

Professional Assist Corporation (PAC)

Terms and Conditions (2025)

Payment

Payment terms are Net 15 on all invoices. All late payments (those received later than 15 days after the invoice date) are subject to a late fee charge of 1.5% the total invoice amount. Past-due accounts will be prohibited from advertising until the outstanding amount is paid in full.

First-time Advertisers must pre-pay their first insertion. Payment must be received by PAC prior to artwork deadline for that issue, either by check or pre-authorized credit card.

Auto Pay Agreement

The Auto Pay Agreement program allows Advertisers to receive a 3% discount on all display (main section of the magazine) and digital advertising insertions. Advertisers who elect to participate in Auto Pay give PAC permission to deduct the invoice amount automatically (on a pre-assigned, agreed upon schedule) using the Advertiser's credit card or debit card.

Failure to Run Advertising/Short-Rate

All agreements for advertising Frequency Discounts require that the specified number of advertisements be published within a specified period and be promptly paid for. In the event an Advertiser or its Agency cancels or fails to have submitted and paid for the specified number of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be

retroactively nullified, including for previously published, discounted advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Publisher for the Short-Rate within 30 days of the revised invoice and Advertiser will pay for advertising at the open rate or at the earned rate(s) as applicable moving forward.

Cancellation of Advertising Orders

No changes in orders or cancellations are accepted unless received before the space reservation closing dates, which vary by product and are set forth in Publisher's rate card. No changes in orders or cancellations are considered executed unless acknowledged in writing by Publisher or Advertising Manager. Orders not cancelled as of these closing dates will be billed, even though Advertiser fails to furnish copy or digital files. When change of copy or artwork is not received by the artwork closing date, copy run in the previous issue will be published. Should Publisher agree to cancel an existing work order, Advertiser is responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of design services, paper, and/or printing.

Positioning at Publisher's Discretion

Orders for advertising containing restrictions or specifying position, facings, editorial adjacencies, or other requirements may be accepted by Publisher and published, but such restrictions or specifications are at Publisher's sole discretion.

Inserts and advertising supplements to PAC publications will be considered on a case-by-case and issue-by-issue basis. An accurate copy of any furnished insert and/or add-in must be submitted to Publisher for review prior to acceptance and printing of the insert.

Labeling Advertisements

Publisher reserves the right to place the word "advertisement" with any advertisement that, in the Publisher's opinion, resembles editorial matter. Advertisements that simulate or resemble, or otherwise might not be obviously distinct from, editorial content must be clearly identified and labeled "ADVERTISEMENT" or any other label as determined by Publisher at the top of the advertisement, and Publisher may, in its discretion, label such material and/or otherwise distinguish the style and/or presentation of such material. Publisher's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder.

Supplying Inserts and Supplements

Publisher is not responsible for errors or omissions in, or the production quality of furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert.

Contract Policy

Advertiser assumes all responsibility for any claims forthcoming from their advertising and will protect the Publisher from same. Publisher is not responsible for errors in ad copy. All verbal instructions regarding contracts, insertions, or changes of any kind must be confirmed in writing by the Advertiser. Publisher reserves the right to refuse advertising for any reason.

Publisher holds the Advertiser and/or its Agency jointly and severally liable for such monies as are due, and also for claims arising from the contents of advertisements.

Liability

All verbal instructions regarding contracts, insertions, or changes of any kind must be confirmed in writing by the Advertiser prior to reservation deadline. These instructions are not considered active until acknowledged by return communication from PAC advertising staff. Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement.

Conditions

No conditions, printed or otherwise, appearing on the contract order or copy instructions that conflict with the Publisher's policies will be binding on the Publisher, unless specifically agreed to in writing by the Publisher.

Publisher reserves right to refuse advertising deemed inappropriate or outside the scope of practice of Publisher's target market(s).

All insertion orders are accepted subject to provisions of our current rate card. On multiple insertions, the last ad run will be repeated unless notification is received by space reservation.

Advertiser or Agency must assume responsibility and liability for any and all claims (including, without limitations, claims or suits for libel, violation of right of privacy, plagiarism, and copyright infringement) which may arise as a result of advertisements printed and will indemnify and save the Publisher harmless against any claims, liabilities, damages, costs, or expenses (including attorney's fees and court costs) arising therefrom.

Any and all alterations in copy will be charged to the Advertiser. Advertiser then takes responsibility for such changes.