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**Terms and
Conditions**

Display Order Terms and Conditions

These conditions shall apply to all advertisements accepted for publication. Any other proposed condition shall be void unless incorporated clearly in written instructions and specifically accepted by the Publisher

- All advertisements are accepted subject to the Publisher's approval of copy and the space being available.
- The Publisher reserves the right to omit or suspend an advertisement at any time for good reason, in which no claim on the part of the Advertiser for breach of contract shall arise. Should such an omission or suspension be due to the act of the default of the Advertiser or his servants or agents, then the space reserved for the advertisement shall be paid for in full notwithstanding that the advertisement has not appeared. Such omission or suspension shall be notified to the Advertiser as soon as possible.
- If the Publisher considers it necessary to modify the space or alter the date or position of the insertion or make any other change or alteration, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publishers control. Every care is taken to avoid mistakes but the Publisher cannot accept any errors due to third parties, subcontractors or inaccurate copy instructions.
- The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in anyway illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice.

- The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement. The Publisher will consult with the Advertiser as to the way in which such claims are to be handled.
- Invoices are sent out on publication and must be settled within 7 days. Invoices that are not settled within 30 days are re issued at full rate card value. For display advertising tear sheets / copies will be supplied as proof of insertion, on request
- Charges will be made to the Advertiser or his agent where the Printers are involved in extra production work owing to acts of defaults of the Advertiser or his agent. These charges will be at rates agreed prior to publication. Complaints regarding reproduction of advertisements must be received in writing within one calendar month of publication. After this time any complaints will be void.
- Copy must be supplied by the Advertiser or his agent without application from the Publisher. If copy instructions are not received by the agreed copy date no guarantee can be given that proofs will be supplied nor corrections be made.
- Advertisers' property, artwork, film, etc are held at the Owners' risk and should be insured by them against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork, film etc which has been in his custody for twelve months from its publication.
- For the purposes of these conditions Advertisers shall refer to the Advertiser or his agent whichever is the Principal. 'Advertisement' shall refer to standard entries and chargeable displays.

- For 'Data Rental', the Advertiser's e-mail campaign must be broadcast within 30 days from date of signed order confirmation; except for campaigns
- Once signed it is not possible to cancel the contract without full agreement in writing from the Publisher. If agreed, cancellation terms are the following: All cancellations must be received in writing 30 days prior to publication. Campaign (series) bookings are subject to a 50% cancellation fee + 10% administration charge on the total campaign value.

- These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.

- All cancellations must be submitted to:
 creditcontrol@mashmedia.net
in order to be authorized.

Data Licensing Terms and Conditions

Intellectual Property Rights

The Customer acknowledges the Intellectual Property Rights of the Mash Media Group in relation to the Licensed Data and shall not acquire or be deemed to acquire under this Agreement any rights in relation thereto or any other property or rights belonging to the Company (including without limitation, copyright, logos, trademarks, service marks or get-up) other than as expressly granted and licensed hereunder.

The Customer shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by the Mash Media Group of any rights in the Licensed Data.

The Customer hereby undertakes to keep secure and confidential the Licensed Data and only to allow those employees access to the Licensed Data as is necessary for the performance of the Permitted Uses. The Customer shall not to disclose, sell or lend the Licensed Data to any third parties.

The Customer hereby indemnifies and shall keep indemnified the Mash Media Group for any and all loss, costs, liabilities and expenses as may be incurred by the Mash Media Group directly or indirectly because of a breach of this Clause by the Customer.

The Customer hereby indemnifies and shall keep indemnified the Mash Media Group for any and all loss, costs, liabilities and expenses as may be incurred by the Mash Media Group directly or indirectly because of any misuse of the Licensed Data or any part thereof or any other derivative work in which the Mash Media Group has Intellectual Property Rights, by any Permitted Sub-contractors.

Over-Usage

In the event that the Customer is in breach of the terms of a Single Use License or Multi-Use License, the Mash Media Group shall be entitled to apply their Standard Rates to any uses of the Licensed Data or any other material or derivative work in which the Company has Intellectual Property Rights and invoice the Customer accordingly.

Limitation of Liability

Nothing in this Agreement shall exclude or in any way limit the Mash Media Group's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this but including any liability arising under any indemnity under this Agreement: Mash Media Group's maximum aggregate liability under or in connection with this Agreement, whether in contractor delict (including negligence) or otherwise, will in, no circumstances, exceed the Charges; and

Mash Media Group will not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by delict or tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

These Terms state the full extent of the Mash Media Group's obligations and liabilities in respect of the performance under the Agreement. The parties agree that any condition, warranty representation or other term concerning the performance under the Agreement which might otherwise be implied into or incorporated in this Agreement, whether by statute,

common law or otherwise, is excluded to the maximum extent permitted by law.

Mash Media Group shall not be liable in contract or otherwise for any economic, indirect or consequential loss or damage sustained by the Customer or others directly or indirectly making use of the Licensed Data including but not limited to any economic, indirect or consequential loss or damage resulting as a consequence of any defects or inaccuracies or errors in the Licensed Data.

Where the Licensed Data is deliverable in batches, Mash Media Group shall use its reasonable endeavours to remind the Customer of any Licensed Data which has not been requested for delivery within a License Period, however ultimate responsibility for delivery within the License Period will remain with the Customer and no refund shall be made in the event that the Customer fails to take delivery of the Licensed Data or any part thereof.

Mash Media Group will not give any refund to the Customer in the event that the Customer has under used the Licensed Data in accordance with the Customer's Single Use License or Multi-Use License.



Mash Media