TERMS AND CONDITIONS

1. Relationship of the Parties.\* Advertising agency (“Agency”), if applicable, or advertiser named in the Contract for Advertising to which these Terms and Conditions are part is acting as “Advertiser”. The identity of the “Company” (or “us,” “our,” or “we) depends on the kind of advertising purchased. If the Advertiser is purchasing i) advertising on the LinkNYC or network, CityBridge, LLC is the Company and ii) any other advertising, Intersection Media, LLC is the Company.
2. Payment Obligations. Agency is liable for the payments due hereunder and we will look solely to Agency for payment, unless and until Agency becomes delinquent in its payments or insolvent, at which time Advertiser will be liable jointly and severally to us on all unpaid amounts including any reasonable expenses incurred by us for collection, attorney’s fees and expenses and court costs (excluding Agency commissions).
   1. Nothing herein relating to the payment by Agency relieves Advertiser of, or diminishes Advertiser’s liability for, breach of its obligations hereunder.
   2. Agency may not assign this Contract except to another agency which succeeds to its business and which assumes all of its obligations hereunder. Advertiser must notify us if it has changed its Agency. This Contract is not assignable by Advertiser.
   3. If this Contract is made directly with Advertiser, references to Agency will apply to Advertiser.
3. Content; Advertisements; Approvals.
   1. As applicable, Advertiser will furnish, advertising creative or physical advertisements which must be created and produced in accordance with our exact specifications, at Advertiser’s sole expense. As applicable, Advertiser must deliver: \*
      1. advertising creative to us:
         1. fourteen (14) days before a traditional static installation date if we are producing the advertisements,
         2. thirty (30) days before a large format static installation date if we are producing the advertisements,
         3. fourteen (14) days before a dynamic (real-time data) digital display date, and
         4. five (5) days before the display date for a static or limited-motion digital advertisement.
      2. a sufficient supply of physical advertisements to us fourteen (14) days before a static installation date if the Advertiser is producing the advertisements, unless otherwise agreed upon by the parties, or loss of service may occur.

If advertising creative or physical advertisements are not timely received, Company may leave such space vacant, post an alternative ad in the space and Advertiser agrees to pay for such space, or use commercially reasonable efforts to fulfill the Contract but may reasonably modify a campaign’s posting window or campaign run.+

* 1. All advertising creative must be in compliance with the advertising standards set by the applicable location owner (“Location Owner”), transit authority (“Transit Authority”), or municipal authority “Municipal Authority,” together with Location Owner and Transit Authority, an “Owner”). At a minimum, nudity, pornographic, profane or obscene creative is prohibited. All creative components of an advertisement are subject to our approval and each Owner’s approval, and their decision as to acceptability shall be final and without any liability whatsoever. In the event such advertising creative is rejected, Advertiser must provide an acceptable replacement within five (5) days. Advertiser agrees that any third-party advertising, tickers, links or bots embedded in the digital ad are also be subject to the regulations and indemnity provisions set forth in this Section and Section 6.
  2. In the event an Owner disapproves of an advertisement, adverse publicity results from the presence of such advertisement, or we have a good faith reason to expect either, we may remove the advertisement and Advertiser’s only remedy is the receipt of a pro rata credit for any prepaid and unearned amounts from the date of removal. We and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising, we reserve the right to terminate the Contract in whole or in part.
  3. Unless otherwise specified, there may be additional charges if Advertiser makes campaign changes after advertisements are already displayed.

