

# Terms & Conditions

Dated: January 2026

## 1. Definitions and Interpretation

1. In these Conditions the following definitions apply:

Advertisement	means an Order which has been accepted by the Company for the provision of Services
Agreement	means the Contract;
Business Day(s)	means a day(s) other than a Saturday, Sunday or bank or public holiday in England;
Advertiser	means the company, firm, body or individual who purchases the Services from the Company and whose details are set out in the Order;
Company	means DC AUDIO LTD incorporated and registered in England and Wales with company number 14725227 whose registered office is at 26 Brynbella Drive, Rossendale, England, BB4 6SN;
Conditions	means the terms and conditions set out in this document;
Contract	means the agreement between the Company and the Advertiser for the sale and purchase of the Services incorporating these Conditions and the Order;
Controller	shall have the meaning given in the applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services <ol style="list-style-type: none"><li>a. the GDPR;</li><li>b. the Data Protection Act 2018;</li><li>c. any laws which implement any such laws; and</li><li>d. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;</li></ol>
Data Subject(s)	Shall have the meaning in applicable Data Protection Laws from time to time;

Force Majeure	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, act of terrorism riot or civil unrest; accident, labour conflicts, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Company or its companies' workforce, pandemic or any other cause beyond the Company's reasonable control or of an unexpected or exceptional nature, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Input Data	means data provided by the Customer to the Company;
International Organisation	has the meaning given in the applicable Data Protection Laws from time to time;
Output Data	means data provided by the Company to the Customer;
Order	means the Customer's order for the Services;
Personal Data	has the meaning given in the applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in the applicable Data Protection Laws from time to time;
Processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);
Processor	has the meaning given to it in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Company's obligations under the Contract;
Services	means the services to be performed by the Company to the Customer as per the Order and thereafter the Advertisement if accepted, including but not limited to the provision of online audio advertisements on audio websites and audio applications;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by the Company for carrying out any processing activities on behalf of the Customer in respect of the Protected Data; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the supply of the Services.

1. In these Conditions, unless the context otherwise requires:
  1. a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
  2. any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the construction or interpretation of these Conditions;
  3. a reference to a 'party' means either the Company or the Customer and includes that party's personal representatives, successors and permitted assigns;
  4. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  5. a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
  6. A reference to "We" "Us" or "Our" means the Company;
  7. A reference to "You" or "Your" means the Customer;
  8. a reference to a gender includes each other gender;
  9. words in the singular include the plural and vice versa;
  10. 2.10.any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
  11. 2.11.a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
  12. 2.12.a reference to legislation is a reference to that legislation as in force at the date of the Contract or amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract; and
  13. 2.13.a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

## 1. Application of these Conditions

1. The Company accepts publication of advertisements under the terms of this Agreement.
2. These Conditions apply to and form part of the Contract between the Company and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
3. By placing an order with the Company, the Advertiser accepts and agrees to be bound by these Terms in full.
4. If any provision of these Conditions is held to be invalid or unenforceable, the validity of the other provisions in these Conditions shall not be affected.
5. No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Company otherwise agrees in writing.
6. No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing by the Company and executed by a duly authorised signatory on behalf of the Customer.
7. Each Order by the Customer to the Company shall be an offer to purchase the Services subject to these Conditions.
8. If the Company is unable to accept an Order, it shall use reasonable endeavours to notify the Customer promptly.
9. The Company may engage any person, company or Sub-Processor to perform any or all of their obligations under a Contract and can assign any or all of their rights.
10. 2.10.The offer constituted by an Order shall remain in effect and capable of being accepted by the Company until withdrawn by the Customer giving notice to the Company after the expiry of 14 Business Days from the date on which the Customer submitted the Order.
11. 2.11.The Company may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
  1. 2.11.1.the Company's written acceptance of the Order; or
  2. 2.11.2.the Company performing the Services or notifying the Customer that they are ready to be performed.
12. 2.12.Rejection by the Company of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
13. 2.13.The Company may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
14. 2.14.Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

