



TERMS AND CONDITIONS

1. The Daily Progress ("Publisher") offers a variety of options for wedding, engagement, anniversary, birthday, photo birth announcements or any announcement including photographs ("Announcements"), designed to meet the needs of the person (the "Advertiser") signing this authorization for announcement.
2. The Advertiser acknowledges receipt of i) an authorization form, ii) a sheet of Guidelines iii) and a sheet of Terms and Conditions. All of the foregoing is deemed to be a part of this agreement.
3. Submission of an Announcement (and the authorization form and payment) does not constitute a commitment by Publisher to publish the Announcement. Only publication of an Announcement shall constitute acceptance of the Announcement order.
4. All Announcements are subject to Publisher's standards of acceptability. Publisher reserves the right in its complete discretion to edit, revise or reject any Announcement that is considered to be objectionable or offensive in subject matter, phraseology or set-up.
5. Any Announcement is accepted for publication entirely upon the representations of Advertiser that all facts submitted in the information forms are true and correct in all material aspects, and that the Advertiser is properly authorized to submit these facts and authorize publication of the entire contents and subject matter of the Announcement, including, but not limited to, the Advertiser's having obtained the full and complete consent of the parties, together with any other persons named in the Announcement, and the full right to use and publish any photograph submitted for publication.
6. Publisher shall in no event be held liable or responsible for any error or omission in a published Announcement, and will be responsible for adjustments only as hereinafter set forth. Requests for adjustment shall be made no later than one week after date of publication of the Announcement. Publisher shall at most be responsible, at its option, for i) return of payment (in whole or in part) for any Announcement not published, or published with a significant error by Publisher or mis-print, or ii) republication of the Announcement at no additional charge. Under no circumstances shall Publisher be responsible for defects in newsprint, errors or irregularities in printing or other problems resulting in poor quality of photo or text reproduction of an Announcement. Publisher shall attempt to publish the Announcement in a timely fashion, but shall not be liable for any failure to do so. In particular, and without limitation, Publisher shall not be responsible for any delays in publication due to strikes, labor disputes, government action, acts of God, war, fire, flood or other natural disaster, equipment failure or other circumstances beyond the Publisher's control.
7. Paid Announcements are accepted only on the condition that the space will be utilized for purposes of approved Announcements, consistent with the Publisher's guidelines, and any Announcement space cannot be sold, given, transferred or assigned, in whole or in part, to any other person, or used for any other purpose.
8. No position in the newspaper of any Announcement is guaranteed.
9. All charges for a paid Announcement are payable upon submission of the Announcement, by cash, personal check, or credit card acceptable to Publisher. Payment by check or credit card is subject to collection by Publisher, and if not collected for any reason, the Publisher may refuse to publish the Announcement without liability.
10. No commissions of any kind are payable on Announcements.
11. The Advertiser will fully hold harmless and indemnify the Publisher from any and all claims, demands suits, actions, proceedings, recoveries and expenses of any kind or nature whatsoever, including reasonable fees of counsel selected by Publisher, arising directly or indirectly from publication of the Announcement or breach of the Advertiser's representations in paragraph 5 hereof, or based upon or arising out of any matter or thing contained in the Announcement, including, but not limited to, claims for libel, defamation, invasion of privacy, infringement of right of publicity, or copyright or trademark infringement.