

## Advertiser Terms & Conditions for Online Advertising Contracts

### 1. TERMS & CONDITIONS ATTACHING TO ONLINE ADVERTISING CONTRACTS

All online advertising orders are subject to these terms and conditions (these 'Conditions') which shall apply to the exclusion of all other terms and conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by the Publisher. Any other terms or conditions sought to be imposed by the Advertiser are expressly excluded.

#### DEFINITIONS

In these Conditions attaching to Online Advertising Contracts:

'Publisher' means Educational Life C.I.C;

'Advertiser' means the person booking the advertising space including advertising agents and independent media buyers. Advertising agents and independent media buyers shall for the purpose of these Conditions act as principals on their own behalf for all purposes connected herewith;

'Rate Card' means the Publisher's current scale of charges for advertisements, a current copy of which may be obtained from the Publisher;

'Contract' means a legally binding booking accepted by the Publisher in accordance with Condition 2 for publication of an Advertisement;

'Approved Digital Assets' means all material provided by an Advertiser with the intention that such material should appear on the Publisher's online property;

'Advertisement' means advertising messages to be displayed on a website, email or otherwise.

'Cancellation of a Contract' means cancellation of either all or part of the remaining unperformed part of the Contract unless the context of the relevant condition makes it clear that cancellation of only a specific insertion(s) is referred to.

#### SUBMISSION AND PUBLICATION OF ADVERTISEMENTS

- 1, The issue of a Rate Card does not constitute an offer by the Publisher to contract. A Contract is made only by the Publisher's acceptance of the Advertiser's order as effected by the Publisher issuing and receiving a valid insertion order and/or PO number.

2, Advertisement rates are subject to revision at any time and the price prevailing at the time the Contract is made binds the Publisher only in respect of the agreed booking as confirmed by the Publisher's Acknowledgement of Order Form.

3, All orders are accepted subject to acceptance of Approved Digital Assets by the Publisher and if it is intended to include in an Advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details of such competitions or special offers must be submitted by the Advertiser in writing at the time the order is negotiated.

4, It is the Advertiser's responsibility to check the accuracy of the Advertisement. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, codes of practice and is not an infringement of any other party's rights. The Advertiser hereby grants a world-wide non-exclusive, fully paid licence to reproduce and display the Advertisement (including all contents, trade marks and brand features contained therein). The Advertiser will indemnify the Publisher fully for all costs, expenses, damages or liability whatsoever (including legal costs and awards ordered against the Publisher) in respect of any claim made against the Publisher arising from the Advertisement or its publication or as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law.

5, The Advertiser warrants that all Approved Digital Assets submitted to the Publisher (and any linked website) is legal, truthful, honest and decent and otherwise complies with the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant and applicable codes, guidance or regulations under the remit of the Advertising Standards Authority.

6, The Publisher reserves the right in its absolute discretion to require the Advertiser to amend any artwork, materials or Approved Digital Assets for and relating to any Advertisement or to cancel any Contract or to omit or suspend an Advertisement (for example if it is libelous, unlawful, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or its servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the space reserved for the Advertisement in full notwithstanding that the Advertisement has not appeared. Such cancellation, omission or suspension shall be notified to the Advertiser as soon as reasonably possible.

7, All contents of Advertisements are subject to the Publisher's approval. The Publisher does not undertake to review the contents of any Advertisement and any such review of and/or approval by the Publisher will not be deemed to constitute an acceptance by the Publisher that such Advertisement is provided in accordance with these Conditions nor will it constitute a waiver of the Publisher's rights hereunder. The Publisher reserves the right at any time in its absolute discretion to

7.1 Reject or cancel any Advertisement, Order, URL link, space reservation or position commitment; or

7.2 Remove any Advertisement from any of the Publisher's properties or any page.

8. Except as otherwise expressly provided, positioning of Advertisements within the Publisher's properties or on any page is at the sole discretion of the Publisher, and the Publisher will not be prohibited from also carrying Advertisements for any product or business competitive to the product or business of the Advertiser.