## 2. Content and Delivery of Advertisement

1. By submitting an Order or other data sources ('the Assignment') to Us, You are offering to engage Our services and a binding contract will come into force upon Our acceptance of the Order.
2. All Advertisements are accepted by Us strictly subject to these Conditions, which shall prevail over any terms proposed or supplied by You.
3. Upon acceptance of an Order, You shall provide and submit all materials required for an Advertisement no later than the deadline specified in the current On-Boarding Guide. All materials must comply fully with Our technical specifications. Failure to comply may result in delay, rejection, or additional charges.

4. We may, at Our sole discretion and without responsibility or liability to the Advertiser, reject, cancel, remove, suspend, or require amendment of any Advertisement that We consider unsuitable, non-compliant with these Terms, unlawful, or otherwise inappropriate. We may also change the position, timing, or manner of serving any Advertisement where We consider it reasonably necessary.
5. We may refuse, suspend, or delay serving any Advertisement where any sums owed by the Advertiser remain unpaid, whether relating to the relevant Advertisement or any other account.
6. During any period of suspension of an Advertisement, the Advertiser shall remain fully responsible for all outstanding and continuing charges in connection with the Advertisement.
7. The serving or publication of an Advertisement by the Company shall not constitute any representation or warranty that the Advertisement complies with these Terms, nor shall it constitute a waiver of any rights or remedies available to Us under these Terms or at law.
8. The Advertiser guarantees and warrants to the Company that:
  - a. any information data, instructions, and materials supplied in connection with the Advertisement is accurate, complete, true and not misleading in any respects;
  - b. it has obtained all necessary consents, permissions, licences, and clearances (including, without limitation, the consent of any living person whose name, image, voice, likeness, or other personal data appears in the Advertisement) and that the use of the Advertisement by the Company will not breach any such rights;
  - c. the Advertisement is legal, decent, honest, and truthful, complies with all applicable laws, regulations, is not libellous, defamatory, obscene, discriminatory, or otherwise unlawful, and does not infringe the intellectual property rights, moral rights, privacy rights, database rights, or any other rights of any person;
  - d. the Advertisement will not be prejudicial to, or reasonably likely to harm, the image, reputation, goodwill, or legitimate business interests of the Company, and does not contain anything that the Company, acting reasonably and in good faith, considers to be offensive, inappropriate, or contrary to its brand or commercial standards;
  - e. all Advertisements submitted for activation online will be free of any viruses, adware, malware, bit torrents, and no Advertisement will cause an adverse effect on the operation of the partner platforms used for audio ad serving; and
  - f. the Advertiser has full authority to submit the Advertisement and to grant to the Company all rights necessary for the Company to host, serve, reproduce, publish, distribute, and use the Advertisement for the purposes of the Order.
1. Where the Advertiser is an advertising agency or media buyer, the Advertiser represents, warrants, and guarantees that it is fully authorised by the underlying advertiser to place the Advertisement with the Company, and the Advertiser shall indemnify and compensate the Company on demand for any claim, loss, liability, cost, or expense (including legal costs) arising out of or in connection with any allegation or claim by such advertiser relating to the Advertisement or the placing of it with the Company.

## 1. Delivery

1. The Advertisement shall be delivered using reasonable skill and care and in accordance with generally accepted industry standards.
2. By engaging Our Services, You acknowledge and agree that You are solely responsible for the final proof-reading, accuracy, and completeness of all Advertisements and related materials.
3. We do not warrant that any Output Data or Services will be free from error, omission, inaccuracy, or interruption. Any errors or omissions for which We are directly responsible and that are notified to Us within forty-eight (48) hours of Your receipt of the relevant Output Data will be corrected or amended by Us at no additional charge. All other amendments or additions requested by You shall be chargeable at Our agreed rates set out in the applicable rate card. No allegation of any error or omission shall entitle You to withhold, delay, or set off any payment due to Us.
4. Unless expressly agreed by Us in writing, all dates or times for delivery or performance are estimates only and time shall not be of the essence. Any delay shall not entitle You to reject any delivery or performance or to treat the Contract as repudiated.
5. We shall not be liable for any delay, failure, or non-performance in delivery or performance where such delay or failure is (i) not substantial, or (ii) caused or contributed to by late performance, non-performance, or failure by suppliers, Sub-Processors, or any event of Force Majeure. In any such circumstances, We shall not be responsible for any resulting loss, damage, or expense suffered by You.

