

## Advertising Terms and Conditions

### 1. DEFINITIONS

1.1 In these Terms and Conditions, the following expressions shall, unless the context otherwise requires, have the following meanings:

**“Advertisement(s)”** means any material that Customer submits to be published by Publisher either online or in print pursuant to a Booking Form, including any linked website, area and/or information specified in the Booking Form;

**“Advertisement Guidelines”** means Publisher’s guidelines for the content of Advertisement(s) as set out in the Schedule to these Terms;

**“Advertiser”** means the advertiser of the product, service or brand referred to in the Advertisement(s), being the entity named as such in the ‘Booked on behalf of’ field in the Booking Form;

**“Agreement”** means the agreement between Publisher and Customer for the publication of the Advertisement(s) consisting of the Booking Form, the Advertisement Guidelines and these Terms;

**“Booking Form”** means the booking form in relation to the Campaign;

**“Customer”** means the person placing the order for publication of the Advertisement(s) with Publisher (whether it be Advertiser, Advertiser’s advertising agency or media buyer or other third party), being the entity named as such in the ‘Booking booked by’ field in the Booking Form;

**“Campaign”** means Customer’s advertising campaign involving the Advertisement(s);

**“Campaign End Date”** means the last date for publication of the Advertisement(s);

**“Campaign Start Date”** means the earliest date for publication of the Advertisement(s);

**“Campaign Window”** means the period from the Campaign Start Date up to and including the Campaign End Date;

**“Click-through(s)”** means the initiation of a user presence on any website that originates from the Advertisement(s) published by Publisher pursuant to the Booking Form as recorded by any tracking system operated by or on behalf of Publisher;

**“Price”** means the sum payable by Customer in respect of the publication of the Advertisement(s) as specified in the ‘Total Price to Pay (ex VAT)’ section of the Booking Form;

**“Force Majeure Event”** means an acts, events, omissions or accidents beyond Publisher’s reasonable control which prevents Publisher from performing or causes a

delay in its performance of its obligations under the Agreement, or from carrying on its business, and includes, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Publisher or any other party), failure of a utility service or transport or telecommunications network, act of God, epidemic or pandemic, war, threat of or preparation for war, riot, civil commotion, imposition of sanctions, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors;

“**Impressions**” means the delivery of the Advertisement(s) to the Website as recorded by any tracking system operated by or on behalf of Publisher;

“**Publication**” means the publication specified in the Booking Form;

“**Publisher**” means Centaur Communications Limited, a subsidiary of Centaur Media plc and the owner of the Website and/or the Publication in which the Advertisement(s) will appear;

“**Rate Card**” means Publisher’s rate card in effect as at the date of the Booking Form;

“**Terms**” means these terms and conditions;

“**Technical Specifications**” means Publisher’s technical specifications for the Advertisement(s) as provided on our website <http://www.centaurmedia.com/advertisingspecifications> or as otherwise provided in writing to the Client; and

“**Website**” means the website named in the Booking Form.

- 1.2 Words in the singular include the plural and in the plural include the singular. Headings do not affect the interpretation of these Terms.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 A reference to **writing** or **written** includes email.
- 1.5 A reference to **the Agreement** or to any other agreement or document referred to in this agreement is a reference to the Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Agreement) from time to time.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. In the event

of a conflict between these Terms and the Booking Form, the Booking Form will prevail.

## **2. APPLICATION OF TERMS**

- 2.1 The Agreement shall apply to the publication of the Advertisement(s) to the exclusion of all other terms and conditions. Any variation to the Agreement shall have no effect unless expressly agreed in writing and signed by both parties.
- 2.2 The Agreement shall come into force upon the Customer signing the Booking Form or notifying the Publisher by email that it accepts Booking Form, or, if earlier, the date of first publication of the relevant Advertisement(s). For the purposes of these Terms, "signing" may take place manually or, where such option is made available by the Organiser, electronically through Sertifi.

## **3. PAYMENT**

- 3.1 Customer shall pay Publisher the Price together with any applicable VAT due in respect of the Price. The Price shall be paid in full without set off or deduction. If the Price is to be paid in instalments, the Booking Form shall specify the amount of each instalment and the date on which each instalment will be invoiced. Any amount specified in an invoice shall be payable, unless otherwise specified in the Booking Form, immediately upon receipt of the invoice. If any amount payable has not been received by Publisher within 30 days following the applicable invoice date (as specified on the Booking Form), Publisher reserves the right not to publish and/or to withdraw the Advertisement(s) (as applicable) until payment is received.
- 3.2 Payment of the Price shall be made by electronic transfer at the cost of Customer to the bank account of Publisher as specified in the Publisher's invoice. Customer shall notify Publisher once payment has been made.