9. The Publisher does not warrant the date or dates of insertion of the Advertisement(s) and does not warrant that the Advertisement(s) will not be displayed after the end date specified. However, the Publisher will use reasonable efforts to comply with the Advertiser's wishes in these regards.

10. The Advertiser warrants that any Advertisement in relation to any investment or financial promotion (as defined under the Financial Services and Markets Act 2000) has been approved by an authorised person within the meaning of the Act or the Advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001 or any other legislation subordinate to the Act.

11. Complaints from the Advertiser concerning mistakes or problems with the production on the website must be received in writing by the Publisher not more than 14 days after the first publication of the Advertisement, failing which the Advertisement shall be deemed to be accepted by the Advertiser. Complaints received after such time will not be entertained by the Publisher who shall have no liability in respect thereof.

## LIABILITY

12. The Publisher will exercise reasonable care and skill in the handling and publishing of the Advertisement but where the Advertisement is not published in the manner specified in the Contract (including failure to deliver the number of impressions provided in the Contract), whether through any failure (technical or otherwise) or negligent act or omission

on the part of the Publisher or any third party, the Publisher's liability will be limited (at the option of the Publisher) to either:

(a) publishing the Advertisement (or a replacement Advertisement if provided by the Advertiser) as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run and for such time as is necessary to generate a number of substitute impressions equal to the shortfall; or

(b) refund to the Advertiser that proportion of the amounts paid which relate to those Advertisements and/or impressions which were not provided or, if the relevant amounts were not paid by the Advertiser, agree that such amounts will not be due or payable.

The Publisher shall not be liable for any indirect, special or consequential loss or damage arising from any failure to publish an Advertisement as agreed with the Advertiser, including, but without limitation, any late or incorrect publication, any non-publication or inaccurate reproduction of the Advertisement, whether caused by the Publisher's error or negligence or by any reason whatsoever. The Publisher shall not be liable whatsoever in respect of any error or omission in respect of publishing the Advertisement which is not notified to the Publisher in writing within one month of the actual publication date of the Advertisement.

#### CANCELLATION

13. The Advertiser may cancel any Contract without cause eight weeks prior to the agreed date of publication of the Advertisement. Cancellation will be effective when written notice is received by the Publisher. The Publisher may cancel any Contract five working days prior to the agreed date of publication of the Advertisement.

14. If the Advertiser cancels any Contract in accordance with Condition 12, he/she relinquishes any right to that series discount (if any) to which he/she was previously entitled and Advertisements will be paid for at the appropriate rate. A new invoice will be issued for any surcharges relating to Advertisements that have already been invoiced at the discounted rate. The payment date for any previous invoices remains unaffected.

15. If the Advertiser fails to provide the Publisher with written notice of cancellation of the Advertisement by the relevant deadline, the Advertiser shall remain liable for payment of the Advertisement.

#### DIGITAL ASSET RECEIPT

16. Approved Digital Assets must be supplied by the Advertiser to the Publisher by the last day for receiving Approved Digital Assets as stated by the Publisher, failing this, the Publisher cannot guarantee that proofs

will be supplied or corrections made. Approved Digital Assets must be supplied to the Publisher in the following ways:

(a) complete and in specification creative must be provided no less than 2 working days prior to start date of the campaign;

(b) For custom sponsorship, bespoke ad formats and custom partnerships requiring development, each party will adhere to the agreed project management time lines for delivery of creative materials and the start date of the campaign. Advertiser assets for inclusion in content must be sent 5 working days prior to planned start date of campaign. For content pages and Publisher produced creatives, the Publisher offers a maximum of two changes between initial conception and publication. Any further changes will be charged additionally; and

(c) All ad creative/tags must be received by midday on the last working day prior to the deadlines set out at 17 (a) and (b). Any Advertisements received after this time will have impressions deducted on a daily basis from the booked total for each day the Advertisement is late. A day is measured from midday one day to midday the next. E.g. if an Advertisement is received at 1pm on the planned publication date, 2 days' penalty is measured.