## 2. Payment

1. All Advertisements are accepted on the basis that they will be paid for at the applicable rates set out in the Company's then-current rate card or as otherwise expressly agreed in writing.
2. All sums payable by the Advertiser to the Company shall be paid strictly in accordance with these Terms and Conditions.
3. The Company shall invoice the Advertiser monthly in advance. All invoices must be paid in full, in pounds sterling and in cleared funds, and received by the Company no later than three (3) working days prior to the date on which the Advertisement is due to commence.
4. Any errors or issues in relation to Our invoice or invoices must be raised within seven (7) days of receipt of the said invoice or invoices failing which You will hereby accept the invoice or invoices as drawn.
5. If a payment due date falls on a weekend or public/bank holiday, payment shall be made on the last working day immediately preceding that date.
6. The Company reserves the right to charge interest on any overdue amount at a rate of 8% per annum above the Bank of England base rate, accruing daily from the invoice date until payment is received in full, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
7. If the Advertiser fails to pay any invoice by the due date, the Company may, without prejudice to its other rights and remedies, suspend the performance of any Advertisement or any other contract with the Advertiser until all outstanding sums (including interest and charges) have been paid in full.

8. The Advertiser shall indemnify the Company for all reasonable costs, expenses, and fees (including legal fees on an indemnity basis) incurred by the Company in recovering any overdue sums.
9. The Company may, at its sole discretion, require the Advertiser, at any time prior to entering into a Contract or during its term, to provide a personal guarantee from one or more of its directors and/or such other form of security as the Company considers appropriate. Any such guarantee or security shall cover all liabilities of the Advertiser to the Company arising on or after the date it is provided.

## 1. Digital Audio Advertisement

1. The Advertiser acknowledges and agrees that discrepancies of up to ten per cent (10%) in the number of impressions served may occur due to industry-standard technical factors, including (without limitation) tracking limitations, measurement variances, and third-party reporting methodologies. In the event of any discrepancy or dispute regarding the number of impressions delivered, the Advertiser agrees that the impression data reported by a third-party measurement provider selected by the Company shall be final, conclusive and binding for all purposes.
2. The Company does not guarantee the number of impressions. Where the number of impressions served during the campaign period is more than ten per cent (10%) less than the number of impressions booked, the Company shall, provided the Advertiser has notified the Company of such under-delivery, continue to serve the Advertiser's material after the end of the campaign period until the number of booked impressions has been reached. This shall be the Advertiser's sole and exclusive remedy for any such under-delivery.
3. The Company shall not be liable for any over-delivery of impressions (including, without limitation, in relation to any ad-serving costs) where such over-delivery is ten per cent (10%) or less. Where any over-delivery exceeds ten per cent (10%), the Company shall have no liability unless such over-delivery arises directly from the Company's acts or omissions.
4. The Company agrees that all Advertisements will be targeted at individuals within the country and geo-location specified in the relevant order, unless otherwise agreed in writing at the time of booking.
5. The Advertiser warrants and undertakes that any landing page and/or destination site referenced within the advertising material ("Advertiser's Site") will:
  1. 6.5.1.be legal, decent, honest and truthful;
  2. 6.5.2.comply with all applicable laws, regulations and codes of practice,
  3. 6.5.3.not be libellous, obscene or otherwise offensive,
  4. 6.5.4.not infringe the rights of any person, including intellectual property rights;
  5. 6.5.5.not be detrimental to the reputation or image of the Company;
  6. 6.5.6.be free from viruses, malware, adware, spyware and any harmful code;
  7. 6.5.7.not adversely affect the operation or security of any Website(s); and
  8. 6.5.8.contain a clear and compliant privacy policy meeting all applicable data protection and privacy requirements.
6. To the extent that the Company sets cookies or deploys any data-collection technologies (including tags, scripts, pixels, JavaScript or other code, including any used by third-party service providers) on users of the Advertiser's Site for the purpose of tracking impressions or related data ("Advertiser Data"), the Company shall notify the Advertiser. The Advertiser shall ensure that its Site fully complies at all times with all applicable data protection and privacy laws, regulations and codes of practice.
7. If advertising material is received after midday on the day before the Advertisement is due to be served, the number of impressions booked will be reduced on a pro-rata basis for every 24-hour period by which the Advertiser's material is supplied late. For example, if material is supplied two (2) days late for a campaign booked to serve 100,000 impressions over a ten-day period, the number of impressions will be reduced by 20,000. No reduction shall be made to the fee payable.

