

## Terms and Conditions

**TERMS AND CONDITIONS:** The Customer must accept and abide by the terms and conditions set out below. 3MB Advertising Pty Ltd ACN 606 043 234 (**3MB**) reserves the right to make changes to the terms and conditions which will be effective once they are published on 3MB's website. The Customer should visit 3MB's website regularly to check the terms and conditions.

**PAYMENTS:** Payment will be due in full up front before the advertisement will be scheduled to run. For contracts longer than 3 months, a monthly billing cycle can be used for the duration of the contract. Payments are to be made by cheque or internet transfer to the bank account nominated by 3MB. If payment is not received on the due date then the advertisement will not run and may be replaced with the next available advertisement or another customer. Default interest shall be payable by the Customer at the rate of 10.00% per annum from the due date for payment until payment is received by 3MB. 3MB will take legal action to recover payments and all other amounts payable by the Customer under any contract.

**SERVICE INTERRUPTIONS:** In the event that 3MB cannot service the contract due to circumstances beyond 3MB's reasonable control including without limitation power outages, billboard or screen failure, fire, flood, act of God, strikes, lock outs, stoppage of work, trade disputes, or any act of war or terrorists, there will be a grace period of 7 working days. 3MB will use its best endeavours to rectify any service interruptions and minimise the length of any service interruptions.

**CALCULATION OF RATES:** All rates will be calculated using a monthly cycle. The billing cycle will begin on the day the advertisement starts.

**DESIGN:** The Customer shall provide 3MB with all advertisements, designs and art works, supplied at 72dpi, 960px wide x 480px high, RGB. 3MB reserves the right to approve the content of all advertisements and to reject or cancel any advertisement for any reason whatsoever at its sole discretion. 3MB may consider its advertising guidelines (if applicable), the guidelines of any relevant authorities (if applicable), the quality of the design provided by the Customer and 3MB's brand and reputation in approving, rejecting or cancelling any advertisement. At the Customer's request, 3MB can provide designs and art works to the Customer at a fee and otherwise on terms and conditions to be agreed by the Customer and 3MB.

**CUSTOMER WARRANTIES:** The Customer warrants that it holds all necessary rights to permit the use of the advertisement by 3MB. The Customer warrants that all advertisements, designs and art works provided are not unlawful, misleading or inappropriate and do not infringe upon any trademarks or copyrights and will not violate the rights of any third parties including intellectual property rights.

**INDEMNITY:** The Customer indemnifies and holds harmless 3MB against any and all expenses, costs, damages, losses, liability, claims and demands that arise from any advertisement placed on 3MB's billboard or any other associated material or that 3MB may sustain or incur as a result of, whether directly or indirectly, any breach of this contract by the Customer.

**RELEASE:** 3MB shall not be responsible or liable for, and the Customer releases 3MB from, any and all expenses, costs, damages, losses, liability, claims and demands that the Customer may sustain or incur as a result of, whether directly or indirectly, this contract or any breach of this contract.

**3MB RIGHTS AND OBLIGATIONS:** 3MB reserves the right to reject or withdraw any advertisement either before or after the advertisement being placed on the billboard for any reason. 3MB does not guarantee the amount of time or the number of rotations or intervals on the billboard. The timing and positioning of the advertisements is at 3MB's sole discretion. Due to the limited availability of advertising slots, 3MB is unable to hold future advertising space on the billboard.

**TERMINATION:** 3MB reserves the right to terminate any contract at any time for any reason whatsoever and 3MB's liability following such termination is limited to a refund of any prepayments made by the Customer or the resupply of the advertising services. Upon termination of a contract for any other reason, the Customer shall make a liquidated damages payment to 3MB equal to 50.00% of the remaining monetary value of the contract and any additional early cancellation charges. Termination of a contract does not affect any accrued rights or remedies 3MB may have.

**RISK:** The Customer enters into this contract at its sole risk and, subject to the express terms of this contract, 3MB and its officers, employees or agents will not be liable to the Customer for any loss or damage sustained by the Customer for any reason or cause whatsoever in connection with this contract including without limitation any loss or damage sustained as a result of any change to the applicable laws or regulations.

**ASSIGNMENT:** 3MB may assign or transfer its rights under this contract. The Customer shall not assign or transfer its rights under this contract.

**LIMITATION OF LIABILITY:** If a term is implied by law into the terms and conditions and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in the terms and conditions. However, 3MB's liability for breach of such term will, to the extent permitted by law, be limited, at 3MB's sole discretion, to a refund of any prepayments made by the Customer or the resupply of the advertising services.

**LAW:** These terms and conditions are governed by, and construed in accordance with the law in force in South Australia. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in South Australia.