Any Contract that needs to have start and/or end dates amended, will have up to 5 working days prior to the campaign start date to do so. When a campaign has started, the end date may not be moved forward unless agreed to by the Publisher.

If Approved Digital Assets instructions are not received by the last day for receiving Approved Digital Assets the Publisher reserves the right in its absolute discretion to repeat Advertiser's existing Approved Digital Assets in its possession where appropriate or where the Publisher does not hold any Approved Digital Assets to omit the Advertisement and to charge for the space reserved in accordance with Condition 7. For all Approved Digital Assets supplied, the Advertiser must adhere to the specification issued by the Publisher. In the event that the Advertiser's files do not comply with the specification, the Publisher reserves the right in its absolute discretion to reject the Approved Digital Assets and the Advertiser will be asked to re-supply. If, due to technical, time or other reasonable constraints, the Publisher has to repair or rectify the file, the Publisher may (at its discretion) notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect.

17. Approved Digital Assets supplied to the Publisher by electronic means must be free from software viruses or any other malicious computer code or corruption which will harm the Publisher's computer systems.

18. Advertiser's property, originals, artwork, type, mechanicals, positives etc. are held by the Publisher at the owner's risk and should be insured by the Advertiser against loss or damage from whatever cause. After performance of the Contract relating to such materials, the Advertiser shall be responsible for collecting all such materials which it requires from the Publisher's premises, failing which, the Publisher reserves the right to destroy all artwork, film, Approved Digital Assets or other materials which has been in its possession for more than three months and no liability shall be attached to the Publisher in respect of such destruction.

19. Advertisements will be published to the representation as provided by file (or other accepted medium) by the Advertiser and the Publisher shall not be liable for any lack of clarity or other error in representation that results from the representation of the Advertisement as it was provided by the Advertiser. Reasonable standard charges will be made to the Advertiser where production work of any kind is required to put the Advertisements in a form suitable for publication for any reason and at any stage. The Publisher will notify the Advertiser of such charges in writing upon receipt of advertising Approved Digital Assets.

#### DISCREPANCIES

20. Except as otherwise expressly agreed in the Contract, the Advertiser acknowledges that the Publisher has not made any guarantees with respect to usage statistics or levels of impressions for any Advertisement. The Publisher provides the Advertiser with estimated usage statistics only as a courtesy to the Advertiser and the Publisher will not be held liable for any claims relating to any usage statistics however supplied. The Advertiser acknowledges that delivery statistics provided by the Publisher are the official, definitive measurements of the Publisher's performance on any delivery obligations agreed in the Contract. The processes and technology used to generate such statistics have been certified and audited by an independent agency. No other measurements or usage statistics (including those of the Advertiser or a third party ad server) will be accepted by the Publisher or have bearing on this Agreement.

21. In the event that any guaranteed total impressions ('GTI') figure is not reached, the Publisher reserves the right to either refund a proportion of the fee, pro rata to the shortfall, or to extend the period the Advertisement is displayed until the GTI target is reached. In the event that the GTI figure is reached prior to the agreed period the Advertisement will be displayed, the Publisher shall give the Advertiser notice thereof and reserves the right to cease publication of the Advertisement.

22. If a discrepancy occurs between the number of booked creative types (as set out in the creative information section on the order) and actual delivery by the Publisher, through the under-delivery of advertising due to a default by the Publisher of its obligations under this agreement, a credit will only be given to the Advertiser when such under-delivery is:

(a) in excess of 5% (five percent) of the Advertiser's total booked creative types on gif advertising formats; and

(b) in excess of 10% (ten percent) of the Advertiser's total booked creative types on non-gif advertising formats.

23. In the event of any disagreement regarding the number of impressions served, the Advertiser agrees that the figures provided by the Publisher or in the case of Educational Life C.I.C , the third party provider of the Advertisements in question will be final and binding.

