

NGM Advertising LTD - Terms & Conditions

TO BE READ IN CONJUNCTION WITH THE BOOKING CONFIRMATION

1. Definitions and Acceptance of the Terms and Conditions

By booking an advertising campaign with NGM Advertising LTD, this signifies to NGM Advertising LTD that you, as the advertiser, have read and accepted all the terms listed below. These terms will be sent in conjunction with the booking confirmation.

All bookings with NGM Advertising LTD. are placed under the following terms listed below and NGM Advertising LTD accepts publication of Advertisements (as defined below) on these terms and conditions (“Terms”).

a) These Terms apply to:

- Advertising on the network of digital billboards owned by NGM Advertising LTD
- Any other commercial activity delivered by NGM Advertising LTD

b) By placing an order, the “Advertiser” (which is the person placing the order for the advertisement whether they are the advertiser of the product or service referred to in the Advertisement or agency or media buyer for such advertiser) accepts and agrees to be bound by these Terms in full.

Publication – The date from when a digital advertising is displayed on Next-gen Media’s digital advertising screens following the permitted dates in the booking form agreed by both parties

Rate card – The prices to book Next-gen Media’s services by the Advertiser.

2. Liability of Advertiser

The Advertiser will fully indemnify NGM Advertising LTD from all investigations, claims, fines, losses, damages, costs (including reasonable legal fees) expenses and liabilities arising as a result of any breach or failure to comply with any of these Terms and/or the use or publication of the Advertisement by NGM Advertising LTD in accordance with these Terms.

3. Content and Delivery of Advertisements

Materials for any Advertisement (digital) must adhere to NGM Advertising LTD's technical specifications and be delivered to Next-gen Media within the applicable timeframes (48 hours in advance of the campaign start date).

If NGM Advertising LTD receives material that does not meet the technical specifications, or the material is not approved by NGM Advertising LTD's partners during the timeframe of receiving material and the campaign finishing, NGM Advertising LTD will not be liable for any refunds and will instead offer the advertiser additional media space on alternative date(s), subject to availability.

NGM Advertising LTD may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove or suspend any such Advertisement.

NGM Advertising LTD may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising. The Advertiser will remain responsible for all outstanding charges.

The publication of an Advertisement by NGM Advertising LTD does not mean that NGM Advertising LTD accepts the Advertisement has been provided in accordance with these Terms or that NGM Advertising LTD has waived its rights under these Terms.

The Advertiser guarantees to NGM Advertising LTD that:

- any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;
- it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;
- the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice (including the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (the "CAP Code") and all other codes under the general supervision of the Advertising Standards Authority and/or the Office of Fair Trading), are not libelous or obscene and do not infringe the rights of any person (including any person's intellectual property rights);
- the Advertisement will not be prejudicial to the image or reputation of NGM Advertising LTD and will not contain anything with NGM Advertising LTD in good faith considers to be offensive or otherwise inappropriate;

Where the Advertiser is a marketing agency, media buyer or brand dealing directly with NGM Advertising LTD, the Advertiser guarantees that it is authorised by the advertiser

of a product or service to place the Advertisement with NGM Advertising LTD and the advertiser will compensate NGM Advertising LTD for any claim made by such advertiser against NGM Advertising LTD.

4. Payment terms

All Advertisements are accepted on the basis that they will be paid for at the prevailing rates set out in the rate card (provided to the Advertiser prior to publication) on the date the agreed advertisement is published on NGM Advertising LTD's digital network. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

Unless otherwise mutually agreed, invoices will be sent to the advertisers billing address and the advertiser shall pay the invoice within 30 days of NGM Advertising LTD's invoice, or if required, shall pay the fees in advance.

5. Cancellation policy

The Agreement may be terminated by the Advertiser by written notice to NGM Advertising LTD subject to the following cancellation payments of the Agreement value per the Booking Confirmation prior to the contracted period:

- Up to 90 days – Nil
- Less than 90 but more than 75 days – 15%
- Less than 75 but more than 60 days – 30%
- Less than 60 but more than 45 days – 40%
- Less than 45 but more than 30 days – 70%
- Less than 30 but more than 10 days – 90%
- Less than 10 days - 100%

If the Advertiser is insolvent or legally files for bankruptcy or is otherwise in breach of these Terms, NGM Advertising LTD may treat the order as cancelled.

6. Brand safety

NGM Advertising LTD will implement its default brand safety measures in respect of the sites on which Advertisements booked through NGM Advertising LTD will appear. NGM Advertising LTD serves all advertising for NGM Advertising LTD on a whitelist which has been manually vetted to ensure the quality of the sites. Notwithstanding the foregoing, NGM Advertising LTD makes no guarantees regarding the quality and/or suitability of any sites on which Advertisements booked through NGM Advertising LTD appear.

NGM Advertising LTD also reserves the right to remove content in affiliation with any advertiser who has or is experiencing a breach of moral, ethical or social relations standards, deemed so by Next-gen Media.

7. Liability of NGM Advertising LTD

NGM Advertising LTD accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Advertisement copy to NGM Advertising LTD or any loss or damage to any Advertisement copy or any other materials. The Advertiser guarantees that it has retained sufficient quality and quantity of all materials supplied to NGM Advertising LTD.

NGM Advertising LTD will not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of online advertising (including the Advertising Standards Authority).

NGM Advertising LTD cannot guarantee the time, dates and/or position of Advertisements and all such decisions will be at the sole discretion of NGM Advertising LTD. However, NGM Advertising LTD will use reasonable efforts to comply with the wishes of the Advertiser.

If a booked Advertisement is not published at all solely due to a mistake on NGM Advertising LTD's part, NGM Advertising LTD will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled, and the Advertiser shall be entitled to a full refund (of the value of the booking) if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

In addition, NGM Advertising LTD will not be responsible for any failure or delay affecting Advertisements, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of NGM Advertising LTD.

For the avoidance of doubt, nothing in these Terms will limit or exclude NGM Advertising LTD's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.

Nothing in these terms and conditions shall affect the statutory rights of an Advertiser who is a consumer.

8. Confidentiality

- A) Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as necessary for the performance of its rights and obligations under the Agreement. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
- Is marked as confidential or proprietary
 - The receiving party is advised is of a confidential nature
 - Due to its character or nature, a reasonable person in a similar position under similar circumstances would be treated as confidential.
- B) NGM Advertising LTD's confidential Information will include their rate card, specific locations where commercially active, specific names of partners and any technology used by NGM Advertising LTD under the Agreement.
- C) This confidentiality term is bound to both parties for the duration of 5 years.

9. General

A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms (excluding The Contracts (rights of third parties) Act 1999).

If NGM Advertising LTD 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.

Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

These Terms are the entire agreement between the Advertiser and NGM Advertising LTD in respect of the Advertisements and no modification to these Terms will be effective unless made in writing and signed by both NGM Advertising LTD and the Advertiser.

These Terms and any documents referred to and therefore incorporated by reference herein shall apply to the exclusion of all other terms and conditions which the Advertiser purports to apply to the purchase of Advertisements (including, without limitation, terms in any insertion or purchase order, e-mail, acknowledgement or click through

agreement). To the maximum extent permitted by law, other than as set out in these Terms, all warranties and representations, whether express or implied, are excluded.

These terms (and any non-contractual obligations arising in connection with them) shall be governed by English law and the courts of England and Wales will have exclusive jurisdiction in relation to these Terms (and any non-contractual obligations arising in connection with them).