

TriComp Advertising Policy

DBA Tri-Cities Area Journal of Business; Senior Times

1. Purpose and applicability

The purpose of this policy is to set out the Advertising Policy and Standards by TriComp Inc., a Washington state corporation in its publications, which include, but are not limited to: The Tri-Cities Area Journal of Business, Senior Times, Focus: Agriculture + Viticulture and Focus: Construction + Real Estate, related websites and social medial media platforms, and any other publications it may own or produce.

2. Entity

TriComp Inc. is a Washington state corporation and all references to “TriComp,” or “Company” shall be to TriComp Inc.

3. Definitions

Advertiser shall mean any individual, organization, or business entity desiring to provide advertising material to be printed, digitally published, or otherwise promoted by Company at any time in any publication it owns.

Company shall mean TriComp Inc., a Washington state corporation.

Content shall mean the written copy, written content, creative (including art, symbols, photography, diagrams and the like), and trademarked material such as slogans or logos, submitted by an Advertiser for publication.

Defamatory includes, but is not limited to, the legal definition of defamatory communication. It means any Content that, in the sole and exclusive discretion of Company, may likely be insulting to or defame the name of any person or entity, or hold such person or entity in ill or publicly humiliating repute.

Intellectual Property Rights includes but is not limited to, copyright, trademark, trade dress, and patent rights.

Invasion of privacy means legally actionable invasion of the privacy of an individual by the publication of private material.

Misleading means any communication or representations that would tend to confuse or mislead members of the public about the value, benefits or features of a product or service offering of an Advertiser.

Products and services means any offering of such by an Advertiser to the public or to any specific group or groups of people or entities.

4. Non-Discrimination

Company strictly complies with all federal, state, and local laws regarding public accommodation and non-discrimination. All Advertisers likewise agree to comply with all such laws and may not submit, or attempt to submit, any advertising Content that is likely to violate any such discrimination laws.

5. Advertisers responsible for content

All Advertisers are solely and exclusively legally responsible for any advertising Content that it submits to Company for publication. Company has the authority to, but no obligation to, exercise any editorial control over the Content submitted by Advertisers. If Company offers to assist Advertisers with any creative or copy in conjunction with advertising Content, such assistance is still subject to Advertisers' final editorial control and in no way increases or heightens Company's obligation in any way to exercise editorial control over, or legal responsibility for, submitted advertising Content.

6. Company discretion

The publications operated by Company are privately owned and (without violating any federal, state, or local anti-discrimination laws) Company shall retain full and exclusive discretion to accept or reject any Content submitted by any Advertiser at its full, sole, and exclusive discretion, with or without cause, and to do business with, or refuse to do business with any Advertiser with or without cause.

7. Digital Millenium Copyright Act, or DMCA

The Company respects the intellectual property rights of everyone. If you believe that your intellectual property rights have been violated by copyrighted material posted by a third party, then the Company will take prompt action to investigate your allegation and take appropriate action so long as you provide notice to the Company's designated agent:

Attn: DMCA Notice
8919 W. Grandridge Blvd., Ste. A1
Kennewick, WA 99336

An email sent to info@tcjournal.biz will assist in expediting the handling of your notice. ***However, because of its inherent unreliability, the email communication, in itself, should not be deemed sufficient notice. If the Company does not actually receive an email notice and no mailed notice is sent, then your notice may not have its desired effect.***

All DMCA notices MUST contain the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. This statement must be notarized or otherwise signed under penalty of perjury.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

8. Non-Exhaustive List of What is not acceptable

The following is a list of examples of what Content is not acceptable by Company for advertising. Any Content that contains anything on this list will not be accepted for publication or promotion.

- a) Promoting goods, services, or activities illegal under federal, state, or local law, that support such illegal activities, or that are commonly associated with such illegal activities
- b) Adult-oriented businesses, transactions, or activities
- c) Defamatory content
- d) Content that promotes hate or violence toward any person or group, whether the person or group has special protections under nondiscrimination laws
- e) Content that promotes violent upheaval, treason, riot, uprising, or the overthrow of any aspect of federal, state, or local government
- f) Content that invades or that may reasonably be expected to lead to invasion of the privacy of any individual, group of individuals, or legal entity
- g) Content that would violate an order issued by a federal, state, or local court with jurisdiction anywhere in the state of Washington
- h) Content that is misleading to the public as a whole or specific sub-groups of the general public

- i) Content that promotes investments or issuance of securities unless full compliance with SEC rules and Washington state rules and proper disclaimers made
- j) Content that promotes pyramid or Ponzi schemes or reasonably appear to be such
- k) Content that constitutes an illegal or unlicensed lottery under federal, state, or local law

9. Advertisers to indemnify and defend Company for advertising content that leads to Company incurring liability or administrative sanctions

By submitting any Content to Company to publish, Advertisers agree to, and shall, defend, indemnify, and hold Company, its officers, owners, shareholders, employees, and agents (collectively "Indemnified Parties") from and against any and all liability, fines, administrative sanctions, and damages of any sort whatsoever (including consequential and punitive damages, and including damages for violation of intellectual property laws) incurred in any way associated with Advertiser Content or transactions with Advertiser. This obligation to Indemnified Parties includes reasonable attorneys' fees and selection of defense counsel shall be reasonably approved by Company, which shall also control any settlement of any lawsuit or legal proceedings.