## **4. GRANT OF LICENCE**

- 4.1 Customer grants to Publisher a worldwide licence to: (i) reproduce, display, publish, distribute, transmit (or permit the same) the Advertisement(s) in all formats (whether now known or otherwise) including without limitation in electronic, digital, website, print, and all other media, and to permit readers of its publications and users of its website(s) to access the Advertisement(s) and (ii) use screen grabs of the Advertisement(s) in order to enable Publisher to market and advertise itself and the services which it provides.
- 4.2 The copyright and all other rights in all artwork, copy and other material which Publisher and/or its employees or contractors has originated or reworked shall vest in Publisher.

## **5. DEADLINE FOR SUBMISSION OF ARTWORK AND/OR COPY**

- 5.1 The Advertisement(s) and all related artwork and copy must be received by Publisher to the address specified and all Advertisement(s) must comply with the Technical Specifications.

- 5.2 The deadline for receipt of the Advertisement(s) and all related artwork and copy by Publisher shall be as set out in the Technical Specifications (the “**Deadline**”).
- 5.3 Where Customer does not meet the Deadline, Publisher shall be under no obligation to publish the Advertisement(s) and Publisher reserves the right to charge Customer the Price in full.

## **6. REJECTION, CANCELLATION, CHANGES**

- 6.1 It is the responsibility of Customer to check that the Advertisement(s) (and each insertion of the Advertisement(s) if more than one) is correct. Publisher assumes no responsibility for the repetition of an error in an Advertisement(s) ordered for more than one insertion unless notified immediately after the error occurs. Any other matter of complaint, claim or query (whether in relation to the Advertisement(s) or the invoice) must be raised with Publisher in writing within seven days following (as the case may be) insertion of the Advertisement(s) or of the date on which it is claimed the Advertisement(s) should have appeared.
- 6.2 If Customer wishes to cancel the publication of the Advertisement(s) it must notify Publisher in writing at least six working weeks in advance of the Campaign Start Date.
- 6.3 If Customer cancels publication of the Advertisement(s) within six working weeks of the Campaign Start Date, Publisher reserves the right to charge Customer the Price in full or, if the Customer has already paid the Price, Publisher shall not be liable to make a refund of such payment.
- 6.4 Series discounts apply only to orders for a series of Advertisements (“**Series**”) which are completed within one year of the first Advertisement in the Series being run. If Customer cancels the Series before it is complete then a surcharge will be made for Advertisements already run at a discount, which will be an amount that represents the difference between the discounted charge and the Rate Card charge for a single Advertisement for each Advertisement that has run.
- 6.5 In the event that Advertisements and all related artwork and copy are not supplied by Customer, or are supplied after the Deadline, and Advertisements are not therefore run for a Series within the contractual period, then, notwithstanding any other rights it has, Publisher reserves the right to charge a surcharge for Advertisements already run at a discount, which will be an amount that represents the difference between the discounted charge and the Rate Card charge for a single Advertisement for each Advertisement run.
- 6.6 Publisher may, in its sole discretion, accept a written notice of change to the Advertisement(s) or the positioning of the Advertisement(s) from that detailed in the Booking Form, or to the length of Campaign (“**Campaign Change**”) received less than six working weeks prior to the Campaign Start Date subject always to clause 10. In such event, Publisher and Customer shall agree a revised Price in respect of the Campaign Change.
- 6.7 Publisher may, in its sole discretion, accept a Campaign Change after the Campaign Start Date. In such event, Publisher and Customer shall agree a revised Price in respect

of the Campaign Change and publication of the Advertisement(s) shall be subject to the agreement and payment of such revised Price.

- 6.8 In respect of online advertising, Publisher shall invoice Customer for the Advertisement(s), Impressions, Click-throughs or other agreed performance metric actually achieved during the Campaign Window prior to the effective date of any Campaign Change.
- 6.9 Without prejudice to the warranties in clause 8 and without liability to Customer, Publisher may in its sole discretion decline to publish, omit, suspend, or remove the Advertisement(s) or require the Advertisement(s) to be amended at any time where Publisher believes that the Advertisement(s): (i) breach the terms of the Agreement; (ii) would expose Publisher to any liability; (iii) would bring Publisher into disrepute; (iv) do not comply with the Advertisement Guidelines and/or (v) do not comply with any legal or moral obligations placed on Publisher or Customer or the Advertiser.
- 6.10 Publisher shall not be under any obligation to comply with a stop order or cancellation or transfer request relating to the Advertisement(s) which is received after the deadline specified in clause 6.2.

