**Terms and conditions for the provision of media buying services**

1. Definitions

In the Agreement, the following definitions are used:

**Agreement:** means these terms and conditions, together with any terms appearing in a Media Plan except to the extent any such terms expressly conflict with these terms and conditions.

**Client:** the recipient of the Services whose details are provided in the Media Plan.

**Gross Media Expenditure:** such amount of media expenditure, prior to deducting agency commission, as is approved by the Client in the Media Plan.

**Media Owner:** means a supplier from which the Media Supplier purchases advertising time and space for onward provision to the Client.

**Media Plan:** a media plan, insertion order or similar approval document such as a media authorisation form or other written document acceptable to Media Supplier which is submitted online, by email or otherwise to Media Supplier by the Client requesting the Services.

**Media Supplier:** Amplifi Global Limited, incorporated and registered in England and Wales with company number **08411447** whose registered office is at 10 Triton Street, Regent’s Place, London, NW1 3BF.

**Services:** The provision of media buying services performed to compliment the Media Plan.

1. Subject to the Media Supplier’s ability to secure and maintain credit insurance in respect of Gross Media Expenditure incurred in providing the Services, the Media Supplier shall purchase advertising inventory from Media Owners on behalf of the Client as principal in law in accordance with the Media Plan. Where for any reason this insurance cover is either refused, withdrawn, revised or inadequate to cover the liabilities of the Media Supplier, the Client agrees to arrange for suitable financial guarantees to be granted to the Media Supplier. If such guarantees are unavailable, or are in the Media Supplier’s opinion, not sufficient to meet the media commitments of the Client, then the Media Supplier shall be entitled to invoice the Client for the fees, cancellation fees, Gross Media Expenditure and all other sums due to the Media Supplier (“the Charges”) to be paid prior to commitment with the Media Owner and such commitment shall only be made following receipt by the Media Supplier of cleared funds in payment of such invoices. If the Client is unwilling to provide advance payment or arrange for suitable (to the reasonable satisfaction of the Media Supplier) financial guarantees, the Media Supplier shall be entitled to: (i) cancel existing media bookings; and/or (ii) automatically suspend all of its obligations in relation to the booking of media and committing to other expenditure; and/or (iii) terminate this Agreement.
2. The Media Supplier can only accept requests to cancel or amend any media bookings where it is in turn able to cancel or amend that booking with the Media Owner. The Media Supplier’s liability to the Client in respect of the acts and omissions of the Media Owner in relation to this Agreement shall be limited by the Media Owner’s terms and conditions of booking (“MO Terms”) and shall not exceed the liability of the Media Owner to the Media Supplier. If any costs or penalties are incurred by the Media Supplier from the Media Owner to carry out these requests such costs will be reimbursed to the Media Supplier from the Client, together with reasonable fees for work undertaken. In consideration for the provision of Services during the Term the Media Supplier will be entitled to invoice the Client the following: (i) the Service Fee; and (ii) the Media Expenditure all as more specifically described in the Media Plan.
3. Payment Terms. The Client will pay the Gross Media Expenditure upon receipt of a valid invoice. Unless otherwise stated in the Media Plan, all sums are payable in Pounds Sterling and exclude VAT, which shall be payable in addition at the rate legislated by the government of the United Kingdom at the time of invoicing. Unless otherwise stated in the Media Plan, the Media Supplier will use reasonable endeavours to deliver its invoices to the Client on or before the 3rd working day (in the United Kingdom) of the calendar month following that to which they relate and the Client will pay undisputed invoiced charges by the 20th day of that month. The Advertising Standards Authority administers compliance with the Advertising Codes throughout the United Kingdom. This is funded by a levy on all advertising placement. Where applicable, the Media Supplier will add to its invoices the cost of this levy at the rate current at the time of invoicing (currently 0.1%) which shall be visible on the invoice. In the event that any amounts remain unpaid after the due date and the Media Supplier has not been informed of a dispute, the Media Supplier shall be entitled to charge the Client interest on such amounts on a daily basis at the annual rate of 4% above the base lending rate of the National Westminster Bank Plc from time to time. The Client acknowledges and agrees that the sole benefit it is entitled to receive in connection with the payment of the Gross Media Expenditure is wholly and accurately described in the relevant Media Plan and these terms and conditions and that it has no right to claim any other rebate, discount, commission or other benefit from the Media Supplier in relation to the Gross Media Expenditure.
4. Advertising Materials. The Client shall be solely responsible for the creation and provision of any advertising material. The Client shall ensure that all information, content, logos, graphics or other materials supplied to the Media Supplier (“Advertising Materials”) complies with all applicable laws and regulations and industry codes of practice and, in supplying any Advertising Material to the Media Supplier, the Client warrants on each occasion to Media Supplier that the Advertising Materials complies with these laws and regulations and industry codes of practice in all respects and, in addition, the receipt by Media Supplier of the Advertising Materials and use by Media Supplier thereof shall not infringe the intellectual property rights of any third party. Further, the Client agrees to indemnify and keep indemnified the Media Supplier against all demands, actions, proceedings, damages, costs, and liabilities (including reasonable legal expenses) arising from the Media Supplier’s use of the Advertising Materials in accordance with this Agreement.
5. Term and Termination. This Agreement will commence on the date that the Media Plan is approved by the Client and will continue until the last date of the campaign activity described in the Media Plan. Each party may terminate this Agreement by written notice to the other (i) if the other party breaches any material provision of this Agreement and (where remediable) does not remedy that breach within 14 days of being required to do so in writing; or (ii) if the other party has a receiver, administrative receiver, administrator, liquidator or provisional liquidator (or their respective equivalents in any other jurisdiction) appointed over all or any part of its assets. In addition, the Media Supplier may terminate this Agreement immediately upon written notice in accordance with clause 2 if credit insurance (or alternative payment arrangement) is not available.
6. Limitation of Liability. Other than as prevented by law or in relation to the Client’s breach of clause 4, 5, and 8 or the Client’s liability for any Gross Media Expenditure made on the Client’s behalf by Media Supplier, the parties’ liability to each other under this Agreement, tort or otherwise shall be limited to a sum equal to 100% of the total fees payable by the Client under this Agreement. In no event shall either party be liable to the other for any loss or actual or anticipated income or profits, loss of contracts or for any special, indirect, or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
7. Confidentiality and Data Protection. Save as required by law or regulation, both parties will keep the contents of the Agreement and the negotiations relating to the same, any business ideas, market opinions, information and/or material disclosed in connection with this Agreement confidential. Unless otherwise agreed in writing, no intellectual property rights or licences are implied or granted in respect of the same. Each party will meet all requirements appropriate to the terms of the Data Protection Act 1998 (or its respective equivalent legislation in any relevant jurisdiction) and any subsequent amendments.
8. These terms, together with the Media Plan to which they relate, shall upon acceptance form the Agreement between the Media Supplier and the Client for the provision of Services set out in the Media Plan and such Agreement will prevail over any other agreements, contracts or terms, any correspondence, whether attached to any purchase order or instruction or elsewhere or implied by law, trade custom, practice or course of dealing entered into between the Client and the Media Supplier or the Media Supplier’s Affiliates (an “Affiliate” being any of: (i) a trading division of the same legal entity as the Media Supplier; (ii) a subsidiary of the Media Supplier; (iii) a holding company of the Media Supplier; and (iv) any subsidiary of a holding company of the Media Supplier, and “holding company” and “subsidiary” have the meanings given in Section 1159 of the Companies Act 2006). Notwithstanding the foregoing, any Gross Media Expenditure, savings or discounts incurred or delivered in the performance of the Services shall be taken into account in calculating whether a Media Supplier Affiliate has met any commitments it has made to the Client in respect of the same, whether those commitments are agreed as part of this Agreement or another agreement between the Client and such Affiliate.
9. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement supersedes and extinguishes all previous agreements between the parties relating to such matters and any representations and warranties previously given or made other than those contained in this Agreement.
10. Governing Law. The Agreement is governed by and construed in accordance with laws of England and Wales. Both parties also submit to the jurisdiction of the English courts as regards any claim or matter arising.