

## ADVERTISING TERMS & CONDITIONS

These terms and conditions (the “**Conditions**”) shall apply to all orders made with the Publisher (as defined below) for the publication of Advertisements supplied by or on behalf of the Advertiser, unless otherwise specifically agreed in writing by the Publisher. Any conditions stipulated on an order form or elsewhere by the Advertiser shall be void in so far as they are inconsistent with these Conditions.

### 1. DEFINITIONS IN THESE CONDITIONS

“**Advertisement**” means matters to be printed on the page in a Publication and/or as the case may be inserted in a Digital Product and/or Inserts;

“**Advertiser**” means the person placing with the Publisher the order for insertion of the Advertisement, which expression shall include any advertising agency or independent media buyer involved in placing the Advertisement;

“**Billed by Actuals**” means billing by Publisher based on the number of impressions delivered;

“**Billed by Booked**” means billing by Publisher based on the booked number of impressions;

“**Billing Profile**” means Billed by Booked or Billed by Actuals as set out in the OA or as otherwise agreed by the Advertiser and Publisher in writing (email shall suffice);

“**Copy**” means all material provided by or on behalf of an Advertiser with the intention of that material appearing in an Advertisement;

“**Digital Product**” means websites, mobile websites and all other digital applications and platforms;

“**Inserts**” means printed advertising and promotional material to be sent out within the Publisher’s print Publications, such as printed leaflets, printed coupons, printed catalogues and/or a fragrance or beauty product sachets;

“**OA**” means the Order Acknowledgement form issued by the Publisher, or other written confirmation of an Advertiser’s order for the placing of an Advertisement;

“**Publication**” means a print or digital edition of a periodical in whatever format (including but not limited to any regular or occasional supplement);

“**Publisher**” means TI Media Limited and/or its subsidiaries or associates including European Magazines Limited, but excluding Collective Europe Limited;

“**Rate Card**” means the Publisher’s current scale of charges for Advertisements in effect for the time being.

### 2. PLACING OF ADVERTISEMENTS

2.1 All orders for the placing of an Advertisement are subject to these Conditions, and the contract between the Advertiser and the Publisher comes into existence when the Publisher accepts the Advertiser’s order by the issuing of an OA. The Advertiser contracts with the Publisher as a principal notwithstanding that the Advertiser may be acting directly or indirectly for another party as an advertising agent or media buyer or in some other representative capacity. Any other terms or conditions which the Advertiser may seek to impose are expressly excluded.

2.2 These Conditions shall apply to each OA for the insertion of an Advertisement in a Publication or Digital Product.

2.3 It is the responsibility of the Advertiser to issue at the time of booking, an order specifying all Advertisement or Insert requirements, the order number, publication, insertion date, size/description, rate, agency commission, address, telephone and fax numbers and agency/Advertiser contact name. Where orders are placed by an advertising agent, these are accepted only on the condition that a full disclosure has been made to the Publisher as to the identity of the client on whose behalf the space has been booked.

2.4 If it is intended to include a competition or a special offer of merchandise in an Advertisement, other than that normally associated with the advertised product, full details must be submitted at the time of booking.

2.5 Copy provided for Advertisements in Publications must be supplied as a PDF, and must be in accordance with the individual Publication requirements. Profiles, specifications, sizes and contact details are shown at

<http://specle.net/uk/ti-media>. Required specifications for PDF creation can be downloaded from [www.pass4press.co.uk](http://www.pass4press.co.uk). If an accurate, validated hard copy proof is not supplied the Publisher cannot be held responsible in relation to the subsequent reproduction of the Advertisement in a Publication. Copy must be received by the Publisher no later than the date specified in the OA, or as otherwise required by the Publication.

- 2.6 Copy for Digital Products must conform to the requirements (including the manner of transmission, and technical specifications) which are set out at <http://specle.net/uk/ti-media> unless the Publisher notifies the Advertiser of other

specific requirements for an order, which will be as set out in the OA. All Copy material whether GIF, third party served creative, tags, rich media creative or otherwise must be received by the Publisher no later than midday 72 hours prior to the planned date of publication (unless otherwise specified in the OA).