## 2. Data Protection

- 7.1 The parties agree that, for the purposes of Processing Protected Data under the Contract, the Advertiser acts as the Controller and the Company acts as the Processor. The Advertiser shall at all times comply with all applicable Data Protection Laws in connection with its Processing of Protected Data. The Advertiser warrants that all instructions it gives to the Company regarding the Processing of Protected Data (including the terms of the Contract) shall at all times comply with Data Protection Laws.
- 7.2 Except to the extent necessary for the Company to provide the Services, neither party shall disclose or use the other party's Confidential Information unless required to do so by law or by any regulatory authority. The Company shall Process Protected Data strictly in accordance with Data Protection Laws and the terms of the Contract.
- 7.3 Input Data and Output Data shall be kept confidential by the Company and its agents unless and until such data is, or becomes, publicly available other than through a breach of the Contract.
- 7.4 The Advertiser shall indemnify and keep indemnified the Company against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to data subjects, demands and legal and other professional costs (on a full indemnity basis, including those incurred in investigations or enforcement by a supervisory authority) arising out of or in connection with any breach by the Advertiser of its obligations under this clause 7.
- 7.5 The Company shall:
  - 7.5.1 only Process Protected Data in accordance with the Advertisement and these Terms and Conditions (and not otherwise unless alternative Processing instructions are agreed between the parties in writing), except where Processing is required by applicable law. Where such a legal requirement exists, the Company shall

inform the Advertiser of that requirement before Processing, unless the law prohibits such notification on grounds of public interest; and

7.5.2 without prejudice to clause 7.1, promptly notify the Advertiser if the Company considers that any instruction received from the Advertiser is likely to infringe Data Protection Laws, and the Company shall be entitled to suspend the relevant Services until the parties agree amended, lawful instructions.

7.6 Taking into account the state of technical development and the nature, scope, context and purposes of Processing, the Company shall implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7.7 The Company shall:

7.7.1 not permit any Processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' employees acting in the course of their employment and bound by enforceable confidentiality obligations) without the prior written authorisation of the Advertiser;

7.7.2 prior to any Sub-Processor carrying out Processing activities in respect of the Protected Data, appoint such Sub-Processor under a written contract containing obligations materially equivalent to those set out in this clause 7, and ensure that each Sub-Processor complies fully with those obligations;

7.7.3 remain fully liable to the Advertiser for all acts and omissions of each Sub-Processor as if they were its own; and

7.7.4 ensure that all persons authorised by the Company or any Sub-Processor to Process Protected Data are subject to binding written confidentiality obligations.

