

Australasian Investment Review (AIR)

ABN: 50 107 189 784

Terms & Conditions for Advertisers

1. **STANDARD TERMS AND CONDITIONS FOR ADVERTISERS**

These Standard Terms and Conditions for Advertisers are incorporated into the Advertising Agreement between the Australasian Investment Review ("Publisher") and the entity placing the order for advertising ("Advertiser"). The provisions of the Advertising Agreement also include the terms (and all details given by the Advertiser) on the advertising Insertion Order ("IO"). All of these documents are referred to collectively as the "Advertising Agreement".
2. **ACCEPTANCE OF ADVERTISEMENT**
 - 2.1 All applications for advertisements will be made via an IO and are subject to the acceptance of the Publisher.
 - 2.2 The Publisher is not responsible for errors or omissions in any advertising materials provided by or on behalf of the Advertiser.
3. **PAYMENT & BILLING**
 - 3.1 All fees payable by the Advertiser must be paid within 30 days of the date of the Publisher's invoice unless otherwise agreed in writing.
 - 3.2 Where any payment owing to the Publisher by the Advertiser is overdue, the Publisher may remove and suspend the placement of the advertisement that is the subject of the IO, or elect to treat the failure to pay as a repudiation of these Terms & Conditions.
4. **CANCELLATION**
 - 4.1 The Advertiser may cancel the placement of an advertisement by written notice to the Publisher at least 14 days prior to the commencement of the campaign, incurring no cancellation fee. If the Advertiser fails to give the Publisher at least 14 days written notice they will be liable for a cancellation fee equal to the cost of the first month of the campaign.
 - 4.2 The Advertiser may cancel an advertising campaign after the commencement date by the provision of 30 days written notice to the Publisher. In the event the Advertiser provides adequate notice they are only liable for accumulated campaign fees incurred up to the end of the written notice period.
5. **RESPONSIBILITY FOR ADVERTISEMENTS AND CONTENT**
 - 5.1 The Advertiser warrants to the Publisher that it is authorised to publish the entire content and subject matter of the advertisements and that all such contents and subject matter will comply with all applicable laws, regulations and industry codes. If the advertisement includes any information on a competition or promotion, the Advertiser:
 - (a) acknowledges and agrees that the Publisher is not the promoter;
 - (b) will ensure that the Advertiser does not imply that the Publisher is the promoter;
 - (c) will ensure that the correct identity of the promoter is set out on the website represented by the hyperlink embedded in the advertisement; and
 - (d) will ensure that all applicable permits have been obtained, and all applicable regulations governing the conduct of the relevant competition/promotion have been complied with.
 - 5.2 The Advertiser is advised to study the Trade Practices Act carefully. In particular sections 52 and 53. The trade Practices Act forbids "misleading or deceptive" conduct in trade or commerce and "false representation" in the supply or promotion of goods and services. The primary responsibility for ensuring that advertisements comply with the Act rests upon the Advertiser.
 - 5.3 The Advertiser acknowledges that:
 - (a) systems or technological failure may impede or prevent access to all or any part of the advertisement from time to time and transmission of data over the Internet can be subject to errors and delays;
 - (b) the Publisher reserves the right to redesign or modify the organisation, structure, "look and feel" and other elements of the websites it represents and services at its sole discretion at any time without prior notice;
 - (c) in the event such modifications affect placement of the advertisement, the Publisher will notify the Advertiser and will work with the Advertiser to display the advertisement in a comparable location and manner that is reasonably satisfactory to the Advertiser;
 - (d) the Publisher will not be liable for any delay in performance or breach of these Terms & Conditions which arises as a result of any matter beyond the Publisher's control.
6. **CONTENT, MATERIAL AND INSERTIONS**
 - 6.1 The Advertiser must submit to the Publisher all finalised advertising creative no later than 5 working days prior to the commencement of the campaign.
 - 6.2 The Advertiser shall supply the Publisher, from time to time and in ample time, the necessary schedules of creative and which are subject to the right rejection and modification on the part of the Publisher.
 - 6.3 If any creative is late the Publisher, in its absolute discretion, may repeat copy on hand, proceed without the advertisement, or delay publication. Any cost incurred by the Publisher as a result of such a delay shall be debt due and payable by the Advertiser to the Publisher. If the publication proceeds without the advertisement, the Advertiser remains liable to the Publisher for all amount's payable under the Advertising Agreement.
7. **TERMINATION, SUSPENSION AND NON-AVAILABILITY**
 - 7.1 Without limiting its other rights, the Publisher may, upon notice to the Advertiser, also immediately remove and suspend the placement of an advertisement or terminate these Terms & Conditions without liability if:
 - (a) the advertisement or parts of it is considered in conflict with the Publisher's independence, corporate image or its in-house policy.
 - (b) the Advertiser enters into bankruptcy, liquidation, administration, receivership, a composition or arrangement with its creditors, has a receiver or manager appointed over all or any part of its assets or becomes or is deemed to become insolvent; or
 - (c) the Advertiser dies, or if a partnership is dissolved or an application to dissolve the partnership is filed, or if a company is wound up or an application for the company's winding up is filed.
 - 7.2 Either party may terminate these Terms & Conditions where the other party is in breach of these Terms & Conditions by providing 14 days written notice to the other party.
 - 7.3 The Advertiser must pay all outstanding amounts to the Publisher within 7 days of termination of these Terms & Conditions.
8. **LIMITATION OF LIABILITY**
 - 8.1 Except in relation to liability for personal injury (including sickness and death) the Publisher's liability to Advertisers for:
 - (a) breach of any express provision of these Terms & Conditions;
 - (b) breach of any implied condition or warranty; or
 - (c) any loss or damage (including consequential loss or damage) which may be suffered, incurred or arise under these Terms & Conditions is limited, at the Publisher's option, to:
 - (d) refunding the price of the services in respect of which the breach occurred; or
 - (e) providing those services again.
 - 8.2 The Publisher specifically disclaims any warranty or representation regarding:
 - (a) the number of persons who will access or "click-through" the advertisement;
 - (b) any benefit the Advertiser might obtain from including the advertisement within the Publisher's service; and
 - (c) the functionality, performance or operation of the Publisher's service with respect to the advertisement.
9. **INDEMNIFICATION**

The Advertiser upon and by lodging material with the Publisher for publication or authorising or approving of any material thereby indemnify the Publisher, its servants and agents against all liability.
10. **GENERAL**
 - 10.1 No delay or failure by the Publisher to enforce any provision of these Terms & Conditions will be deemed to be a waiver, create a precedent or prejudice the publisher's rights.
 - 10.2 A notice may be sent by e-mail, prepaid post or facsimile to the Advertiser's last known address as set out in the IO.
 - 10.3 These Terms & Conditions (together with any documents referred to in them or provided by the Publisher at the same time as these Terms & Conditions) comprises the entire Terms and Conditions. It supersedes all prior understandings, agreements or representations.
 - 10.4 These Terms & Conditions are governed by New South Wales' law. The Advertiser submits to the non-exclusive jurisdiction of the New South Wales Courts.