- 2.7 The Publisher will not be required to publish any Advertisement that has not been received in compliance with the requirements set out in Conditions 2.5 and 2.6 above and any additional work incurred by the Publisher to enable compliance will be charged for.
- 2.8 The Publisher may where necessary stipulate special charges and conditions for split runs or other special requirements.
- 2.9 The Advertiser acknowledges that the Publisher does not undertake a review of any Advertisement, and to the extent that it does review any Advertisement this does not constitute any acceptance by the Publisher of any liability, or waiver of any of its rights under the warranties given in Condition 3 below.
- 2.10 The Publisher reserves the right to refuse Advertisements that in the sole opinion of the Publisher are similar in any way to the editorial style and / or appearance of any Publisher publication or format.
- 2.11 The Publisher will not give exclusivity to any Advertiser.

### **3. WARRANTIES**

3.1 The Advertiser warrants that:

- 3.1.1 The Copy submitted to the Publisher and/or the reproduction and/or publication of the Advertisement by the Publisher as submitted or as amended shall:
  - 3.1.2 not breach any contract or infringe or violate any intellectual property rights including without limitation copyright, trade mark (whether registered or not) or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever;
  - 3.1.3 at all times comply with the British Code of Advertising, Sales Promotion and Direct Marketing including but not limited to ensuring that such material is legal, decent, honest, truthful, accurate, complete and true and complies with all other relevant codes under the general supervision of the Advertising Standards Authority;
  - 3.1.4 at all times comply with the requirements of all relevant legislation (including subordinate legislation, rules of statutorily recognised regulatory authorities and the law of the European Union) for the time being in force or applicable in the United Kingdom;
  - 3.1.5 shall not be, defamatory, obscene, offensive, abusive, threatening, menacing, harassing, indecent or in breach of confidence, copyright, privacy or any other rights; and
  - 3.1.6 where such Copy is submitted electronically, be free of all software viruses or software routines which may or are designed to permit unauthorised access or harm to software, hardware or data.
- 3.2 In respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any copy by which any living person is or can be identified the Advertiser has obtained the authority of such living person to make such use of such name, representation and/or copy as made in the said Advertisement.
- 3.3 In relation to any Advertisement relating to financial products, the Advertiser is, or its contents have been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or it must be approved by a Financial Conduct Authority (“FCA”) authorised person as complying with the FCA's rules.
- 3.4 At all times shall comply with the Trade Descriptions Act of 1968 and Consumer Protection from Unfair Trading Regulations 2008(including any modifications), consumer protection legislation and any other relevant legislation.
- 3.5 Where the Advertiser is an advertising agency it is authorised by its client to place the Advertisement with the Publisher.

### **4. INDEMNITY**

- 4.1 The Advertiser will indemnify the Publisher against:

- 4.1.1 any costs, damages or other charges falling upon the Publisher as a result of any claim against the Publisher arising from the publication of an Advertisement in accordance with these Conditions;
- 4.1.2 any claim made by any client of an Advertiser who is an advertising agency arising from the publication of an Advertisement placed by such an advertising agency; and/or
- 4.1.3 all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these Conditions or implied by law.
- 4.2 The Advertiser shall ensure insurance policies that it maintains adequate liability insurance coverage of a minimum of £5,000,000, and shall supply a copy of the policy to the Publisher on request.

## **5. PUBLISHER'S RIGHTS**

- 5.1 The Publisher may, without derogation from the warranties contained in Condition 3, refuse or require to be amended any Copy for or relating to an Advertisement so as:
  - 5.1.1 to comply with the legal and moral obligations placed on the Publisher or Advertiser; or
  - 5.1.2 to avoid infringing a third party's rights, the British Code of Advertising Sales Promotion and Direct Marketing and all other codes under the general supervision of the Advertising Standards Authority; or
  - 5.1.3 to comply with the production and quality specifications stipulated or referred to in Condition 2.
- 5.2 The Publisher has the right at its discretion to decline to publish, or to omit, suspend or change the position of, any Advertisement otherwise accepted for insertion. However the Publisher will use reasonable efforts to comply with the wishes of the Advertiser although it does not warrant the date of insertion, the wording or the quality of the colour or mono reproduction of the Advertisement. The Advertiser acknowledges that digital editions of a Publication may not include all Advertisements which appear in a print edition; this is more specifically referred to in the OA.
- 5.3 The Publisher has the right to change its scale of advertisement rates at any time.

