



Online Advertising

Online Copy & Contract Conditions

- 1** American Express Publishing Corporation, the publisher of travelandleisure.com ("Publisher"), is not responsible for errors in key numbers or other type set.
- 2** Cancellations will not be accepted after order closing date, and none may be considered executed unless acknowledged by the Publisher.
- 3** By submitting advertisements, the advertising agency and advertiser jointly and severally represent and warrant to the Publisher that they are authorized to publish the entire contents and subject matter thereof and that such publication shall not violate any law or infringe upon any rights of any party. In consideration of the publication of advertisements, the advertiser and agency shall, jointly and severally, defend, indemnify and hold the Publisher harmless from and against any and all losses and expenses arising out of the publication of such advertisements, including, without limitation, those arising from claims or suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act or rights of privacy or publicity or from any and all similar claims now known or hereafter devised. In consideration of the Publisher's reviewing for acceptance, or acceptance of, any advertising for publication, the agency and advertiser agree not to make promotional or merchandising reference to travelandleisure.com in any way except with the prior permission of the Publisher in each instance.
- 4** The Publisher shall not be subject to any liability whatsoever for any failure to publish all or any part of travelandleisure.com because of acts of God, strikes, work stoppages, accidents, fires or any other circumstances not within the control of the Publisher.
- 5** All orders and advertising must be accepted by the Publisher in New York. The Publisher reserves the unrestricted right to reject any advertising.
- 6** The Publisher will not be bound by any conditions, printed or otherwise, appearing on contracts, insertion orders, or copy instructions when such conditions conflict with the circulation policy, rates, conditions, or any other terms set forth in this rate card.
- 7** First-time mail order and advertisements from new organizations and start-up companies require pre-payment and copy approval in advance. Financial and real estate ads require copy approval in advance.
- 8** Payment terms are net 30 days. International accounts that are invoiced to addresses outside the United States must pay by wire transfer.
- 9** By submitting advertisements through an Advertising Agency, the Advertiser and its Agency, agree to be jointly and severally liable for the payment of all invoices and charges incurred for each advertisement placed on advertiser's behalf. Advertiser authorizes travelandleisure.com, at its election, to tender any invoice to the Agency and such tender shall constitute due notice to Advertiser of the invoice and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Payment of Advertiser to Agency shall not discharge Advertiser's liability to travelandleisure.com. The rights of travelandleisure.com shall in no way be affected by any dispute or claim between Advertiser and Agency. Sequential liability is not accepted. Disclaimers are not permitted.

Advertiser and/or Agency agree to reimburse travelandleisure.com for its attorney's fees and costs in collecting any unpaid invoice or portion of charges for advertisements as well as interest at the rate of 1.5% per month on past due balances.

10 Bill for placement of advertising is based upon the number of impressions delivered, as calculated by Publisher's internal advertising reporting software.

11 Rates published herein are effective January 2005.

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