

# Mercator Media Limited, Terms & Conditions for Media Sales in Magazines and Websites

1. Orders for advertisements ("Advertisements") to appear in Mercator Media Ltd ("MML") magazines and publications, or on MML websites, are accepted subject to the following terms and conditions ("Terms").
2. Where the Advertiser is an advertising agency or media Advertiser, the Advertiser guarantees that it is authorised by the advertiser of a product or service to place the Advertisement and the Advertiser (will compensate MML for any claim made by such advertiser against MML.
3. By placing an order, the Advertiser ("Advertiser") agrees to be bound by these Terms. These Terms override any other terms or conditions referred to by the Advertiser when orders are placed or in any course of dealing.
4. MML may, reject, cancel or require an Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, suspend or change the position of any such Advertisement. MML may also refuse to publish any Advertisement for any Advertiser who has not paid any sums due to MML. The Advertiser will remain responsible for all outstanding charges.
5. The Advertiser guarantees to MML that any advertising material provided:
  - a) it is accurate, complete, true and not misleading;
  - b) that consent has been obtained from any living person whose name or image (in whole or in part) is contained therein;
  - c) that consent has been obtained for the use of any copyright images or material, trademarks or other intellectual property rights of any person;
  - d) is legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice; they are not libellous or obscene.
  - e) will not be prejudicial to the image or reputation of MML or the websites or magazines; and is free of any viruses and no Advertisement will cause an adverse effect on the operation of the Website(s).
6. Payment. Advertisements are accepted on the basis that they will be paid for at the rate agreed to on the booking form based on the applicable rate card. Rates may change from time to time and will take effect immediately. Any changes to the rates will not apply to signed orders made prior to the date of such change. MML's payment terms are 30 days from the date of invoice unless agreed otherwise in writing at the time of booking. In the event of late payment, interest on the amount outstanding may be charged at up to 4% above the Bank of England base rate.
7. Prices are exclusive of Value Added Tax which the Advertiser shall additionally be liable to pay to MML, where applicable.
8. MML will make best endeavours to reproduce Advertisements as provided but cannot guarantee that it will be of the same quality or colour match.
9. MML cannot guarantee the position of any printed Advertisement. Advertisements will be placed as near as possible to the selected position as the page make-up permits. MML reserves the right to modify the wording of any classification or trade heading in the magazine or website or the Advertisement.
10. Copy must be supplied by the Advertiser without application from MML. Material for an Advertisement for both websites and magazines must be provided no later than the deadline specified in the appropriate rate card and in accordance with the technical specification available at <http://www.mercatormedia.com>. If copy instructions are not received by the agreed date, no guarantee can be given that any agreed proofs will be supplied or corrections made and MML reserves the right to repeat the most appropriate recent copy or omit the Advertisement. Where a layout or proof is submitted to the Advertiser, it must be returned by the date specified and MML reserves the right to publish the Advertisement in the same form as any layout or proof submitted if the layout or proof is not returned by the date specified. In any of these cases, the total price of the order will remain unaltered.
11. Where an Advertisement has been accepted by MML and includes inserts MML reserves the right to charge the full price if the inserts fail to arrive at the agreed time and place for insertion.
12. Charges will be made to the Advertiser where extra production work is involved owing to acts or defaults of the Advertiser.
13. If a booked Advertisement is not published due to a mistake by MML, MML will offer an alternative publication date. If the alternative is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if paid in advance. This shall be the Advertiser's only remedy for failure to publish an advertisement.
14. If the Advertisement contains a substantial error due to a mistake on MML's part, MML will re-publish the Advertisement at no additional cost. It is the Advertiser's responsibility to inform MML of any errors and provide any necessary assistance to prevent the error occurring again.
15. MML shall not be held responsible for any direct or indirect losses suffered by the Advertiser or any other loss which could not have been foreseen. MML's maximum liability for any loss or damage arising out of or in relation to any Advertisement will not exceed the total amount of the charges for the relevant Advertisement actually paid by or on behalf of the Advertiser. Complaints regarding reproduction of Advertisements must be received in writing within one calendar month of the cover date.
16. For Advertisements on the Websites, MML can not guarantee continuous, uninterrupted access by users of the Websites but make best endeavours to provide this. MML will not be responsible for any

- failure or delay affecting production of any Magazine or the activation of the Websites and any Advertisements contained in them, where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of MML.
17. Where a Web Advertisement is sold on a 'cpm' basis, MML cannot guarantee the number of impressions. In the event the number of impressions during the campaign period is less than the impressions booked by the Advertiser, MML shall continue to serve the Advertisements after the end of the campaign period until the number of booked impressions is reached. MML will provide the Advertiser with delivery statistics and campaign reports on a regular basis throughout the campaign period. The statistics and other reports provided by MML shall be binding on the Advertiser and are in lieu of any other right of audit.
  18. If a Web Advertisement links to another site, the Advertiser is responsible for maintaining the link and for the content of the linked site. MML may remove any Advertisement which contains content or links to a site which, in MML's opinion, is defamatory or objectionable or will bring MML into disrepute. The Advertiser will indemnify MML from and against any claims or liability arising from links contained in an Advertisement.
  19. Web Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant MML website. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any MML website or enables the Advertiser or any third party to serve such users with any advertising other than the Advertisement.
  20. Cancellation policy. The Advertiser may cancel an Advertisement provided that notice in writing is received by MML 30 days prior to publication date. Written notice to cancel should be sent to the person who made the booking or by fax to +44 1329 550192. Cancellation will only be effective on written confirmation of receipt of your request.
  21. Series discounts apply only to orders placed in advance and completed within the agreed period. MML reserves the right to adjust advance discounts and/or to surcharge in the event of a series of Advertisements not being completed within that period. If the Advertiser cancels the balance of a contract to publish a series, it agrees to forego any series discount and all Advertisements will be paid for at the appropriate revised rate.
  22. The Advertiser will fully reimburse MML for all claims, losses or expenses arising as a result of any breach or failure to perform of any of these Terms and/or the use or publication of the Advertisement by MML in accordance with these Terms.
  23. Rights. MML owns the copyright in all Advertisements written or designed by it or on its behalf. Should an Advertiser wish to use such material elsewhere, written consent should be obtained from MML.
  24. The Advertiser grants MML the right to use the Advertiser's names, trade marks and/or logos or reproduce the Advertisement for promotional purposes.
  25. If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, MML may treat the order as cancelled.
  26. Any person who is not a party to these Terms will have no rights to rely upon or enforce any of these Terms.
  27. If MML fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.

If you have any questions about these Terms & Conditions, please contact -

The Company Secretary  
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