

Advertising Terms and Conditions

These terms and conditions apply to advertisements accepted for placement by LNRS.

1. **Definitions and Interpretation.** The definitions listed below and those contained elsewhere in this Agreement apply:
 - “**Advertiser**” means the person or entity whose goods or services are advertised.
 - “**Advertisement**” means display, recruitment, online, email, mail order and classified advertising and shall include inserts, supplements, and redirected advertisements.
 - “**Agreement**” means these Terms and the Order.
 - “**Buyer**” means the person or entity placing an order for the insertion of the Advertisement.
 - “**LNRS**” means the LexisNexis Risk Solutions contracting legal entity identified in the Order.
 - “**Materials**” means materials provided by the Advertiser for inclusion in or use with the Advertisement and may include images, text, or other visual information.
 - “**Medium**” means the print or online publication in which the Advertisement will be published.
 - “**Order**” means a written order for an Advertisement agreed between LNRS and Buyer from time to time.
 - “**Terms**” means these advertising terms and conditions.
2. **This Agreement.** An Order Form and these Terms together constitute the Agreement. All Advertisements are subject to these Terms. Any other terms proposed by Buyer are void unless accepted by LNRS in writing and signed on behalf of LNRS.
3. **General Advertisement Terms.**
 - 3.1 **Buyer as Principal.** Buyer warrants that Buyer contracts with LNRS as principal, notwithstanding that Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in another representative capacity. Where Buyer is the Advertiser’s advertising agency, Buyer warrants that it is authorised by the Advertiser to place the Advertisement with LNRS.
 - 3.2 **Delivery and Ownership of Materials.** Materials must conform to LNRS specifications. LNRS may charge Buyer for work required to amend Materials in order to conform such Materials to specifications. LNRS accepts no liability for such amendments. Intellectual property rights in designs prepared by LNRS are the property of LNRS, and Advertisements including such designs may not be reproduced without LNRS consent.
 - 3.3 **Promotions and Competitions.** If an Advertisement includes a promotion, competition or a special offer of merchandise, the Advertiser must provide full details to LNRS on request.
 - 3.4 **RELX marks.** RELX and the RE symbol are trademarks of RELX plc, used under license.
4. **Print Advertising.**
 - 4.1 Advertisement copy must be supplied by Buyer in the form and within the time frames indicated by LNRS. If Materials are not received by the date specified in the Order or otherwise agreed between the parties, LNRS does not guarantee that any proofs will be supplied or corrections made, and LNRS may repeat the most appropriate recent copy or omit the Advertisement.
 - 4.2 Where LNRS submits a layout or proof to Buyer, such layout or proof must be returned on the date specified by LNRS; LNRS may publish the Advertisement in the same form as any layout or proof submitted, and without alteration to the fees, if the layout or proof is not returned on the date specified.