10. No guarantee of results from advertising

No advertising can be guaranteed to achieve any result. Therefore, Advertisers agree that Company's sole obligation is to publish Content as agreed and that the success or failure of the advertisement, or any sales result therefrom, are completely outside of the control of Company and Advertiser agrees that notwithstanding any representations made to the contrary, no guarantee of results of any sort are offered or accepted.

11. Extent of liability absolutely limited to refund of cost of advertising actually paid (or recurring for past 6 months)

Under no circumstances shall Company's liability to Advertiser exceed the cost of advertising actually paid by Advertiser to Company, or in the instance of recurring payments, the sum total of the past six months of recurring payments immediately preceding the date when the source of liability is initially discovered.

12. All incidental or consequential liability specifically waived

Advertiser agrees to, and shall, waive any claim of incidental or consequential liability against Company for any reason whatsoever, irrespective of any stated purpose or desire communicated by Advertiser to Company regarding advertising Content.

13. No Warranty

Except as prohibited by law, all publication, printing and digital promotion of advertising content on websites or social media operated by company are as is and no warranties of any sort, express or implied, including fitness for purpose or merchantability are being made or accepted.

14. Advertising contingent on payment of advertising fees, fees earned upon receipt, payment in advance for planning and reservation of advertising space, no refunds unless rejected

Any placement of advertising Content is contingent upon full payment of advertising fees in advance. No Content will be placed if fees are not paid or if payment instruments or methods are rejected by financial institutions. All fees paid in advance are “earned upon receipt” and compensate Company for planning and reservation of advertising space. No refunds are permitted unless Company rejects a piece of Content for no cause. Content rejected because it violates the terms of this Advertising Policy shall not be cause for a refund.

15. Arbitration Clause

In the event of a dispute related to this agreement or the services, the parties specifically and expressly waive their inherent right to file a lawsuit to resolve it. Advertiser also expressly bargains for, and waives, the right to form, or participate in any way in, a class action lawsuit against Company. Instead, the parties agree to resolve any dispute by way of binding arbitration in the following manner:

- a. The arbitration shall be governed by RCW Chapter 7.04A, Washington’s Uniform Arbitration Act.
- b. The arbitrator may be any appropriate arbitrator or consumer arbitration provider as agreed to between the parties. If the parties are unable to select a mutually acceptable arbitrator or arbitration service, then each party shall select an individual arbitrator and the arbitrators shall jointly select a third arbitrator, and the third selected arbitrator shall preside over the arbitration.
- c. Upon the conclusion of the arbitration, the most prevailing party shall be entitled to its reasonable attorneys’ fees and costs, and the other party shall be responsible for the entire cost of the arbitration proceedings including the cost of the arbitrator.
- d. All arbitration proceedings shall be conducted by telephone, video-conferencing and/or any other equally accessible electronic or digital means.
- e. Neither party shall have the opportunity to present or communicate to the arbitrator in person prior to the rendering of a decision, unless the presentation or communication is mutually agreed upon.
- f. Any award resulting from arbitration may be filed in any court of competent jurisdiction. If the party who is required, by an arbitration award, to pay damages does not pay such damages within a reasonable period of time and legal action is necessary to enforce said award, then the party enforcing the award shall be entitled to its reasonable attorneys’ fees and costs for such enforcement action.
- g. Arbitration awards shall be final and shall not be subject to appeal into a court of competent jurisdiction even if such an appeal is allowed by court rules pertaining to mandatory arbitration of legal disputes in any relevant jurisdiction.
- h. If any portion of this mandatory arbitration section is found by a court of competent jurisdiction to be unenforceable for any reason, then said portion shall be

removed and the remainder of the section shall be enforceable as if the unenforceable provision was never a portion thereof.

i. Nothing in this section shall prevent either party from seeking injunctive relief to prevent an ongoing threat or harm to its business interests that is not readily thereafter curable with monetary compensation, or to enforce the provisions of this agreement including this arbitration section. This section also shall not prevent Company or a delegated third party from filing a court action to collect unpaid fees.