Company grants Advertiser a limited, nonexclusive, non-transferable license to embed, link to, or (exclusively through use of native platform tools) repost Sponsored Content and Custom Materials created by Media Company under this IO, solely as first published by Media Company, on Advertiser’s owned and operated channels, with all branding, credits, links and disclosures intact. Media Company’s rights under this Section survive termination for archival, legal/compliance and ongoing display purposes unless this IO expressly provides otherwise.”
- The following sentence shall be added to the end of Sec. XI of the IAB Terms: “Except with respect to Media Company’s indemnification obligations under Section X(a), to the maximum extent allowed under the law, in no event will Media Company’s maximum liability to Advertiser/Agency arising out of this IO exceed the aggregate fees paid or payable to Media Company under this IO. Media Company expressly disclaims all warranties regarding its services, or any portions thereof, including any implied warranty of merchantability or fitness for any particular purpose and any implied warranties arising from course of dealing or course of performance.”
- Sections X(b) through (Xd) shall be removed in their entirety.
- Sec. XI shall be removed in its entirety.
- The following sentence shall be added to the end of Sec. XII(a): "Advertiser is subject to the disclosure requirements of Nevada Revised Statutes Chapter 239 at all times."

- The following sentence shall be added to the end of Sec. XII(g) of the IAB Terms: “Advertiser represents and warrants that (i) the Ads and Advertising Material will be free from any deception, including, without limitation, the use of artificial intelligence ("AI") in a manner that could mislead or deceive the target audience and (ii) any element of the Ads or Advertising Material generated or substantially altered through the use of AI will be clearly and prominently disclosed, specifying which elements are AI-generated/altered.”
- This IO will be governed by the laws of the State of Nevada, and the parties agree that any claims or legal proceedings arising under this IO shall be brought in Clark County, Nevada