

## **TERMS AND CONDITIONS FOR THE PUBLICATION OF ADVERTS**

These terms and conditions ("**Terms**") form a legally binding agreement between you ("**You/your**") and [www.calvinayre.com](http://www.calvinayre.com) ("**We/our/us/Website**"), in respect of your request to place an advert ("**Advert**") on the Website. **PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.** We recommend that you print and/or save a copy of these Terms for your records.

### **1. BOOKING**

All requests in respect of placing an Advert on the Website should be made directly to us via [info@calvinayre.com](mailto:info@calvinayre.com), and we shall endeavour to respond to you as quickly as possible to confirm the placing of such Advert ("**Booking**"), the applicable rate or fee(s) ("**Fee**"), the length of publication of the Advert ("**Publication Term**"), and any other conditions. Please note that the subject matter and contents of all Adverts are strictly subject to our approval and we shall, at our sole discretion, be entitled to accept or refuse to publish any Adverts for whatsoever reason at any time. This includes the takedown of an Advert any time after publication on the Website.

### **2. PROVISION OF ADVERTISING MATERIALS**

You will provide all advertising materials ("**Materials**") requested by us at the time of Booking. Such Materials are necessary for the publication of your Advert on the Website and we shall not be required to publish any Adverts if the correct Materials are not submitted by you, in accordance with our instructions at the time of Booking. We reserve the right to charge you the full Fee in the event of any delay in the submission of Materials, pending publication of an Advert. You hereby grant to us a non-exclusive, worldwide licence to publish, use, reproduce and display your Advert (and all its contents, trademarks and brand features contained therein) in accordance with these Terms.

### **3. POSITION OF THE ADVERT**

Except as otherwise agreed in writing by us at the time of Booking, the positioning of an Advert on the Website is at our sole discretion. Furthermore, we may at our sole discretion remove any part of an Advert that we believe to be a trademark, trade name, company name, product name or brand name belonging to or claimed by a third party.

### **4. USAGE STATISTICS**

We shall not be required to provide any usage statistics or impression levels for any Advert. You agree that any usage statistics we do provide shall be a full and final representation of the same.

### **5. NO ASSIGNMENT OR RESALE OF AD SPACE**

You shall not be entitled to resell, assign or transfer any of your rights hereunder, and any attempt to resell, assign or transfer such rights shall result in the immediate takedown of your Advert and termination of your contract with us hereunder, without any liability to us whatsoever.

### **6. TERMS OF PAYMENT**

Unless otherwise specified by us at the time of Booking, the Fee shall be due within seven (7) days from the date of invoice ("**Due Date**"). Payment shall be made to us in the manner agreed at the time of Booking. Late payment of any due sums shall result in the immediate takedown of the Advert. We shall further be entitled to apply interest to all sums not paid by the Due Date at a rate of three per cent (3%) above Bank of England Base Rate. If you fail to make payment of the Fee in accordance with this paragraph 6, you will be responsible for all reasonable expenses (including all reasonably incurred legal fees) incurred by us in the collection of such amounts.

### **7. LIMITATIONS OF LIABILITY**

Our maximum liability to you in respect of the subject matter herein shall be limited to i) full or partial refund of the Fee (as is appropriate taking into consideration how long if at all the Advert has been published on the Website), ii) placement of the Advert at a later time in a comparable position, or iii) an extension of the Publication Term, whichever we think is most appropriate at our sole discretion. We shall not in any event be responsible for any consequential, special, punitive or other damages, including without limitation lost revenue or profits in any way arising out of or related to these Terms or to the publication of the Advert, even if we have been advised as to the possibility of such damages. Without limiting the foregoing, we shall have no liability for any failure or delay in placing the Advert resulting from any so called force majeure event, including but not limited to governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind work slowdown or any other condition beyond our control.

### **8. INDEMNITY**

We place Adverts based on the representation that you have the right to publish or otherwise use the contents of such Advert without infringing the rights of any third party and without violating any laws. You hereby agree at your own expense to indemnify, defend and hold us and our employees, representatives, agents and affiliates harmless against any and all expenses and losses of any kind (including reasonable legal fees and costs) incurred by us in connection with any claims arising out of the publication of an Advert and/or any of your materials, products or services which users of the Website can link to (including without limitation any claims in respect of trademark or copyright infringement, defamation, breach of confidentiality, privacy violation, and false or deceptive advertising or sales practices).

### **9. PRESS RELEASE**

We may, at our sole discretion, issue any press releases in respect of an Advert which have been pre-agreed by us in writing. You shall not be entitled to make any public announcements regarding the existence or content of the Booking without our prior written consent.

### **10. CANCELLATION POLICY**

Except as otherwise agreed by us in writing, you may not cancel a Booking once it has been made.

### **11. GENERAL**

These Terms shall be governed by and construed in accordance with the laws of the State of Antigua and Barbuda. No choice of law rules of any jurisdiction shall apply hereto and you irrevocably submit to the exclusive jurisdiction of the courts of Antigua and you expressly waive any right you might have to a jury trial. These Terms shall not be capable of variation except in writing and signed by an authorised representative of each party. These Terms constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. If any portion of these Terms is deemed void or unenforceable, then that provision shall be deemed to be severed from these Terms and shall not affect the validity and enforceability of the remaining provisions.