## **6. CANCELLATION AND MODIFICATION**

- 6.1 If the Publisher considers it necessary to modify the space or alter the date or position of any Advertisement or Insert or to make any other alteration, the Advertiser shall have the right to cancel if the alterations requested are unacceptable unless such changes are due to any emergency or circumstances beyond the Publisher's control. Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to a third party, sub-contractors or inaccurate copy instructions.
- 6.2 The Publisher reserves the right to refuse an order, its cancellation or transfer unless any such request is received in writing: for Advertisements in Publications not less than 8 weeks prior to the date by which Copy should be received under Condition 2.5; and 14 days prior to the date they are due to go live for Advertisements in Digital Products. The Publisher reserves the right to charge the full rate agreed for insertion for the cancellation of any Advertisement placed by the Advertiser which does not comply with these requirements. Any bookings made within the cancellation periods set out in this Condition 6.2 cannot subsequently be cancelled.

## **7. SPECIAL PROVISIONS FOR ADVERTISEMENTS IN DIGITAL PRODUCTS**

- 7.1 The Publisher reserves the right to charge in full for any work undertaken internally, or commissioned to a third party, to cover any costs or losses incurred by it which are caused by cancellations of Advertisements in Digital Products.
- 7.2 The Advertiser agrees that the Publisher's advertisement server figures will be used to measure the delivery quantities specified in the OA.
- 7.3 The Advertiser agrees that the Publisher's delivery obligations specified in the OA will not bind the Publisher if Copy is not provided by the Advertiser on time and according to specification. In these circumstances a campaign may commence late, but the period for delivery set out in the OA will not be extended unless otherwise agreed by the Publisher.
- 7.4 The Advertiser acknowledges that, unless otherwise expressly agreed, the Publisher makes no guarantees in relation to usage statistics or quantities of impressions delivered for any Advertisement. The target figures for usage or quantities of impressions are set out in the OA. In respect of campaigns invoiced on a Bill by Booked basis, if the Publisher's delivery is within plus or minus 10% of the quantity specified in the OA, as measured in accordance with Condition 7.2, the Advertiser agrees that the order is fulfilled and will be

invoiced and paid in accordance with the quantity specified in the OA. Where delivery is outside the stated percentage an investigation between the Publisher and the Advertiser will take place.

- 7.5 The Publisher and the Advertiser agree that where campaigns are booked to run for more than one calendar month, the Publisher shall be entitled to raise interim invoices on a monthly basis through the campaign period. Where the Billing Profile for a campaign is: (i) Bill by Booked, the value of such interim invoices shall prorate the total value set out in the OA based on time apportionment; or (ii) Bill by Actuals, the value of such interim invoices shall be calculated based on delivery by the Publisher against the targeted impressions set out in the OA, as measured in accordance with Condition 7.2.
- 7.6 The Advertiser agrees that whilst the Publisher will use reasonable endeavours to deliver the Advertisement evenly over the period agreed in the OA, the Publisher may discontinue the display of advertisements prior to the end of the campaign period specified in the OA if the Publisher's delivery obligation has been fulfilled.
- 7.7 The Advertiser may deliver Advertisements through a third party advertisement serving system (on the Publisher's websites where such an option is available). Where the Advertiser uses a third party server to serve Advertisements to the Publisher's Digital Products the Publisher will have no liability and the Advertiser will hold only that third party server (and not the Publisher) liable for the failure to publish any Advertisement or fulfil delivery as provided in the OA or any other loss of any kind suffered by the Advertiser where those failures or losses are due to or arise out of or in connection with any act or omission of the third party server; and the Publisher reserves the right to terminate at the Publisher's sole discretion the right of the third party advertisement server to serve the Advertiser's Advertisements to the Publisher's websites.
- 7.8 The Advertiser is solely responsible for any third party advertisement serving costs.
- 7.9 By agreement with the Advertiser certain advertising campaigns may include delivery by use of third party Digital Products and use of third party technology to serve, target and trade Advertisements. The requirements and functionality of any such Advertisements will be set out in the OA. The Advertiser acknowledges that this will involve the sub-contracting by Publisher of certain obligations to third parties, and agrees that these Conditions shall apply in the same way to the delivery and functionality of such Advertisements on third party Digital Products, as they do to delivery and functionality on Publisher's Digital Products, including all limitations of liability as set out below.
- 7.10 For any Advertisements including a facility to redirect users to the Advertiser's own, or a third party website, the Advertiser shall ensure that the Advertisement contains (i) the link to that website, and (ii) an obvious link to the privacy policy relating to that website.
- 7.11 The Advertiser represents and warrants that it shall only drop or use a cookie or any other tracking device, beacon, floodlight or other technological device or similar technology (each, a "Cookie") on the device of any user to whom such Advertisement is served, provided that: (a) the Advertiser complies with all applicable laws and regulations and all user preferences of which it is aware or should be aware, and shall not cause the Publisher to be in breach of any applicable laws, regulations and preferences; (b) the Cookie is dropped or used only for the purposes of displaying advertising or analysing impressions, campaign performances and click-through rates, and not for any other purposes (including targeting or retargeting users); and (c) the Advertiser will not disclose the data collected through any such Cookie to any third parties, or combine it with any information collected from other sources (including for the purpose of building user profiles).
- 7.12 If the Advertisement weights are excessive due to complexity, there will be an additional charge.