## 7. **FOR ONLINE ADVERTISING, DELIVERY OF IMPRESSIONS, CLICKTHROUGHS OR OTHER AGREED PERFORMANCE METRIC**

- 7.1 Subject to clause 7.2, if Publisher has agreed to deliver a minimum volume of Advertisement(s), Impressions, Click-throughs or other agreed performance metric on any Website(s) (“**Volume Order**”) and such Volume Order is not achieved during the Campaign Window then Publisher’s liability shall be limited to Publisher choosing in its sole discretion to either: (a) continue to include the Advertisement(s) on any website(s) (without extra cost to Customer) until the Volume Order is achieved; or (b) Publisher invoicing or refunding Customer (as applicable) pro rata for the deliveries actually achieved during the Campaign Window (“**Volume Delivered**”).
- 7.2 If artwork and/or copy is delivered late to Publisher (“**Late Delivery**”), Publisher shall use reasonable commercial endeavours to achieve the Volume Order during the Campaign Window. Notwithstanding the foregoing, if Late Delivery occurs and the Volume Delivered is less than the Volume Order, Publisher shall be entitled to invoice for the Volume Order.
- 7.3 Except as set out in clause 7.4, Volume Delivered as recorded by Publisher shall be deemed to be the correct figure.
- 7.4 If any Advertisement(s) is served or delivered to a Website(s) by a rich media vendor Volume Delivered recorded by such rich media vendor shall be deemed to be the correct figure.

## 8. **BUYER’S WARRANTIES**

Customer represents and warrants that:

- (a) Customer contracts with Publisher as a principal notwithstanding that Customer may be acting as an agent for the Advertiser;

- (b) Customer holds the necessary rights (including without limitation intellectual property rights) and authorisations to permit the use, reproduction, display, transmission and distribution of the Advertisement(s) and all content therein;
- (c) the Advertisement(s) will comply with all applicable laws and regulations and industry codes of practice (including those issued by the Advertising Standards Authority) and will not breach any contract or violate or infringe any copyright, trade mark or other proprietary rights of any third party and the Advertisement(s)
- (d) Customer shall be solely liable for any links to other websites, areas and/or information contained in any Advertisement(s), and Publisher shall have no liability whatsoever in respect of the same;
- (e) the Advertisement(s) will not contain any virus, worm, Trojan horse harmful codes or any other form of defect which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of any of Publisher's websites;
- (f) in respect of any Advertisement(s) submitted for publication which contains the name and pictorial representation (photographic or otherwise) of any living person, Customer has obtained the authority of such person to make use of such name, representation and/or copy;
- (g) in relation to any investment Advertisement(s), Advertiser is, or the contents of the Advertisement(s) have been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 (or any act replacing such Act) or the Advertisement(s) is otherwise permitted under the Act or any law or regulation which supplements or replaces that Act;
- (h) all information submitted by Customer or Advertiser to Publisher is true, complete and accurate; and
- (i) all advertising copy submitted to Publisher will not constitute false or misleading advertising, be defamatory, obscene or violate any antidiscrimination laws or regulations or otherwise breach any other right of any person or entity.

## **9. PUBLISHER'S OBLIGATIONS AND COMPLAINTS**

No complaint, attempted cancellation, claim or query by Customer or Advertiser (whether in relation to the Advertisement(s), an invoice or otherwise) shall affect the liability of Customer to pay the Price in accordance with clause 3.

## **10. LIABILITY OF PUBLISHER**

- 10.1 Publisher shall not be liable for any indirect or consequential loss or for any loss of profits, business, goodwill, anticipated savings, information or data or business interruptions whether arising out of negligence, breach of contract or otherwise and whether or not Publisher was advised of the possibility of such loss by Customer or any third party.
- 10.2 Customer shall be solely responsible for ensuring Advertisement(s) comply with all applicable laws and regulations and comply with the Advertisement Guidelines. Publisher shall not be liable for any failure of any Advertisement(s) to comply with applicable laws and regulations or for any error in an Advertisement.

- 10.3 Publisher shall not be liable for any loss of copy, artwork, photographs or other materials.
- 10.4 Without prejudice to Publisher's entitlement to be paid for the Advertisement(s) as published, Publisher's liability is limited to a maximum at its option of giving a credit for its charge for the Advertisement(s) (or in an appropriate instance) of publishing the Advertisement(s) for a second time without charge. Customer shall not be entitled to withhold payments by reason of any alleged minor defect.
- 10.5 Subject to clause 10.4, in no circumstances shall the total liability of Publisher exceed the Price for the Advertisement(s) in question.
- 10.6 Nothing in these Terms shall exclude or limit liability for death or personal injury resulting from negligence of Publisher or any other liability that cannot by law be excluded or limited.

## **11. BUYER'S INDEMNITY**

Customer shall indemnify Publisher and keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or which are reasonably foreseeable as a result of any breach or nonperformance of any of Customer's representations, warranties or obligations contained in the Terms or implied by law.

