



Standard Terms & Conditions of Advertising

Definitions

"IC" is Incredible Charts Pty Ltd ABN 26086042953.

1. Acceptance of Advertising

- 1.1 Advertisers must sign an Advertising Insertion Order (IO).
- 1.2 IC will endeavor to place advertising within 3 working days of receipt of your advertising material, unless a start date and time are specified on the IO.
- 1.3 IC is not responsible for any errors or omissions in any advertising materials provided by the advertiser or its agents.

2. Terms of Payment

- 2.1 Advertisers will be invoiced monthly or on completion of campaign if prior to end of month, unless otherwise agreed in writing.
- 2.2 Payment is due within thirty (30) days from date of invoice.
- 2.3 Reservations will not be held without an IO.
- 2.4 IC may offset monies which have been received against any unpaid charges or fees due under contract from the advertiser or its agents
- 2.5 IC may suspend or remove advertising where an advertiser or its agents is overdue or may consider failure to pay under the terms of the contract as a repudiation of these Terms and Conditions.
- 2.6 Advertiser is required to provide IC with at least 4 weeks written notice of any requests by Advertiser for changes to and/or cancellations of this order. Advertiser agrees that if advertiser cancels or changes its order as provided above, any discount granted by IC may be rescinded or adjusted, and Advertiser may be charged for such order at the full rate then in effect.
- 2.7 Advertising campaigns which have been booked and confirmed with a signed IO but which have still not begun after 4 weeks of the booked commencement date will be invoiced at the booked insertion order rate.

3. Restrictions

- 3.1 IC reserves the right to refuse any sponsorship request, or to cancel sponsorships that do not fulfill the obligations set in the contract. This document is not an offer of advertising space. IC reserves the right to make editorial changes to the advertising program and the frequency of ad banner changes for each sponsor.

4. Acceptance of Advertising Policy.

- 4.1 Advertising is accepted and published entirely on the understanding that the advertiser and/or agency will indemnify and save IC from harm and against any claims or suits based upon any aspect of subject matter of the advertisement. IC reserves the right to reject advertisements considered unacceptable as to wording, appearance, or for any other reason.
- 4.2 IC shall be under no liability to the advertiser in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of services supplied pursuant to this agreement or in respect of a failure or omission on the part of IC to comply with its obligations under this Agreement.
- 4.3 The advertiser shall at all times indemnify and hold harmless IC and its officers, employees and agents ("those indemnified") from and against any loss suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by: (a) a breach by the advertiser or its obligations under this agreement; or (b) any willful, unlawful or negligent act or omission of the advertiser. The indemnification obligations shall exist only if the Publisher (the "Indemnitee") (1) notifies the Advertiser (the "Indemnitor") of any claim, (2) provides the Indemnitor with reasonable information and cooperation in defending the claim, and (3) gives the Indemnitor full control and sole authority over the defense and settlement of such claim. The Indemnitor shall not reimburse the Indemnitee for any expenses incurred without prior written approval.

5. Advertising Placement Policy

- 5.1 In the event IC is unable to fulfill the frequency (volume) of contracted banner placements, IC will adjust fees on a pro rata basis or keep the advertising active until commitment is fulfilled.
- 5.2 IC does not guarantee any minimum number of visitors or impressions but will only charge in accordance with the insertion order.

6. General

- 6.1 The Internet is subject to technological or other systems failure, which may prevent or impede the transmission of data. IC is not responsible for such failures or delays.
- 6.2 IC reserves the right to redesign or in any way modify their websites at their discretion and at any time. If any such modification affects the placement of advertising IC will work with the advertiser or its agents to ensure reasonably satisfactory placement of that advertising.

August 2010