## **8. SPECIAL PROVISIONS FOR INSERTS**

- 8.1 The Advertiser shall supply to the Publisher representative samples of Inserts for Publisher's approval, and the Publisher shall have absolute discretion in deciding whether or not to accept the proposed Inserts.
- 8.2 All samples must be produced to the size and paper weight set out in the OA and must be supplied a minimum of 8 weeks prior to the delivery date (as set out in the OA).
- 8.3 Where supplied Inserts differ from the sample copies previously approved for insertion and distribution by the Publisher, the Publisher reserves the right to refuse insertion and charge in full. The Publisher shall not be liable to the Advertiser for any non-insertion.
- 8.4 Where the Advertiser has undertaken to supply Inserts which have been accepted and approved by the Publisher, the Publisher reserves the right to charge the full rate agreed for insertion if they fail to arrive at the agreed time, place or in a suitable condition for insertion as set out in delivery and packing instructions.

8.5 invoiced and paid in accordance with the quantity specified in the OA. Where delivery is outside the stated percentage All final print volumes of Inserts should be confirmed by Advertiser at time of booking, before printing the Inserts and prior to delivery. The Publisher is not responsible for print run drops. It is likely that these will change between the time

of optioning and booking. Again, the publisher will not be held responsible and strongly recommends inserts should not be printed based on optioned volumes.

- 8.6 A minimum of 1% overs for making ready and wastage purposes must be supplied for each Insert booking. The Publisher, its warehouse(s) and suppliers cannot guarantee maximum insertion levels if overs are not supplied as instructed.
- 8.7 Inserts must be delivered on the date specified on the OA. The Publisher will not accept early deliveries unless agreed in writing with the Publisher. Early deliveries will incur additional storage charges. Any change on a delivery date must be agreed in writing directly between the Publisher and the Advertiser and the Publisher will not be liable for any consequences as a result of any arrangement between the Advertiser and print sites.
- 8.8 The Advertiser shall be responsible for the costs and expenses of delivering the Inserts to the Publisher's warehouse(s).
- 8.9 The Advertiser will make every effort to ensure that, subject to Condition 8.5 above, only the number of Inserts agreed within the OA will be delivered to the Publisher. Any deliveries in excess of those agreed will incur additional storage charges.
- 8.10 The Advertiser will ensure that the Inserts are packaged in accordance with the Publisher's delivery and packing instructions as set out in the OA.
- 8.11 Inserts are coded for regional insertion and distribution, the Advertiser must ensure that this data is supplied at the time of booking. Failure to do so may affect the distribution of Inserts, for which the Publisher cannot be held liable.
- 8.12 All regional bookings will be invoiced based on volume distributed so the Advertiser must ensure correct coding data is supplied at time of booking.
- 8.13 The Publisher will inform the Advertiser of any overs following distribution of the Inserts. The Advertiser must respond with written confirmation as to whether these overs are to be collected, destroyed or re-booked within 1 week of notification. Overs will be destroyed by the Publisher's warehouse(s) and suppliers if instructions are not received in accordance with this Condition. The Publisher is not responsible for overs and any associated print costs.
- 8.14 In the event of under or non-delivery of Inserts, the Advertiser will be charged in full for the original booked volume as set out in the OA at the negotiated rate.
- 8.15 In the event that the Advertiser delivers to the Publisher more than the number of Inserts specified in the OA and the Publisher distributes such additional Inserts the Advertiser agrees that it will pay for the distribution of those additional Inserts at the same gross rate per thousand as agreed in the OA. The Publisher's dispatch count, referred to as a Certificate of Insertion, will be conclusive evidence of the number of Inserts distributed.
- 8.16 Marketing activity will take precedent over Insert activity. The Publisher will inform the Advertiser when / if this situation arises and will work with the Advertiser to place their inserts in alternative titles or issues.
- 8.17 The Publisher is not liable to cover any of the advertiser's costs including media costs, print and delivery compensation as the result of overs, print run fluctuation, marketing activity or in any instance of the inserts moving into another title / issue.
- 8.18 All rates are subject to review at the Publisher's discretion as production and postage may vary from issue to issue. Rates for subscription copies may differ from previously agreed rates on an issue by issue basis due to weight fluctuations.

