

## TERMS AND CONDITIONS

Media General Operations, Inc., doing business as Richmond Times-Dispatch (the "RTD") offers a variety of options for wedding and engagement announcements, (the "Announcements"), designed to meet the needs of the person signing this authorization for announcement (the "Advertiser"). The following provisions set forth the terms and conditions under which the RTD will publish the Announcements:

1. The Advertiser acknowledges receipt of i) this authorization form, ii) a sheet of Guidelines for submitting Weddings and Engagements, iii) Engagement Information and Wedding Information forms, and iv) a pricing sheet, with examples, for paid engagement or wedding announcements. All of the foregoing are deemed to be a part of this Agreement.
2. Submission of an Announcement (and this authorization form and payment) does not constitute a commitment by the RTD to publish the Announcement. Only publication of an Announcement shall constitute acceptance of the Announcement order. For purposes of this Agreement, publication may be either in the print edition of the RTD, online or both online and in the print edition of the RTD. The RTD may utilize the services of third party vendors to provide online services to enhance the online publication experience. In some cases, the content contained in the Announcement may be located on servers owned by third party vendors. Specific rules, terms of use and privacy policies will apply to third party users accessing the online Announcement.
3. All Announcements are subject to the RTD's standards of acceptability. The RTD reserves the right in its complete discretion to edit, revise or reject any Announcement that is considered to be objectionable or offensive in subject matter, phraseology or set-up.
4. Any Announcement is accepted for publication entirely upon the representations of Advertiser that all facts submitted in the Engagement Information/Wedding Information forms are true and correct in all material respects, and that the Advertiser is properly authorized to submit these facts and authorize publication of the entire contents and subject matter of the Announcement, including, but not limited to, the Advertiser's having obtained the full and complete consent of the engaged parties/bride and groom, together with any other persons named in the Announcement, and the full right to use and publish any photograph submitted for publication. The Advertiser hereby represents that it has verified with the photographer or other copyright owner that the submitted photograph may be used for the Announcement both in print and online.
5. In the event of a material error by the RTD, the RTD shall at most be responsible, at its option, for i) return of payment (in whole or in part) for any Announcement not published, or published with a significant error by the RTD or misprint, or ii) republication of the Announcement at no additional charge. Under no circumstances shall the RTD be responsible for defects in newsprint, errors or irregularities in printing, or other problems resulting in poor quality of photo or text reproduction of an Announcement. The RTD shall not be responsible for any delays in publication, including but not limited to, delays due to strikes, labor disputes, government action, acts of God, war, fire, flood, terrorism or natural disaster, equipment failure or other

circumstances beyond the RTD's control. With regard to announcements published online, while the RTD uses commercially reasonable effort to provide substantially uninterrupted service, the RTD will not be responsible for website or network downtime, page loading errors, regardless of cause, or for any claim, liability or damages arising out of the intentional or unintentional acts of third parties, including but not limited to, hacking or the spreading of malicious code, such as computer viruses.

6. ADVERTISER AGREES THAT THE RTD, ITS PARENT, AFFILIATE OR SUBSIDIARY CORPORATIONS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES FOR ANY ACT OR FAILURE TO ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT OR SERVICES PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGE WAS REASONABLY FORESEEABLE OR THE RTD WAS ADVISED OF SUCH DAMAGE. ADDITIONALLY, THE RTD'S MAXIMUM LIABILITY FOR ANY ACTION RELATING TO THIS AGREEMENT WHETHER BASED IN CONTRACT, TORT OR ANY OTHER BASIS WHATSOEVER SHALL BE LIMITED TO THE MAXIMUM AMOUNT RECEIVED BY THE RTD FOR PUBLISHING THE ANNOUNCEMENT.
7. Paid Announcements are accepted only on the condition that the space will be utilized for purposes of approved Announcements, consistent with the RTD's guidelines, and any Announcement space cannot be sold, given, transferred or assigned, in whole or in part, to any other person, or used for any other purpose.
8. The RTD does not guaranty position of any Announcement in the newspaper or online.
9. All charges for a paid Announcement are payable upon submission of the Announcement, by cash, personal check, or credit card acceptable to the RTD. Payment by check or credit card is subject to collection by the RTD, and if not collected for any reason, the RTD may refuse to publish the Announcement without liability.
10. No commissions of any kind are payable on Announcements and nothing in this Agreement shall be deemed to create a third party beneficiary interest.
11. The Advertiser will fully hold harmless and indemnify the RTD from any and all claims, demands suits, actions, proceedings, recoveries and expenses of any kind or nature whatsoever, including reasonable fees of counsel selected by the RTD, arising directly or indirectly from publication of the Announcement or breach of the Advertiser's representations in paragraph 5 hereof, or based upon or arising out of any matter or thing contained in the Announcement, including, but not limited to, claims for intentional or negligent infliction of emotional distress, libel, defamation, invasion of privacy, infringement of right of publicity, or copyright or trademark infringement.