

BARCADIA CUSTOMER CONTRACT

PARTIES: Pursuant to this binding agreement

Barcadia Media Limited, Unit 10, 81 Central, Church Street, Blackpool, Lancashire FY1 1HU and the Advertiser

Advertiser to pay to Barcadia Media Ltd upon execution of this Advertising Contract for an on-going period (minimum 2 months) on an advert displayed across multiple page/s.

First payment must be made prior to any advert going 'live' on the site and e-shot payments must be made prior to booking an available 'slot'.

All payment terms are strictly 14 days net.

DEFINITIONS:

Advertising Space means one Advertisement, stored on the Barcadia Media Web server, with a defined start Date.

Advertisement means the graphic file which can be selected by a user as a Link.

Link means a request for information from a server other than the Barcadia Media Web servers located at Barcadia Media's offices.

Start Date means the first day the Barcadia Media Web server will display the Advertisement.

Usage Statistics means a set of numbers compiled by Barcadia Media and reported on a periodic basis to Advertiser (if requested), for the purpose of assessing a value, and for estimating future rates.

PAYMENT: Barcadia Media reserves the right to hold Advertiser and its authorised advertising agent jointly and severally liable for any and all amounts owed. Please contact Barcadia Media Limited at the earliest opportunity if you have difficulty in making payment. Free independent advice and assistance can be obtained from The Business Debt line on 0800 197 6026.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING: Barcadia Media reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set in the Advertising Specifications which can be found on the Barcadia Media Web Site.

Barcadia Media reserves the right to refuse any advertisement graphic that does not arrive 10 days before the Advertiser would like the banner to be produced online. Barcadia Media does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services (Barcadia Media shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public. This Agreement is voidable by Barcadia Media immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, Barcadia Media may in its complete discretion refuse the use of any other advertising that it deems appropriate.

USAGE STATISTICS: BARCADIA MEDIA MAKES NO GUARANTEE THAT USAGE STATISTICS WILL BE EQUAL TO ANY PUBLISHED NUMBERS AT ANY GIVEN TIME. BARCADIA MEDIA SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO SAID USAGE STATISTICS. BARCADIA MEDIA PROVIDES ADVERTISERS WITH USAGE STATISTICS ONLY AS A COURTESY TO THE ADVERTISERS.

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY: Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with Barcadia Media's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by Barcadia Media for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify Barcadia Media and to hold Barcadia Media harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Barcadia Media, arising out of or related to advertiser's breach of any of the foregoing representations and warranties.

ADVERTISING AGREEMENT

LIMITATION ON DAMAGES: IN NO EVENT WILL BARCADIA MEDIA BE LIABLE TO SPONSOR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT BARCADIA MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

CANCELATION: 30 Days' notice of removal of any banner, tile or skyscraper is required. In not providing such notice, you are agreeing, by default, to reimburse Barcadia Media Limited in respect invoices raised relating to one or more further month's advertising fees.

ASSIGNMENT: Both parties may only assign this agreement, in whole or in part, with the other parties written consent. Any attempt to assign this Agreement without such consent will be null and void.

GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of England and Wales.

ENTIRE AGREEMENT: This Agreement and any and all addenda, exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by Barcadia Media's Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

COPYRIGHT: All material, supplied by the client and used in the clients advert, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws. The client shall indemnify Barcadia Media Limited against all and any claims arising from the use of materials of any sort provided by the client or obtained under the direction of the client from third parties such as graphic designers.

The copyright for all material provided by Barcadia Media Limited, such as HTML code, graphics, photographs and text, will remain the property of Barcadia Media Limited. Should the client wish to retain exclusive copyright this shall be arranged but the copyright of Barcadia Media Limited shall only be assigned if done so expressly and in writing to the client.

No portion of the graphics can be copied, duplicated or redistributed in any form electronic or otherwise unless a licensing agreement has been reached.

Please email all advertising graphics to marketing@barcadiamedia.co.uk. Please see the Advertising Specifications for advertising graphics. If you have any questions, please contact our office on 0845 4130 599 or via email on team@barcadiamedia.co.uk