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Edmunds Advertising Terms and Conditions

Version 1.4

These Advertising Terms and Conditions are applicable to all campaigns on www.edmunds.com, www.insideline.com and www.autoobserver.com, and will be binding on all clients irrespective of any terms or conditions to the contrary set forth in any Insertion Order delivered to Edmunds Inc., unless the Insertion Order is executed by an officer of Edmunds and returned to the client. Accordingly, in the event of any conflict between any Insertion Order and these terms and conditions, the provisions of these terms and conditions shall control. The submission of an Insertion Order by a client will be deemed the client's acceptance of the foregoing.

Customer service representatives and sales representatives are not authorized to modify any of these terms and conditions. Any modifications of these terms and conditions will be effective only if set forth in a separate written agreement signed by an officer of Edmunds.

Please note all advertising displayed on our Web sites must comply with our Privacy Statement www.edmunds.com/about/privacy.html.

3rd Party Tracking:	Edmunds requires that you give us access to your campaign reporting (e.g., DFA, Atlas), and we will give you access to our DFP campaign reporting. In the event there is difference between campaign reporting by you and us, we will consult and use our mutual reasonable business efforts to reconcile or resolve such difference. However, you also agree to use your best efforts to cleanse your data (i.e., eliminate errors prior to such reconciliation).
	We do not accept reporting from secondary or tertiary vendors (e.g. providers of rich media services such as Eyeblander or Pointroll).

Deadlines:	For new campaigns, we must receive all creative elements required by our specifications and in conformity with our specifications:
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Standard Ad Units	
3rd party-served ad tags	5 full business days prior to launch
Medium Rectangle	5 full business days prior to launch
Half Page Ad	5 full business days prior to launch
Tier II/Regional Medium Rectangle	10 full business days prior to launch
Specialty Units	
Homepage Units + ELP	10 full business days prior to launch
Spotlights + ELP (300x100; 205x112)	10 full business days prior to launch
Brand Box	10 full business days prior to launch
New Type/Market Featured Listing + ELP	10 full business days prior to launch
New Type/Market Landing Sponsorship + ELP	10 full business days prior to launch
Comparator Sponsorship	10 full business days prior to launch
Pushdown	10 full business days prior to launch
Video Pre-Roll	10 full business days prior to launch
Survey	15 full business days prior to launch

Procedures:	All creative elements should be sent to us by e-mail addressed to adcreative@edmunds.com . Please appropriately name your file(s) that contain your creative elements to indicate its content. Please examine the detailed specification for the ad units, which sets forth the required creative elements for each type of ad unit.
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Review Process: Upon receipt of creative elements, we commence our review to determine if all required creative elements have been delivered to us, whether they are in conformity with our specifications, and such other matters as may be necessary to implement the campaign.

We do not commit to commence implementation of a campaign until that review is final and all elements are accounted for and approved. If our review discovers non-conformities or other issues, we will so advise you and request revised creative elements; in such event, the time deadlines set forth above will not begin to run until we receive revised and conforming creative elements.

Once we have determined that all required creative elements have been delivered and are conforming, we will send you a campaign launch assessment and tentative launch timeline.

If we discover non-conformities or other issues during a campaign, we reserve the right to reject or remove from our site(s) any ads that do not conform to our creative specifications. In this event, we will so advise you and request revised creative elements.

Ad Standards: All creative must function uniformly on both Mac and PC platforms as well as all currently used versions of Netscape, Internet Explorer, Firefox and Safari. We reserve the right to delay launch dates, terminate existing creative and/or cancel individual placements or entire campaigns for creative that does not comply with our standards or that does not function properly on those platforms.

If a Client or its agencies/ad servers, through its creative assets or otherwise, writes cookies to a user's computer, Client represents and covenants that it will not employ such cookies for the purpose of targeting advertisements to visitors to an Edmunds Web site when they subsequently view other (non-Edmunds) Web sites (i.e., behaviorally targeted advertising).

IO Revisions: Revisions to IOs must be agreed upon by both parties and either documented in writing or by email.

Creative Changes: Can only accept and implement two creative changes per month to a campaign once it has launched.

Late Creative: Consistent with IAB Standard Terms and Conditions relating to "late creative," if all creative elements are not received by the campaign start date, you will be responsible for payment on those delivered impressions until those elements are provided and trafficked.

Please note that a failure to deliver all of the creative elements of a campaign to us in a timely manner and in compliance with these Advertising Terms and Conditions (and in accordance with our AD UNIT SPECIFICATIONS AND GUIDELINES FOR SPECIALTY AD UNITS, if applicable) may result in the postponement or cancellation of that campaign's scheduled launch, in which event the agency may be liable for white space inventory.

Creative Requirements: Client-provided tracking tags are considered creative elements required for specialty units such as Spotlights and Vehicle Showcase Promo units. If you require that tracking tags be included in a unit, we must receive them not



less than 10 business days prior to launch. Edmunds' tracks specialty unit impressions and the CTR through DFP irrespective of whether such tags are provided. Clients that do not wish to provide their own tracking should be aware that Edmunds' DFP tracking will be used for all billing and reporting purposes, and you may be asked to confirm your acknowledgment of this.

Calendar Year: Edmunds sells the preponderance of its advertising inventory on a calendar year basis and does not commit to inventory forecasts beyond the applicable calendar year. We will attempt to accommodate insertion orders for inventory purchased for future periods, but cannot commit such inventory.

Cancellations: Advertising inventory on our websites is a limited and perishable commodity. Submission of an Insertion Order reserves inventory for your campaign and precludes Edmunds.com from making it available to other clients.

Accordingly: Campaigns may be canceled (or, with our permission, postponed) up to 120 days prior to the scheduled launch date without penalty. Clients canceling or postponing campaigns between 60 and 120 days prior to the scheduled launch date will be charged 50% of the fees specified in the Client's Insertion Order, and Clients canceling or postponing campaigns less than 60 days prior to the scheduled launch date will be charged 100% of the fees specified in the Client's Insertion Order. In either event, at the Client's request we will make reasonable efforts to launch canceled campaigns within 120 days of the originally scheduled launch date, but we do not commit to do so unless sufficient inventory is available. If the campaign is rescheduled, we will apply the amounts previously paid to the fees payable under the Insertion Order.

Payments: Accounts are due and payable no later than 30 days from the calendar month in which the impressions are delivered.

When any part of your account becomes past due, Edmunds may refuse to deliver any additional advertising for you.

Creative Consultation: We sometimes provide clients with creative consultation and guidance regarding the creative development of ad units. Contact your sales representative for further information.

When Edmunds creates an ad unit for a client, Edmunds asserts and reserves the ownership of and the copyright in that ad unit (both its creative execution and the software code that may be embedded in that ad unit), except to the extent that ad unit includes the proprietary content of the client. That ad unit may not be used by the client (either the agency or the advertiser) for any purpose other than display on the Edmunds web sites, unless we give our express written permission to do so. No other license to use that ad unit is intended or implied by the creation or delivery of that ad unit by Edmunds.

Contact Information: Please direct any inquiries to: adcreative@edmunds.com