- 4.3 LNRS will use reasonable efforts to meet requests set out in the Order regarding placement of the Advertisement, but LNRS may modify the space or alter the date or position of the Advertisement, or to make any other alteration to an Advertisement, at its discretion.
- 4.4 Where an Advertisement has been accepted by LNRS and includes inserts, LNRS may charge the full amount of the fees if inserts fail to arrive at the agreed time and place for insertion.
- 4.5 LNRS may impose additional fees or charges where extra production work is required as a result of acts or defaults of Buyer or the Advertiser.
- 4.6 All display Advertisement fees are subject to the current Advertising Standards Board of Finance (“ASBOF”) levy payable by Buyer. Where an Order is placed by a Buyer who is an advertising agency, Buyer will be responsible for paying the levy to ASBOF. Where an Advertiser places an Order, LNRS may add the ASBOF levy to the fees and pass this amount to ASBOF.
5. **Directory Advertising.**
- 5.1 LNRS cannot guarantee the position of any printed Advertisement. Advertisements will be placed as near as possible to the selected position as the page make-up permits. LNRS may modify the wording of any classification or trade heading in the Medium or the Advertisement.
6. **Cancellation.**
- 6.1 Buyer may request cancellation of an Order. Such request must be received in writing by LNRS within 28 (twenty-eight) days from the date of the Order and must be made at least 28 (twenty-eight) days prior to the final copy date. LNRS will determine, at its discretion, whether to cancel the Order.
- 6.2 Changes in printed copy must be confirmed in writing by Buyer in time for the changes to be made to the Advertisement by LNRS. LNRS may invoice Buyer for additional expenses involved in such changes.
- 6.3 LNRS may cancel any order without liability in the event of becoming aware of any meetings of creditors, bankruptcy, liquidation proceedings, the appointment of a receiver or administrative receiver over the whole or substantial part of Buyer’s assets, or any indication that payment will be delayed or is unlikely to be made.
7. **Online Advertising.**
- 7.1 Buyer must deliver complete creative content to LNRS at least 2 working days before 9am on the go-live date in a format which complies with LNRS online ad formats for such content. To cancel or alter an Order Buyer, must inform LNRS by e-mail or fax to the number or address on the order, at least 2 working days before 9am on the go-live date. If these requirements are not met, LNRS may not be able to achieve the specified go-live date; Buyer must pay the full amount regardless of whether delivery target for impressions have been met.
- 7.2 If Buyer is supplying creative content or change of creative to be used in rotations, in the form of a redirected advertisement, Buyer must inform LNRS in advance.
- 7.3 If an Advertisement links to another site, Buyer is responsible for maintaining the link and for the content of the linked site. LNRS may remove any Advertisement which contains content or links to a site which, in LNRS opinion, is defamatory or objectionable or will bring LNRS into disrepute. Buyer indemnifies LNRS from and against any claims or liability arising from links contained in an Advertisement.
- 7.4 Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant LNRS Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any LNRS Site or enables Buyer or any third party to serve such users with any advertising other than the Advertisement.

- 7.5 If an Advertisement is supplied which does not comply with these Terms or LNRS receives complaints regarding an Advertisement, LNRS may, at its discretion, remove the Advertisement from display without reference or liability to Buyer.
- 7.6 Where an Advertisement is sold on a cpm basis, LNRS will provide Buyer with delivery statistics and campaign reports on a regular basis throughout the campaign period. The statistics and other reports provided by LNRS shall, in the absence of manifest error, be binding on Buyer and are in lieu of any other right of audit.
- 7.7 Buyer's sole remedy if LNRS, or its third-party subcontractors who may host and serve Advertisements from time to time, make an error in displaying any Advertisement is the cost of re-running the relevant Advertisement. Neither LNRS nor its subcontractors shall be liable for failure to display the Advertisement caused by circumstances outside their control.
- 8. Recruitment Advertising.**
- 8.1 Any Buyer or Advertiser who is either an employment agency or an employment business (as defined by the Employment Agencies Act 1973 (the "**Act**")) must ensure that Advertisements comply with their obligations under the Act and the Conduct of Employment Agencies and Employment Businesses Regulations 2004.
- 8.2 Buyers and Advertisers agree to deal fairly and professionally with individuals who may respond to a recruitment related Advertisement and to indemnify LNRS from and against any claim brought by an individual against LNRS arising from a breach of this obligation or any other of these Terms.
- 8.3 LNRS does not guarantee any response to recruitment related Advertisements or that responses will be from individuals suitable for the job advertised. It is the Advertiser's responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.
- 9. Prices and Payment.**
- 9.1 Prices published by LNRS from time to time are subject to revision at any time and orders are accepted on the condition that the price binds LNRS only in respect of the period specified in the applicable rate card.
- 9.2 Series discounts apply only to orders placed in advance and completed within the agreed period. LNRS may adjust advance discounts and/or to surcharge in the event of a series of Advertisements not being completed within that period. If Buyer cancels the balance of a contract to publish a series of Advertisements, except in the circumstances set out in paragraph 23, it relinquishes any series discount, and all Advertisements will be paid for at the appropriate rate.
- 9.3 Fees exclude taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**") except as expressly set out in an invoice. Buyer shall pay all Taxes associated with an Order. If LNRS has a legal obligation to pay or collect Taxes, LNRS will invoice Buyer, and Buyer will pay that amount unless Buyer provides LNRS with a valid tax exemption certificate authorized by the appropriate taxing authority. LNRS is solely responsible for taxes assessable against LNRS based on its income, property and employees.
- 9.4 Credit accounts must be settled in accordance with the terms of the Order. Where payment is not made in accordance with the invoice terms, all outstanding transactions will become liable for immediate settlement. Interest will accrue on unpaid amounts from the due date for payment at the lower of three percent (3%) per month or the maximum rate allowed by law.
- 10. Cancellation or Suspension.** Cancellation or suspension of an Advertisement by Buyer must be received in writing by LNRS within the period specified by the Medium (as indicated from time to time by LNRS). LNRS may omit or suspend an Advertisement at any time for any reason, without liability to Buyer and shall notify Buyer as soon as possible. If such omission or suspension is due to the act or default of Buyer, the Advertiser or their respective servants or agents, then Buyer shall pay for the Advertisement in full notwithstanding that the Advertisement has not been published.

