



Last updated:
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The 51st Advertising Policy Terms and Conditions

Thank you for your interest in advertising with The 51st ("Publisher").

These terms and conditions apply to all advertising and other paid content (collectively, "Advertising") ordered for publication on Publisher's website(s), social media channels, or other media (collectively, "Platform"). By submitting, directly or through a representative, any order or any payment for Advertising to Publisher, you ("You" or "Advertiser") hereby accept these terms and conditions. If you have any questions please email ericfalquero@51st.news.

1. Publisher will make commercially reasonable efforts to notify Advertiser within five business days of receipt of an advertising order ("Order") submitted by Advertiser if the requested advertising inventory is not available. Modifications to a submitted Order are not binding unless agreed in writing by both Publisher and Advertiser. Revisions to accepted Orders must be made in writing and acknowledged by the other party in writing (email to suffice).
2. Publisher will invoice Advertiser as stated in the Order. Advertising must be paid for in full within thirty (30) days after the date the invoice is received. Advertiser agrees to pay the fees as set forth in the Order ("Fees"). Each Party shall be solely liable for the payment of all taxes in connection with the performance of their obligations hereunder. The Fees do not include any applicable federal, state or local taxes and any such taxes or governmental charges with respect to the services hereunder, including sales or use taxes (but exclusive of income or corporate franchise taxes) will be Advertiser's responsibility.
3. Publisher will use commercially reasonable efforts to comply with Advertiser requests relating to the placement of their Advertisements adjacent to advertisements for specified categories of goods and/or services. Publisher's inability to comply with such requests will not be deemed a breach of these terms or of any Order. Publisher will at all times retain editorial control over its publications.
4. Unless designated on an Order as non-cancelable, Advertiser may cancel the entire Order, or any portion thereof on 30 days' prior written notice to Publisher, without penalty, for any fixed fee-based or fixed-placement inventory.
5. Publisher may terminate any Order at any time if Advertiser is in material breach of its obligations hereunder, which breach is not cured within ten (10) days after receipt of written notice thereof from Publisher to Advertiser.
6. If Publisher is unable or unwilling to fulfill any part of an Order, Advertiser and Publisher will use commercially reasonable efforts to agree upon the conditions of a makegood placement. If no makegood can be agreed upon, Advertiser may execute a credit or receive a refund equal to the value of the under-delivered portion of the Order for which it was charged.

7. Publication of repeat Advertising ordered will begin within the agreed period following full payment therefor and should continue in a timely manner thereafter. Publisher will attempt to contact Advertiser if it has not completed an Order. If Advertiser cannot be reached, the Order will expire three months after Publisher's last attempted contact and no refunds or credits will be due therefor.
8. Publisher reserves the right to reject any proposed Advertising for any reason or no reason.
9. The 51st offers design services for \$150/hour.
10. For each advertising campaign agreed, which may comprise multiple Orders, Advertiser shall comply with Publisher's then-current Order submission process, methods and technology requirements.
11. If artwork, copy, or active URLs for Ads ("Advertising Materials") are not received by the Order start date, Publisher will begin to charge the Advertiser on the Order start date on a pro rata basis based on the full Order for each full day the Advertising Materials are not received.
12. Advertiser is fully responsible for all Advertising Materials, including but not limited to banners, promotional messages, text links, keywords, web pages, category icons, descriptions and videos and any other creative content, including any custom content created by Publisher for Advertiser. Publisher is not responsible for reviewing Advertising Materials, for any errors, misspellings, or inaccurate descriptions, all of which are the responsibility of the Advertiser.
13. Advertiser grants to Publisher a non-exclusive, worldwide, royalty-free, non-transferable (except as permitted herein) license to use, reproduce, display, distribute, deliver, perform, modify (e.g., for formatting) the Advertising Materials, solely to the extent necessary for purposes of effectuating the applicable Order(s).
14. Advertiser warrants that all websites linked to the Advertising Materials will be owned and controlled solely by Advertiser; that it owns or has secured all rights necessary to grant the foregoing license rights in the Advertising Materials, including without limitation, publicity releases from all individuals depicted in any Advertisement; that it has the rights to use the Advertising Materials; that the Advertising Materials comply with all applicable laws; and that the Advertising Materials do not and will not infringe upon the personal or proprietary rights of or give rise to any claim by any third party.
15. Advertiser shall indemnify, defend and hold harmless Publisher, its affiliates, and their respective directors, shareholders, members, managers, agents, officers, employees, licensors, successors and assigns (collectively, "Publisher Parties") from any and all liabilities, losses, damages, costs, fees or expenses (including, without limitation, attorney fees and dispute resolution costs, as well as any other costs of defending any litigation or other action against Publisher Parties) arising from: (1) any of the Advertisements; (2) Advertiser's actual or alleged breach of any of its warranties herein; (3) Advertiser's negligent acts or omissions relating to these terms or any Advertisement; or (4) Advertiser's actual or alleged breach of any applicable law or regulation with respect to this Agreement or any Advertisement.

16. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, PUBLISHER'S LIABILITY TO YOU FOR ANY MATTER RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNTS PAID TO PUBLISHER HEREUNDER. PUBLISHER'S LIABILITY FOR ANY ERROR RELATING TO ANY ADVERTISEMENT WILL NOT EXCEED THE COST OF THE APPLICABLE ADVERTISEMENT AS STATED ON THE ORDER FOR THAT ADVERTISEMENT. IN NO EVENT WILL THE PUBLISHER PARTIES BE LIABLE FOR ANY LOSS OF USE, LOSS OR INACCURACY OF INFORMATION, LOST PROFITS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, RELIANCE, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Advertiser shall own and retain all intellectual property rights and title to the Advertising Materials. Publisher is the exclusive owner of all intellectual property right, title and interest in and to the Platform, including in and to any data collected by Publisher via the Platform.
18. This Agreement will be governed by the laws of the State of Washington D.C. applicable to contracts to be wholly performed therein without reference to its conflicts of law principles; any action based on or alleging a breach of this agreement must be brought in the state or federal courts in Washington D.C., United States of America and the parties hereby consent to the exclusive jurisdiction of such courts.