## 9. PAYMENT

### 9.1 General

- 9.1.1 Credit accounts must be settled in accordance with the terms shown on the OA and invoice, which are strictly net i.e. not subject to an early settlement discount (the "**Payment Date**"). If payment is not received by the Payment Date the Publisher reserves the right to make a surcharge at the rate of 3% per month above the base rate of National Westminster Plc in the United Kingdom for the period for which the payment is overdue. Further and in addition should any monies become outstanding (the "**Balance**") then all invoices raised whether at the Payment Date or subsequently by the Publisher in respect of all accounts held by the Advertiser (the "**Entire Sums**") shall immediately become due and payable to the Publisher without formal demand. Any indulgence or delay on the part of the Publisher to claim payment of the Balance of the Entire Sums shall not be construed as a waiver on the part of the Publisher. The

Publisher reserves the right to impose a surcharge at the rate of 3% per month on the Entire Sums commencing with the Payment Date.

- 9.1.2 Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press in the case of Publications or the next booking in the case of Advertisements for Digital Products, and in the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue to order at the revised advertisement rate.
- 9.1.3 All gross advertising rates are subject to a 0.1% Advertising Standards Board of Finance surcharge, payable by Advertisers. When OA are placed by advertising agents, the agent will be responsible for collecting and paying these surcharges. Where direct advertising is placed the Publisher will collect the surcharge and transmit the same to the Advertising Standards Board of Finance.
- 9.1.4 If the Advertiser cancels the balance of a contract except in the circumstances stated in Condition 6.1 any discount will be surcharged and immediately payable. The Publisher reserves the right to surcharge in the event of a series of insertions not being completed within the contractual period.
- 9.1.5 Advertising agencies not recognised by the Publisher and Advertisers placing business direct and who do not have a trading history with the Publisher must ensure that the account is pre-paid two weeks prior to the date by which Copy is to be received as stated in Conditions 2.5. and 2.6 above for each Advertisement.
- 9.1.6 The Publisher may be prepared to provide account facilities to an advertising agency not recognised by the Publisher or a direct Advertiser once the Advertiser has pre-paid and demonstrated to Publisher's satisfaction a good payment record. Any credit will only be granted after obtaining a satisfactory credit reference agency clearance and individuals hereby consent to the Publisher making appropriate searches.
- 9.1.7 Advertising agencies recognised by the Professional Publishers Association may be allowed by the Publisher up to 15% commission on quoted rates as appropriate provided payment is made by the due date and all other requirements are strictly complied with.
- 9.1.8 Charges will be made to the Advertiser or his agent where costs have been incurred by the Publisher for extra production work. These charges will be at the current scale agreed between the Publisher and the printer or service provider.
- 9.1.9 The Publisher reserves the right to impose a 1% surcharge on all mail order Advertising and to request completion of the Advertiser's undertaking.
- 9.1.10 The Publisher will not accept the lack of an order number as a valid reason for non-payment.
- 9.1.11 The Publisher reserves the right to request mail order Advertisers to complete an 'Advertisers Undertaking'. This is available on request from the Publisher. Further, the Publisher has the right to request a credit search on the Advertiser in order to determine whether to continue with the Advertiser's order.

## 9.2 **Special Payment Provisions for Digital Products**

- 9.2.1 Except where Condition 9.1.4 applies, invoices will be submitted monthly.