## **12. FORCE MAJEURE**

- 12.1 Publisher shall not be liable to Customer as a result of any delay or failure to perform its obligations as a result of a Force Majeure Event.
- 12.2 If the Force Majeure Event prevents Publisher from providing any of its obligations under the Agreement for more than seven days, either party shall have the right to terminate the Agreement immediately by giving written notice to the other.

## **13. GENERAL**

- 13.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.
- 13.3 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 13.4 The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.5 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Agreement.
- 13.6 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise a party to make or enter into any commitments for or on behalf of the other party.
- 13.7 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 13.8 If any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.9 The Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 13.10 Except as expressly provided in clause 13.11, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 13.11 Customer's obligations under the Agreement (including any representations, warranties and undertakings) are given for the benefit of all Publisher affiliates. It is intended that all Publisher affiliates may enforce the benefits conferred on it under the Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.
- 13.12 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.
- 13.13 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 13.14 Transmission of the executed signature page of a counterpart of the Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.



- 13.15 Neither party shall make, or authorise any person to make, any public announcement concerning the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 13.16 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:
- 13.16.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 13.16.2 emailed to:
- 13.16.2.1 in the case of the Customer, the email address of the Customer Contact; and
- 13.16.2.2 in the case of the Publisher, [legalnotices@centaurmedia.com](mailto:legalnotices@centaurmedia.com).
- 13.17 Any notice shall be deemed to have been received:
- 13.17.1 if delivered by hand, on signature of a delivery receipt;
- 13.17.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; or
- 13.17.3 if sent by email, at 9.00 am on the next Business Day after transmission.
- 13.18 Clauses 13.16 and 13.17 do not apply to the service of any proceedings or other documents in any legal action.
- 13.19 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the English law.
- 13.20 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 13.21 Each party shall comply with Publisher's anti-bribery and anti-corruption policies (available to the Customer on request) as updated from time to time.

## **SCHEDULE – ADVERTISEMENT GUIDELINES**

Centaur Communications Limited, owner of the website or publication in which an advertisement is intended to appear (the “Publisher”), requires all advertisers submitting advertisements for publication to ensure their advertisements comply with the following guidelines. Advertisers are also responsible for ensuring that their advertisements comply with all applicable laws, statutes, and regulations. Publisher reserves the right to reject or remove any advertisement in its sole discretion at any time.

### **Restricted Products and Services**

Publisher reserves the right to not accept advertisements containing or relating to certain products or services in order to maintain the integrity of the website/publication and ensure a consistent user experience. Restricted products or services include, but are not limited to, those listed below.

- Adult or sexual products
- Alcohol and alcohol related products
- Drugs or drug paraphernalia
- Cigarettes, cigars, electronic cigarettes, smokeless tobacco and other tobacco products and accessories
- Gambling, including contests, sweepstakes, lotteries, casinos & games of chance
- Products or services that bypass copyright protection, such as software, cable or satellite signal descramblers
- Counterfeit, fake or bootleg products, or replicas or imitations of designer products
- Dating or other sites that promote casual sex, or international match-making services.
- Degrees or transcripts for sale or offered by non-accredited universities or programs, "life experience" degrees, academic paper-writing services or the sale of pre-written essays, theses and dissertations
- Advertisements that promote particular securities or that provide or allege to provide insider tips
- Firearms, parts for firearms, air guns (including pellet and BB guns), paintball guns, other weapons, ammunition or fireworks.
- Get rich quick schemes, "free money", or similar money-making opportunities or offers
- Promotion of short-term loan advertisers, such as payday loans or cash advances

- Offers to compensate users for clicking on advertisements, performing web searches, viewing web sites or reading emails, etc.
- Products/services that claim to repair bad credit
- Personal care, medical or health products that create an unrealistic expectation about the success of the product/service
- Products and services of questionable legality
- Sites that require non-refundable fees to bid on auction items (e.g. "penny" or "bidding fee" auctions).
- Testosterone boosters and products that promote or infer sexual enhancement or weight loss as a result of their use
- Offers for accessing and/or removing arrest booking images or criminal background checks
- Aerosol paint products, etching cream, body branding
- Advertisements that, at Publisher's sole discretion, promote low quality products or services
- Abortion-themed advertising
- Weight Loss products and services

### **Restricted Images and Content**

Publisher may not accept advertisements containing or relating to certain content. This content includes, but is not limited to, that listed below.

- Illegal content or content promoting illegal activity
- False, misleading or fraudulent content
- Sexually suggestive text, images or situations
- Shocking, sensational or offensive content, or content containing excessive violence
- Defamatory, libelous or threatening images or language
- Content which insults, attacks, harasses, bullies, threatens, demeans or impersonates others
- Age-Restricted Content - advertisements targeted to minors must not promote products, services, or content that is inappropriate, illegal, or unsafe, or that exploits, misleads, or exerts undue pressure on the age groups targeted
- Religious-themed advertisements

- Content that infringes upon or violates the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights