

## **Sochal.com Advertising Terms & Conditions**

### 1. Definitions and Interpretation

1.1 In these Terms the following words have the following meanings:

**Advertisement:** any promotional or advertising material to be published or otherwise displayed on the Site;

**Advertiser:** any person who promotes products, services or brand to the general public or a section of the public through the Advertisement;

**Advertisement Requirements:** the delivery format and/or file configuration and any other requirements of Sochal in relation the Advertisement notified in writing to the Buyer;

**Booking Form:** the booking form for the Advertisement;

**Buyer:** the person placing the order with Sochal for the publication of the Advertisement (including any advertising agency, search engine marketer or media buyer acting for the Advertiser);

**Fee:** Sochal's fees for the placement of Advertisements on the Site;

**Sochal:** Sochal Limited a company registered in England and Wales under company number 10780379 and with registered office at 6th Floor, Blackfriars House, The Parsonage, Manchester, Lancashire, M3 2JA; and

**Sochal's Community Guidelines:** means the community guidelines available at [www.sochal.com](http://www.sochal.com);

**Working Days:** any day other than a Saturday, Sunday or public holiday in England

1.2 In these Terms words importing the one gender shall include all other genders and words importing the singular shall include the plural and vice versa and a reference to a statute, statutory provision or other legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment.

### 2. Application of the Terms

2.1 The Terms together with the applicable Booking Form apply to the publication of Advertisements on the Site. No other terms and conditions shall apply to the publication of Advertisements on the Site, including any which the Buyer or Advertiser purports to apply under any purchase order and/or confirmation of order.

2.2 Any variation to these Terms and any representations about the Site shall have no effect unless expressly agreed in writing and signed by an authorised representative of Sochal.

### 3. Buyer Requirements

The Buyer hereby warrants, represents and undertakes to Sochal that the Advertisement shall:

3.1 comply with the Advertisement Requirements;

3.2 comply with the content requirements in Sochal's Community Guidelines;

- 3.3 without prejudice to the provisions of Clause 3.2 above, not infringe any applicable laws or regulations, including data protection legislation, gambling legislation, consumer protection legislation and financial promotion legislation;
- 3.4 not infringe any third party copyright, database rights, moral rights, rights of privacy, trade mark and/or other intellectual property rights;
- 3.5 be legal, decent, honest and truthful, and comply with the UK Code for Non-Broadcast of Advertising, Direct and Promotional Marketing;
- 3.6 on delivery to Sochal, not contain software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, and not be corrupted; and
- 3.7 if the Advertisement contains a link, then link only to a third party platform or website that complies with the content of the Sochal Community Guidelines and operate under a maintained working link.

#### 4. Advertiser

- 4.1 The Buyer contracts with Sochal as principal not agent (undisclosed or otherwise) for the Advertiser.
- 4.2 If the Buyer is placing the Advertisement on behalf of the Advertiser, the Buyer warrants that it is duly authorised by the Advertiser to place the Advertisement with SOCHAL.

#### 5. Rejection, Alterations

- 5.1 Sochal shall be entitled to reject any Advertisement if in its reasonable opinion, the Advertisement does not comply with the warranties set out in Clause 3.
- 5.2 Sochal shall be entitled at any time to require the Buyer to amend any Advertisement to ensure that the Advertisement complies with the warranties set out in Clause 3. Sochal shall not be under any obligation itself to make any such amendments.

#### 6. Publication, Cancellation

- 6.1 Subject to the provisions of these Terms, Sochal shall publish the Advertisement on the Site for the duration, in the location and in accordance with any other instructions agreed on the Booking Form.
- 6.2 The Buyer hereby grants to Sochal a non-exclusive, worldwide, right and licence to use, reproduce, display, transmit and distribute the Advertisement in accordance with these Terms.
- 6.3 If Sochal receives complaints about the content of an Advertisement it may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer or Advertiser.
- 6.4 Once the Booking Form has been signed by the Buyer, the Buyer shall have no right to cancel the placement of the Advertisement that is the subject of the Booking Form.

7. Fee

7.1 The Fee shall be due within [15] days of receipt of an invoice.

7.2 If the Fee is not paid by the due date, Sochal shall be entitled to:

(a) charge costs and interest on any outstanding balance owed to Sochal in accordance with the Late Payments of Commercial Debts (Interest) Act 1998);

(b) suspend or terminate the publication of the Advertisement on the Site.

7.3 All payments made by the Buyer under these Terms shall be made in full without any deductions and the Buyer shall not exercise or seek to exercise any right of claim to withhold payment or to legal or equitable set-off.

8. Warranties and Liability

8.1 Sochal does not warrant that:

(a) publication of the Advertisement will be uninterrupted or error free, provided that Sochal shall use reasonable endeavours to make the Site available in the event of any unavailability that it becomes aware of; and

(b) any particular target response levels and/or page impressions shall be achieved in relation to an Advertisement;

8.2 The Buyer acknowledges that, in entering into these Terms, it does not do so in reliance on any representation, warranty or other provision except as expressly set out in these Terms, and any conditions, warranties or other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.

8.3 The Buyer shall defend, indemnify and keep indemnified Sochal from any proceedings, costs, claims, losses, damages, expenses, losses or other liability incurred as a result of a breach of the Advertiser of Clause 3 and/or Clause 4 or otherwise arising as a result of the publication of the Advertisement in accordance with these Terms.

8.4 Sochal shall not be liable for any:

(a) loss of profit, business or contract;

(b) loss of data;

(c) loss of goodwill;

(d) loss of business opportunity; and/or

(e) any indirect or consequential loss or damage suffered by the Buyer whether or not advised of the possibility of the same

8.5 Any liability of Sochal under these Terms shall in any event be limited to the amount paid by the Buyer to Sochal for the Advertisement that is the subject of the complaint.

9. Termination

- 9.1 These Terms shall automatically terminate if the Buyer or the Advertiser;
- (a) commits any material breach of any of the terms of this Agreement;
  - (b) is guilty of any fraud or dishonesty or acts in any manner which in the opinion of Sochal brings or is likely to bring Sochal or the Site into disrepute; and/or
  - (b) enters into liquidation compulsorily or voluntarily or compounds with its creditors or has an administrator, receiver or administrative receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt (except where any action occurs for the purposes of reconstruction or amalgamation whilst solvent).
- 9.2 On termination of these Terms for any reason, Sochal shall be entitled to remove the Advertisement, provided that the Buyer acknowledges and agrees that time shall not be of the essence for such removal. No refunds shall be due for the Fee in following termination under Clause 9.1.
- 9.3 Termination of these Terms shall not affect the accrued rights of the parties.

10. General

- 10.1 These Terms shall be governed by and construed according to English Law and the parties submit to the exclusive jurisdiction of the English courts.
- 10.2 If any provision of these Terms is or becomes invalid, illegal or void, that shall not affect the validity and legality of the other provisions.
- 10.3 No failure or delay by Sochal to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 10.4 None of the provisions of these Terms are intended to confer a benefit on or be enforceable by any third party (including the Advertiser) under the Contracts (Rights of Third Parties) Act 1999 or otherwise.