7.8 The Company shall (at the Advertiser's cost):

7.8.1 assist the Advertiser in ensuring compliance with its obligations under Articles 32 to 36 GDPR (and any equivalent obligations under applicable Data Protection Laws), taking into account the nature of Processing and the information available to the Company; and

7.8.2 taking into account the nature of the Processing, assist the Advertiser by implementing appropriate technical and organisational measures, insofar as this is possible, to enable the Advertiser to respond to requests from data subjects to exercise their rights under Chapter III GDPR (or equivalent rights under applicable Data Protection Laws) in relation to any Protected Data.

7.9 The Company shall not Process, transfer or disclose any Protected Data to any country outside the United Kingdom or to any International Organisation without the Advertiser's prior written consent.

7.10 The Company shall, in accordance with Data Protection Laws, make available to the Advertiser such information in its possession or control as is necessary to demonstrate its compliance with this clause 7 and Article 28 GDPR (or equivalent obligations under applicable Data Protection Laws) and shall allow for and contribute to audits and inspections conducted by the Advertiser or its mandated auditor for this purpose, subject to a maximum of one audit request in any 12-month period.

7.11 Upon termination or expiry of the Services relating to the Processing of Protected Data, at the Advertiser's cost and option, the Company shall either return all Protected Data to the Advertiser or securely dispose of it (and promptly delete all remaining copies), except to the extent that applicable law requires the Company to retain such data. This clause 7 shall survive termination or expiry of the Contract.

## 1. Liability of the Company

1. The Company accepts no responsibility for any interruption, delay or failure experienced by the Advertiser in delivering any advertising material to the Company, nor for any loss of or damage to such advertising material or any other materials supplied. The Advertiser warrants that it has retained sufficient quality and quantity of all materials supplied to the Company.
2. The Company cannot guarantee the timing, placement or dates of any Advertisements, and all such decisions shall be at the sole discretion of the Company. However, the Company will use reasonable efforts to take into account any preferences or requests expressed by the Advertiser.
3. Notwithstanding any other provision of these Terms and Conditions, the Company shall not, under any circumstances, be liable for any:
  - i. loss of profit;
  - ii. loss of revenue;
  - iii. loss of anticipated savings;
  - iv. loss of business opportunity;
  - v. loss of goodwill; or
  - vi. any indirect, special or consequential loss or damage, or any loss arising as a side effect of any main loss suffered by the Advertiser, whether or not such loss was foreseeable.

The Company's maximum aggregate liability to the Advertiser for any loss or damage arising out of or in connection with any Advertisement, whether in contract, tort (including negligence) or otherwise, shall not exceed the total charges actually paid by the Advertiser to the Company for the relevant Advertisement.

## 1. Liability of the Advertiser

1. The Advertiser shall fully indemnify and keep indemnified the Company against all claims, demands, actions, liabilities, losses, damages, costs and expenses (including all legal and professional fees on a full indemnity basis) arising out of or in connection with:

- i. any breach by the Advertiser of these Terms;
- ii. any failure by the Advertiser to perform its obligations under these Terms; and / or
- iii. the use, publication, transmission or broadcast of any Advertisement or advertising material by the Company in accordance with these Terms.

1. Subject to clause 8.3 and to the extent permitted by law, the Advertiser's maximum aggregate liability to the Company for any loss or damage arising out of or in connection with any Advertisement, whether in contract, tort (including negligence) or otherwise, shall not exceed the total charges actually paid by or on behalf of the Advertiser for the relevant Advertisement.

