

These Advertiser Terms and Conditions (the "Agreement") are entered into by and between Club Kindness, LLC dba Ethical Consumer's Green Book (referred to as "Zine") and [Advertiser].

The Agreement outlines the terms and conditions under which the Advertiser will place advertisements in the Zine.

1. Advertisement Placement and Content

1.1 The Advertiser agrees to submit the advertisement content, including images, text, and any other materials, to the Zine for review and approval before the scheduled publication date of October 15, 2023. Ads submitted after this date will not be guaranteed placement in the print version, but may be included in post event digital versions.

1.2 The Zine reserves the right to reject or request modifications to any advertisement that does not align with the Zine's editorial standards, values, or policies. Zine agrees to notify Advertiser of any misalignments, with an allowance for revision.

1.3 The Advertiser represents and warrants that all advertisement content provided is accurate, not misleading, and does not infringe upon any intellectual property rights or violate any laws or regulations. Advertisers representing licensed plant touching brands must include their license number on all ad submissions.

2. Payment

2.1 The Advertiser agrees to pay the agreed-upon advertising fee as outlined in the online reservation form provided by the Zine.

2.2 Payment must be made at time of reservation. Failure to make timely payments may result in the delay or cancellation of the advertisement placement.

3. Advertisement Placement and Scheduling

3.1 The Zine will make reasonable efforts to publish the advertisement on the agreed-upon date, but it does not guarantee specific placement within the publication unless specified in an alternative agreement with Club Kindness, LLC.

3.2 The Zine may modify the layout, size, and formatting of the advertisement to fit the design of the publication while maintaining the integrity of the content.

4. Intellectual Property

4.1 The Advertiser retains all intellectual property rights to the advertisement content provided to the Zine for publication.

4.2 The Advertiser grants the Zine a non-exclusive, worldwide, royalty-free license to use, reproduce, display, and distribute the advertisement content for the purpose of publication within the Zine.

5. Indemnification

5.1 The Advertiser agrees to indemnify and hold the Zine, its owners, employees, and agents harmless from any claims, damages, liabilities, and expenses arising out of or related to the advertisement content or the Advertiser's breach of this Agreement.

6. Limitation of Liability

6.1 The Zine shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or in connection with the advertisement placement, even if advised of the possibility of such damages.

7. Termination

7.1 Either party may terminate this Agreement with written notice if the other party breaches any material term of the Agreement. Termination does not relieve the Advertiser of any payment obligations for services rendered prior to termination.

8. Governing Law and Jurisdiction

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts in San Bernardino County, California.

By submitting the advertisement content and making payment, the Advertiser acknowledges that they have read, understood, and agreed to be bound by the terms and conditions of this Agreement.