1. Delays; Shortages.
   1. Losses arising from Advertiser’s failure to timely furnish advertising as required on the face of the Contract shall be borne by Advertiser.
   2. We intend to deliver 100% of the advertising inventory set forth on the Contract for Advertising. However,
      1. Static Advertisements. If we post at least 95% of the static advertisements contracted for the in the Contract (“Significantly Post”), Advertiser has no right to terminate the Contract, but is entitled to a Makegood (as defined below) for the full contracted amount. We have five (5) business days from the contracted start date for regular installations to Significantly Post the campaign. In the event that an installation is for specialty media, the posting window shall be determined by us and communicated to you on a case-by-case basis. In no event shall the term of the campaign be reduced due to this posting window.
      2. Digital Advertisements. Advertiser has no right to terminate the Contract if for at least 95% of the display amount specified on the Contract (the “Guaranteed Display Amount”), we either i) display the advertisement or ii) deliver the Impressions. We will monitor such digital advertising delivery and will notify Advertiser as soon as practicable (and no later than fourteen (14) days before the end of the campaign unless the length of the campaign is less than 14 days), if we believe that an under-delivery of the Guaranteed Display Amount is likely. In the event that we sell a digital domination, an Advertiser’s advertisement may be preempted. In the case of an under-delivery of the Guaranteed Display Amount or a preemption, Advertiser is entitled to a Makegood.
   3. A “Makegood” as set forth herein shall be i) alternative display placements of approximately equal value or ii) an extension of the term of the campaign equivalent to the delay or omission. The type of Makegood is upon mutual agreement of the parties and subject to availability. In addition to the foregoing, we shall have the right at any time to preempt the display of digital advertising for public service messages in connection with an Amber Alert, or at the request of any Federal, State or local authority, any public emergency (an “Emergency Interruption”). In such event, we shall not be in breach of this Contract. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption.
2. Events Beyond Our Control.
   1. Loss of service due to events of force majeure, such as labor dispute, law, government action or order, strike, lockout, fire, riot, storm, flood, lightning, acts of God, insurrection, vandalism, failure of utilities or networks, or other causes beyond our control (each a “Force Majeure”), shall not constitute a breach of the Contract by us. In the event of a Force Majeure, Advertiser shall be entitled to a Makegood.
   2. If we are unable to or cease to have the right to display advertising on any locations covered by this Contract, we may discontinue such impacted service, without prejudice to the Contract as to the remainder, but will offer Advertiser a Makegood.
   3. Advertiser acknowledges that from time to time static advertising may be damaged by a cause out of our control. We may remove such advertising and will provide timely notice to the Advertiser. Advertiser must provide or purchase overage advertisements and we will replace the damaged advertisement within a reasonable time. Failure to supply overage will not relieve Advertiser from its payment obligations.\*
3. Indemnity. Advertiser will indemnify, defend and save harmless the Company, its affiliates, and each respective Owner; and all of their employees, officers, agents and representatives, against any liability to which they may be subjected by reason of the advertising displayed under this Contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, violation of laws as well as all reasonable costs, including attorney’s fees and expenses, in defending or settling any such action or actions. In the event an Advertiser is legally prohibited from providing indemnity, Advertiser represents and warrants that it has adequate rights to the content of the advertising.
4. Our Remedies for Breach.
   1. We may cancel this Contract or any portion thereof and cease display of Advertiser’s advertising immediately with notice to Advertiser upon default by Advertiser/Agency of payment, or in the event of any material violation on the part of Advertiser/Agency of any of the conditions herein. Upon such violation and in the event of either our cancellation or continuation of the Contract, all amounts to be charged under the Contract may become immediately due and payable.
   2. Our waiver of any specific breach of Contract by Advertiser/Agency does not prejudice our rights with respect to any breach not specifically waived by us.
5. Payment Terms.
   1. Advertiser will be billed in advance. Payment is due within thirty (30) days of receipt of the bill. Advertiser must make all good faith objections in writing no later than the payment date.
   2. All rates and adjustments are computed on the basis of thirty (30) days to the month. Default is deemed to occur whenever any monthly bills shall be unpaid for thirty (30) days. Once an account has been delinquent for sixty (60) days, without limiting our other rights and remedies hereunder, all unpaid amounts are subject to a late payment charge of one and one half percent (1.5%) per month (18% per annum), or such lesser amount as permitted by law. Advertiser will be responsible for all taxes in respect of the services provided under this contract, including without limitation, sales and use or outdoor advertising taxes which may be applicable to the advertising services rendered hereunder, other than property taxes attributable to the advertising structures.
6. Return or Destruction of Excess Materials. We will not be responsible for the return of unused static advertisements unless requested by Advertiser within ten (10) days prior to the end of the campaign. If no notice is given, we may dispose of such materials. We are not liable for the return of any posted static advertisement.
7. No Cancellation. This Contract is non‑cancellable unless otherwise noted.
8. Our Marketing. Advertiser grants us permission to use photographs or renderings of its advertisements in our marketing materials.
9. Miscellaneous.
   1. Unless otherwise agreed, acceptance of this Contract is subject to credit check and our approval. We, in our sole discretion, may extend or reject credit at any time during the term hereof. In such event, we may require full payment to be made in advance.
   2. This Contract becomes effective when accepted by us and contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto.
   3. We are an equal opportunity employer.
10. Governing Law; Venue. In the event of legal action arising out of this Contract, this Contract and all claims arising hereunder are governed by the laws of the State of New York and the parties submit to the exclusive jurisdiction of New York, New York.
11. Link Advertising Terms (LinkNYC, LinkPHL and LinkNWK).\*
    1. We sell advertising to advertisers on an Impressions basis. “Impressions” are defined as the estimated number of people that view advertisements we deliver.
    2. We currently calculate Impressions using Geopath. However, we reserve the right to calculate Impressions using another nationally-recognized audience measurement system. In such event, we will notify Advertiser at least thirty days prior to such measurement change.
    3. “Placement” is the location of the Link(s) and which digital display on such Link(s) where an advertisement is run.
    4. A “CPM” is the cost of delivering 1,000 Impressions.
    5. Subject to availability, Advertiser may run advertising campaigns in the following manners:
       1. Run-of-Network Advertising (“RON”)
          1. We will use commercially reasonable efforts to ensure Placements are even throughout operational Links and throughout the day. We will deliver RON Impressions on additional operational Links as they become available.
          2. RON includes the Placement of random creatives or one creative.
          3. RON does not permit Advertiser to choose specific times or locations for advertising.
       2. Targeted Advertising
          1. Targeted Advertising allows Advertiser to have a targeted approach to the campaign
          2. The following are considered Targeted Advertising:
             1. Geographic location targeting including neighborhoods, addresses, latitude/longitude coordinates, particular Links, and particular digital displays on such Link(s).
             2. Time-based targeting including time- based dominations, day of week and time of day.
             3. In the event of a multi-creative program, the Placement of a particular creative at a particular time or location.
             4. Audience segment targeting
             5. Context-based targeting including the surrounding environment and weather conditions.

*\* These sections are for informational purposes and may not be edited. If you do have a question, please let us know.*

* *Edits to Section 3.a may be made in the Notes to the Contract for Advertising only.*