11. **Governing law and jurisdiction.** The LNRS contracting entity (as set out on an Order Form) will determine the governing law and jurisdiction which apply in connection with this Agreement as set out in the table below. The parties submit to the exclusive jurisdiction of the courts in the relevant jurisdiction over any dispute arising out of or in connection with this Agreement.

Entity	Governing Law	Jurisdiction
LNRS Data Services, Inc	New York	New York
LNRS Data Services Limited	England	England
LNRS Data Services B.V.	Netherlands	Netherlands

12. Advertiser shall at all times comply, at its own expense, with all applicable laws (including but not limited to export laws and sanctions), statutes, ordinances, government regulations and codes in connection with its use of the Product. Without limitation to the foregoing, each party shall comply with all applicable laws relating to anti-bribery and anti-corruption including, where applicable, but not limited to the UK Bribery Act and Foreign Corrupt Practices Act and shall maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with such requirements.

13. Buyer's Warranties and Indemnities

- 13.1 Buyer warrants that the Advertisement does not contravene the British Code of Advertising Practice and is not in breach of any relevant legislation, including the Equality Act 2010, the Obscene Publications Act and any other legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific Advertisers, products or services.

- 13.2 Advertisers are reminded of their legal obligations under the Equality Act 2010. Further information is available on the Equality and Human Rights Commission site: <http://www.equalityhumanrights.com/>.

- 13.3 If any Advertisement submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, Buyer warrants that Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.

- 13.4 Buyer will indemnify and hold harmless LNRS from and against any claim that the Advertisement infringes the copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person. LNRS may withdraw and/or refuse to publish an Advertisement without liability to Buyer if it reasonably believes that the Advertisement may make LNRS or the Advertiser liable to any complaint, claim or proceedings.

- 13.5 Buyer is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates and will indemnify and hold LNRS harmless accordingly.

14. Limitations on LNRS Liability

- 14.1 Except to the extent specified in paragraph 15, LNRS shall not be liable for any loss or damage suffered by Buyer as a result of any total or partial failure (howsoever caused) of publication, distribution or availability of any Medium in which any Advertisement is scheduled to be included or for any error, misprint or omission in the printing of any Advertisement. In the event of an error or omission by LNRS, which detracts materially from the Advertisement, LNRS will either reinsert the Advertisement or relevant part of the Advertisement in a subsequent issue or make a reasonable refund of or adjustment to the price paid by Buyer. No reinsertion, refund or adjustment will be made for any other error or omission or where the error or omission is the result of delivery of materials which do not comply with LNRS specifications.

14.2 The total liability of LNRS to Buyer for any act or omission of LNRS, its servants or agents relating to any Advertisement shall not exceed the amount of a full refund of any price paid to LNRS for the Advertisement or the cost of a reasonably comparable further or corrective Advertisement. Without limiting the foregoing, LNRS shall not be liable for any loss of profits or business or for indirect or consequential loss. LNRS accepts no liability for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error occurs. Complaints regarding reproduction of printed Advertisements must be received in writing within one calendar month of the cover date.

14.3 LNRS accepts no responsibility for the quality of reproduction of any photograph supplied by Buyer, its agents or servants.