

## ADVERTISING TERMS AND CONDITIONS

By placing an Insertion Order for advertising on a Web site or in an email of Artwork Media, or any of its subsidiaries or affiliates (collectively, "Artwork Media"), ("Advertiser" or its agency as the "Signing Party") agrees to the following terms and conditions with respect to such advertising (collectively, "Terms").

**1. Insertion Order.** Artwork Media agrees to deliver, and Advertiser agrees to pay for, the services on the applicable Insertion Order ("IO") which IO is incorporated herein by this reference (collectively, "Services"), according to rates specified on the IO and subject to these Terms.

**2. Cancellation.** Advertiser may cancel a booking with fifteen (15) days' prior written notice ("Notice Period"). Any bookings cancelled inside fifteen (15) days will be 100% non-refundable. Cancellation notice must be sent via email to [customer\\_service@artworkmedia.com.au](mailto:customer_service@artworkmedia.com.au). Artwork Media will confirm cancellation by email.

**3. Ad Materials; Late Creative.** Artwork, copy, other content, active URLs and other components of the advertisement (collectively, "Ad Materials") must comply with Artwork Media criteria and specifications at [http://www.artworkmedia.com.au/display\\_ad\\_specifications.html](http://www.artworkmedia.com.au/display_ad_specifications.html) for its applicable Web site(s) (collectively, the "Policies"), as updated from time-to-time at Artwork Media's discretion. Ad Materials must be received at least five (5) business days prior to the scheduled start date or within the timeframe in the Policies for the applicable ad type if such timeframe is greater. If Ad Materials are not received within such timeframe, or if provided incorrectly or inconsistent with the Policies, then the booking cannot be guaranteed and Artwork Media's obligations will be reduced pro-rata for the period of time that reserved space was not filled without affecting Advertiser's financial responsibility for the booking period.

**4. Advertorial/Editorial Approval.** All Ad Materials are subject to Artwork Media approval. Artwork Media reserves the right, at any time, for any reason in its discretion, to reject, cancel or cease publication of any Ad Materials, space reservation, or position commitment without any liability.

**5. Payment Terms; Taxes.** If Artwork Media approves credit, Advertiser will be invoiced at the end of each month for amounts as per booking/subscription and payment shall be made to Artwork Media within fifteen (15) days from the date of invoice ("Due Date"). If the Advertiser fails to make timely payment, Advertiser will be responsible for all reasonable expenses (including legal fees) incurred by Artwork Media in collecting such amounts. Artwork Media reserves the right to suspend credit and/or performance of its obligations if Advertiser fails to make timely payment.

Subscription fees are exclusive of all taxes. Advertiser shall be responsible for payment of all taxes, duties and similar charges assessed in connection with the Services or on any payments made by Advertiser hereunder, excluding taxes on Artwork Media's net income. If agency is the Signing Party placing a booking for the benefit of its client, then agency is responsible for all payments hereunder regardless of whether it has received payment from its client, however Artwork Media reserves the right to hold agency and its client jointly and severally liable for all payments.

All Advertorial Packs and monthly subscriptions must be paid for via a direct debit agreement with Artwork Media.

**6. Warranties; Indemnity.** Advertiser hereby represents and warrants to Artwork Media that Advertiser has the right to publish the Ad Materials in the form delivered and manner published without infringing or violating the rights of any third party or violation of any law, rule or regulation. Advertiser agrees, at its own expense, to indemnify, defend and hold harmless Artwork Media, its employees, officers, directors, representatives, agents and affiliates, against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs, expenses and losses of any kind (including reasonable attorneys' fees and costs) arising out of or related to (a) the publication of any advertisement hereunder, (b) the Ad Materials or any matter or thing contained in any advertisement, and/or (c) any material of Advertiser in which users can link through any advertisement (including but not limited to, claims of trademark or copyright infringement, libel, defamation, breach of confidentiality, privacy or data protection violation, false, deceptive or misleading advertising or sales practices). If agency is the Signing Party placing an IO for the benefit of its client, then client and agency shall each be considered the Advertiser for purposes of this section, and agency, by signing below, represents and warrants that it has the authority, as agent, to bind its client to these Terms and the IO. ARTWORK MEDIA MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ITS WEB SITES OR SERVICES TO BE DELIVERED HEREUNDER AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED ON AN AS IS BASIS WITHOUT GUARANTEE.

**7. Limitation of Liability.** ARTWORK MEDIA SHALL NOT BE LIABLE TO ADVERTISER, ITS AGENCY OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY IO FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT ARTWORK MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ARTWORK MEDIA' LIABILITY UNDER OR IN RELATION TO THESE TERMS OR ANY IO EXCEED THE FEES ACTUALLY PAID TO ARTWORK MEDIA FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.

**8. Miscellaneous.** Artwork Media shall not be liable to Advertiser or its agency for delay or default in the performance of or completion of Services under the IO or these Terms, if caused by conditions beyond its control, including but not limited to, any act of God, governmental authority, or war, terrorist act, riot, labour stoppage or slowdown, fire, flood, severe weather, earthquake, accident, telecommunications or network failures, failure of the Internet, or electrical outages. These Terms, together with the IO, shall be governed and construed in accordance with the laws of the state of New York, without regard to its conflicts of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Victoria, Australia with respect to any legal proceeding arising out of the IO or Terms, waiving all defences with respect to jurisdiction, forum and venue. These Terms and the IO are the complete and exclusive agreement between the parties with respect to the subject matter and supersede any prior or contemporaneous agreements, negotiations and communications, whether written or oral, between the parties regarding such subject matter.

The Terms and IO may only be modified, or any rights under it waived, by a written document executed by both parties. Artwork Media will not be bound by any terms or conditions, printed or otherwise, appearing on any purchase order, copy instructions, contract or other documents submitted by Advertiser or its agency, or expressed orally. To the extent of any conflict, these Terms shall prevail over the IO and Policies.

**8. Miscellaneous. (cont.)** These Terms and the IO are specifically between and for the benefit of Artwork Media and Advertiser, and no other person or entity whatsoever (including without limitation, Advertiser's agency) shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of these Terms or the IO as a third party beneficiary or otherwise. All obligations and liabilities which by their nature are intended to survive shall survive termination or expiration of these Terms and the IO for any reason. The IO and Terms may be executed in multiple counterparts and by facsimile, each of which, when so executed, shall be deemed to be an original copy hereof, and all such counterparts together shall constitute one single agreement.

Acknowledged and agreed: Agency, by signing below, represents that it has the authority to bind the advertiser to these Terms and the IO.

SIGNING PARTY:

**ADVERTISER or AGENCY**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(include name of Advertiser or agency)

Date: \_\_\_\_\_

**ARTWORK MEDIA**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_