#### VIEWABILITY

24. The use by the Advertiser of third party advertising verification metrics such as Adsafes is permitted for monitoring purposes only. The Publisher shall charge the Advertiser according to delivered impressions only and as set out in these Conditions.

25. The Publisher must be notified if any Advertiser wishes to use AdSafe or other metrics tags prior to the commencement of the campaign.

26 Campaigns using AdSafe tags will not be optimised towards AdSafe performance.

27. There is no obligation on the Publisher to supply screen shots to the Advertiser and their absence shall not affect the Advertiser's liability for the agreed charge.

28. In the event of any material breach of these Conditions by the Advertiser, uncured within 10 working days of notice thereof, the Publisher reserves the right to terminate this Agreement immediately, to withdraw the Advertisement accordingly, and to invoice the Advertiser for the full amount payable by the Advertiser notwithstanding that the term of the Contract may not yet be finished nor GTI targets have been reached.

#### TERMS OF PAYMENT

29. (a) Unless otherwise stipulated by the Publisher, payment is due to be received from the Advertiser within 7 days from date of the invoice. If the Advertiser defaults in making payment of any sums by the due date,

the Publisher reserves the right to require immediate payment for all Advertisements booked by the Advertiser (failing which the Publisher shall be entitled to terminate the Contract forthwith by written notice to the Advertiser) and to require payment in advance for future bookings, and pending such payment to omit or suspend all or any Advertisements due to appear under an existing Contract with the Advertiser. All payments are to be made by the following methods: BACS, Bank Transfer and Card payment. Cheques will be accepted providing they have cleared within the 7 days and are subject to a £2.50 admin fee.

(b) The Publisher may in its discretion provide account facilities to a non recognised Advertising Agent, Independent Media Buyer or direct Advertiser once he has pre-paid and demonstrated a good payment record on 3 separate occasions for an individual website or any websites published by the Publisher. Any credit will only be granted after obtaining satisfactory banking, trade and credit reference agency clearance and the Advertiser will be informed by the Publisher once it is ready to provide such account facilities.

(c) The Advertiser shall not set-off or claim to set-off for any reason whatsoever any sum or amount whether in dispute or agreed which may be payable by the Publisher to the Advertiser against any sum or amount whatsoever payable by the Advertiser to the Publisher.

30. The Publisher shall be entitled to charge interest on any outstanding balance owed to the Publisher in accordance with The Late Payments of Commercial Debts (Interest) Act 1998. The Act enables businesses to charge 8% above the Bank of England base rate set on a twice-yearly basis from the date that the invoice became due for payment until the date it is paid in full together with a recovery fee, which shall be charged at the statutory rate, and any associated costs.

31. Any queries concerning an invoice must be raised with our Credit Control Department within 5 working days of the date of invoice.

32. Any advertising rates are subject to variation from any Government taxes and levies.

## GENERAL

33. The Advertiser expressly acknowledges that he has not relied on any representation made by or on behalf of the Publisher in entering the Contract.

34. The Advertiser may not assign or transfer any of its rights under these Conditions to any third party.

35. No person who is not a party to this Contract has any right under the Contracts (Right of Third Parties) Act 1999 to enforce any part of this Contract.

36. The Publisher and the Advertiser warrant that they will duly observe all their obligations under the Data Protection Act 1998 (as applicable) which may arise in connection with this Agreement.

37. These Conditions shall constitute the entire agreement between the parties with regard to its subject matter and shall supersede all prior understandings, commitments and undertakings that either party may have given. Where the Advertiser for the purposes of these Conditions is an advertising agency, the Advertiser represents, warrants and undertakes that it has full authority to enter into the Contract on behalf of, and to bind, the company whose products or services are being promoted.

38. The Publisher and Advertiser warrant that any information given to the other party which ought reasonably be treated as confidential shall be treated as such and such information shall not be disclosed by either party without the prior written consent of the other.

39. These Conditions and all other terms of the Contract shall be construed in accordance with the Laws of England and Wales and the parties submit to the jurisdiction of the English courts.