## 10. **LIMITATION OF LIABILITY**

- 10.1 It is the responsibility of the Advertiser to check the correctness of the Advertisement (and of each insertion of the Advertisement if more than one). The Publisher assumes no responsibility for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately after the error has been brought to the attention of the Advertiser.
- 10.2 Whilst the Publisher will use reasonable care and skill in the publishing of an Advertisement, the Publisher shall only be liable for its failure to publish the Advertisement in the manner provided for in the OA as follows, and this shall be the limit of its liability to the Advertiser: (i) to publish the Advertisement (or a replacement supplied by the Advertiser) as soon as reasonably possible, or at the Publisher's discretion (ii) to refund (or where appropriate credit) such amounts as relate to Advertisements which were not published or, in the case of Digital Products, for which impressions were not provided.
- 10.3 The Publisher will not under any circumstances, except in respect of personal injury or death caused by the negligence of the Publisher, be liable to the Advertiser by reason of any representation or implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions for (i) any damage to or loss of

property or equipment, economic loss or damage, damage to or loss of data, profits, or business revenue, anticipated savings, business, goodwill and/or the incurring of liability or loss or damage of any nature whatsoever suffered by Advertisers or third parties (including in each case incidental and/or punitive damages); or (ii) any indirect, special or consequential loss or damage (even if the Publisher is advised in advance of the possibility of any such losses and/or damages).

- 10.4 Any other matter or complaint, claim or query whether in relation to the Advertisement or an invoice must be raised by the Advertiser in writing within 7 days following (i) for Publications, of the on-sale date of the Publication in which the Advertisement appears or on the date on which it is claimed the Advertisement should have appeared or (ii) for Digital Products, the date the Advertisement first appears. Any such complaint, claim or query shall not affect the liability of the Advertiser for payment by the due time of the Publisher's charges for that and all other Advertisements, and the Publisher's liability is limited as set out in Condition 10.2 above.
- 10.5 There is no obligation on the Publisher to supply voucher copies or tear sheets or, for Digital Product advertising, campaign statistics or screen grabs and their absence shall not affect the Advertiser's liability for the agreed charge.
- 10.6 While all reasonable endeavours will be made as soon as possible after receipt by the Publisher of any replies to forward those replies to the Advertiser or as it may direct to Box numbers or email addresses, the Publisher accepts no responsibility in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.
- 10.7 The Publisher will not be liable for any loss of copy, artwork, photographs, banner advertisements, interstitials or microsites, images, sound files and animations or other materials, which the Advertiser warrants that it has retained in sufficient quality and quantity for whatever purpose.
- 10.8 Should the Publisher omit or suspend an Advertisement on the grounds that the Advertiser has failed to disclose the identity of his client or the products/services on offer, no claim on the part of the Advertiser for damages or breach of contract will arise.

## **11. GENERAL**

- 11.1 No waiver or indulgence by the Publisher shall be effective save in relation to the matter in which it is specifically given.
- 11.2 Where the Publisher provides a reader enquiry service for the benefit of its readers, it shall not be contractually bound to pass such enquiries to the Advertiser. The Publisher will not be liable for any cost incurred as a result of increased demand for its publicity materials, and accepts no liability for postal delays, loss or damage to address labels in transit.
- 11.3 The Publisher and the Advertiser warrant that they will duly observe all their obligations under Regulation 2016/679 (the "GDPR") and any laws implementing it (as applicable) which may arise in connection with this Agreement.
- 11.4 The Publisher and the Advertiser warrant that they will duly observe all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010.

## **12. SEVERANCE**

- 12.1 If any provision of the Conditions is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable the Publisher has the right to amend that provision in such reasonable manner as to achieve the intention of the parties or at the discretion of the Publisher, it may be severed from the Agreement between the Publisher and the Advertiser and in any event the remaining provisions of these Conditions shall remain in full force and effect unless the Publisher at the Publisher's discretion decides that the effect of such declaration will defeat the original intention of the parties in which event the Publisher shall be entitled to terminate the Agreement between the Publisher and the Advertiser by 10 days' notice to the Advertiser.

## **13. JURISDICTION**

The Agreement which incorporates these Conditions shall be construed under and governed by the law of the parties submit to the exclusive jurisdiction of the English Courts.

**14. BRAND SAFETY**

If the Advertiser requires specific exclusion of the Advertisement from certain content or has a keyword exclusion list, these requirements must be raised at the time of booking the campaign and agreed by the Publisher. The Publisher shall, at its discretion, use 3rd party brand safety blocking tools to prevent misplacement of the Advertisement. In the event of misplacement, the Advertisement will be paused at the request of the Advertiser. The Publisher will endeavour to respond to all take down requests within 24 hours during business hours (9.30am-5.30pm weekdays).