## 1. Intellectual Property

- 1. 10.1. Each party shall retain ownership of all Intellectual Property Rights in its own creative concepts, materials, data, software, branding, trademarks, artwork, scripts, audio, imagery and any other content created or supplied independently of the Contract. Nothing in these Terms transfers or assigns any Intellectual Property Rights between the parties, unless expressly agreed in writing.
- 2. 10.2. The Advertiser grants to the Company a non-exclusive, worldwide, royalty-free, transferable and sublicensable licence to:
  - 1. 10.2.1. use, reproduce, store, adapt, edit, format, communicate, transmit, display and otherwise exploit any of the Advertiser's names, trademarks, slogans, logos, advertising material or other content provided by the Advertiser as the Company considers necessary for the purposes of producing, preparing, serving, broadcasting or delivering the Advertisement and performing the Services;
  - 2. 10.2.2. reproduce, re-serve, rebroadcast, publish, distribute, store, display or otherwise use the Advertisement (or any part of it) in any media, whether existing now or developed in future, for the Company's own internal, commercial, publicity, marketing and promotional purposes, at any time from the date the Advertisement was last served; and
  - 3. 10.2.3. create and use reasonable adaptations, edits, re-formatted versions, compilations or excerpts of the Advertisement or advertising material for the purposes set out in this clause 10.
- 3. 10.3. The Advertiser warrants that it has obtained all necessary licences, consents, permissions and clearances required for the Company to use the advertising material and any third-party content within it in accordance with clause 10.2, and that such use shall not infringe the rights (including Intellectual Property Rights) of any third party.
- 4. 10.4. The Advertiser shall indemnify and keep indemnified the Company against all losses, liabilities, damages, costs and expenses (including legal fees on a full indemnity basis) arising out of or in connection with any claim that the Company's use of the Advertisement or advertising material in accordance with this clause 10 infringes the Intellectual Property Rights or other rights of any third party.

## 2. Cancellation Policy

- 1. 11.1. The Advertiser may cancel an Advertisement only by giving written notice to the Company within the applicable cancellation period ('the Cancellation Period'). Unless otherwise expressly agreed in writing by the Company, the Cancellation Period is 30 days prior to the scheduled start date of the Advertisement.
- 2. 11.2. Notice of cancellation must be sent to the individual at the Company who confirmed the Advertiser's booking, and cancellation shall take effect only once the Company has issued written acknowledgment of receipt. The Advertiser shall remain fully liable for all charges incurred up to the effective date of cancellation.
- 3. 11.3. Without prejudice to any other rights or remedies available to it, the Company may, at its sole discretion, treat any order or Contract as cancelled immediately if the Advertiser:
  - i. becomes insolvent, bankrupt, enters into liquidation, administration or any arrangement with creditors;
  - ii. is unable to pay its debts as they fall due; or
  - iii. is in breach of any of these Terms. In such circumstances, the Advertiser shall remain liable for all charges and costs incurred by the Company up to the date of cancellation, together with any additional losses arising from the Advertiser's default.
- 1. The Company may, at its sole discretion and for any reason whatsoever, cancel any Advertisement or booking by giving the Advertiser not less than 14 days' prior written notice. Upon such cancellation, the Company's liability shall be strictly limited to refunding any charges actually paid by the Advertiser in respect of the cancelled Advertisement which relate to the period after the effective date of cancellation. The Company shall have no further liability to the Advertiser, whether in contract, tort or otherwise, arising out of or in connection with such cancellation.

## 1. Relationship of Parties

The Customer agrees that in the event that the Transfer of Undertakings (Protection of Employment) Regulations 2006 become applicable to the Agreement it shall indemnify the Company against any consequential costs or liabilities incurred, including but not limited to any increase in wage rates payable by the Company and any claims for unfair dismissal.

## 1. Disclaimer

Any notice required or other communication to be given by either party must be in writing and may be delivered, sent by pre-paid first-class post, by facsimile or email.

## 1. Third Party Rights

Nothing in these Conditions is intended to nor shall it confer a benefit on any third party under Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these Conditions has no rights to enforce them.

## **1. Waiver**

No delay or decision not to enforce rights under these Terms and Conditions will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach.

## **1. Governing Law**

These Terms and Conditions are subject to laws of England and each of us hereby submits to the exclusive jurisdiction of the English courts. We reserve the right to change these terms and conditions at any time. The new version will be posted on this website and will take effect immediately upon posting. If you use the website after the new terms and conditions have come into effect, you will be indicating your agreement to be bound by the new terms and conditions.