

Mistral Associates Advertising Services.

Terms and Conditions of Acceptance by all relevant parties.

Definitions and Acceptance of the Terms and Conditions

Mistral Associates (hereinafter described Mistral) accepts publication of Advertisements (as defined below) on the terms and conditions set out herein (Terms).

These Terms apply to:

Digital advertisements in the Internet Websites owned by Mistral Associates and its subsidiaries.

By placing an order, the Advertiser (which is the person bidding for or placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser) accepts and agrees to be bound by these Terms in full.

Content and Delivery of Advertisements

Materials for any Advertisement (whether print or digital) must adhere to Mistral's technical specifications and be delivered to Mistral within the applicable timeframes, each as set out here. When Mistral builds digital Advertisement units on behalf of the Advertiser, the Advertiser must provide assets in accordance with the requirements set out in Mistral's Digital Advertising Production Format Guide [here](#).

Mistral may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not print, suspend or change the position of any such Advertisement. Mistral may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising in any of the pages of the Website. The Advertiser will remain responsible for all outstanding charges.

The publication of an Advertisement by Mistral does not mean that Mistral accepts the Advertisement has been provided in accordance with these Terms or that Mistral has waived its rights under these Terms.

The Advertiser guarantees to Mistral that:

Any information supplied in connection with the Advertisement is accurate, complete, true and not misleading; it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement; the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice (including the UK Code of Non-broadcast Advertising, Sales

Promotion and Direct Marketing (the "CAP Code") and all other codes under the general supervision of the Advertising Standards Authority and/or the Office of Fair Trading), are not libellous or obscene and do not infringe the rights of any person (including any person's intellectual property rights); the Advertisement will not be prejudicial to the image or reputation of Mistral or the Website, and will not contain anything with Mistral in good faith considers to be offensive or otherwise inappropriate; all digital Advertisements submitted for publication online will be free of any viruses, adware, malware, bit torrents, and no Advertisement will cause an adverse effect on the operation of the Website.

Where the Advertiser is an advertising agency or media buyer, the Advertiser guarantees that it is authorised by the advertiser of a product or service to place the Advertisement with Mistral and the Advertiser will compensate Mistral for any claim made by such advertiser against Mistral.

Payment

All Advertisements are accepted on the basis that they will be paid for at the prevailing rates set out by Mistral on the date of publication. Mistral may change its rates at any time by publishing the modified rates here. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

All sums payable to Mistral should be made in accordance with Mistral's Financial Terms & Conditions which are: Unless a customer has applied for and been accepted as a credit account customer, Mistral will provide services only on a pre-payment basis, with receipt of cleared funds prior to the booking being confirmed. Customers wishing to apply for a credit account must complete a Credit Application Form which is available on request from your sales contact. Until credit facilities are granted customers will remain on prepayment terms. Mistral's standard payment terms are cleared funds 28 days from date of invoice. If the due date falls on a weekend or bank holiday the payment is due on the first working day immediately prior to the due date. As payment is due as cleared funds, under current banking arrangements,

The Advertiser guarantees to Mistral that any landing page and/or destination site linked to from the Advertisements ("Advertiser's Site") will (i) be legal, decent, honest and truthful, (ii) not be contrary to the provisions of any applicable law, regulation or code of practice (including the CAP Code), (iii) not be libellous or obscene, (iv) not infringe the rights of any person (including any person's intellectual property rights); (v) not be prejudicial to the image or reputation of Mistral or the Website; (vi) be free from viruses, adware, malware, and/or bit torrents, (vii) not cause an adverse effect on the operation of the Website, and (viii) have a conspicuous privacy policy which complies with all applicable data protection and privacy laws, regulations and codes of practice.

Mistral and its service providers will only use any Advertiser Data solely in relation to the Advertiser's particular advertising campaign. All such Advertiser Data collected by Mistral will be treated as the confidential information of the Advertiser and will not be disclosed by Mistral to any third party (other than Mistral's service providers for the purpose of Mistral complying with its obligations under these Terms) without the consent of the Advertiser. In no event will any Advertiser Data be combined with information collected from other sources, except where the Advertiser has agreed otherwise.

If Mistral agrees to the Advertiser's disclosed use of Data Collecting Technology to collect Analytics Data, Mistral will provide written authorisation to the Advertiser. Subject to the foregoing, Advertiser agrees to use such Data Collecting Technology and all data collected from it solely in the manner disclosed to Mistral.

All Analytics Data collected by the Advertiser through such Data Collecting Technology will be confidential information owned by Mistral and will not be disclosed by the Advertiser to any third party without Mistral's prior written consent.

In no event shall Data Collecting Technology or the data collected from it: (i) be used by the Advertiser for the purposes of profiling users' interests, segmentation, or tracking or targeting users when they leave the Website; or (ii) be combined with information collected from other sources; in each case except where Mistral has given agreement in writing. Mistral reserves the right to scan the Advertisements to ensure Advertiser's compliance with these clauses.

The Advertiser shall procure that all other partners and entities in the supply chain with which Advertiser works or contracts in relation to an Advertisement (collectively, the "Advertiser Partners") shall comply with these Terms.

The Advertiser shall ensure it complies with all applicable laws and regulations with respect to such Data Collecting Technology and that all Analytics Data will be deleted from its servers upon the end of the relationship between Mistral and the Advertiser.

Liability of Mistral

Mistral accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Advertisement copy to Mistral or any loss or damage to any Advertisement copy or any other materials. The Advertiser guarantees that it has retained sufficient quality and quantity of all materials supplied to Mistral.

Mistral shall use its reasonable endeavours to reproduce Advertisements as provided by the Advertiser but cannot guarantee that the Advertisement will be of the same quality.

Advertisements normally appear in all editions but Mistral reserves the right to omit certain Advertisements from European Community and other national region editions. In particular due to essential purposes of abiding by local regional legislation.

Mistral will not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of online advertising (including the Advertising Standards Authority).

Mistral cannot guarantee the time, dates and/or position of Advertisements and all such decisions will be at the sole discretion of Mistral. However, Mistral will use reasonable efforts to comply with the wishes of the Advertiser.

If a booked Advertisement is not published at all solely due to a mistake on Mistral's part, Mistral will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

If the Advertisement as reproduced by Mistral contains a substantial error solely due to a mistake on Mistral's part, Mistral shall, on request, re-publish the Advertisement at no additional cost to the Advertiser. Mistral shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform Mistral of any errors and provide any necessary assistance to Mistral to prevent a repeat of the error.

Mistral shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Advertiser or any loss which could not be contemplated by Mistral and the Advertiser, and Mistral's maximum total liability for any loss or damage arising out of or in relation to any Advertisement whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Advertisement actually paid by or on behalf of the Advertiser.

In respect of Advertisements on the Website, Mistral does not guarantee continuous, uninterrupted access by users of the Website but will use reasonable efforts to provide this (except for Websites booked through Mistral over which Mistral has no control). In addition, Mistral will not be responsible for any failure or delay affecting production or publication of any Newspaper or the transmission of the Website and any Advertisements contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of Mistral.

Mistral is not responsible for the content or operation of sites booked through Mistral.

For the avoidance of doubt, nothing in these Terms will limit or exclude Mistral's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.

Nothing in these terms and conditions shall affect the statutory rights of an Advertiser who is a consumer.

Liability of the Advertiser

The Advertiser will fully indemnify Mistral from all investigations, claims, fines, losses, damages, costs (including reasonable legal fees) expenses and liabilities arising as a result of any breach or failure to comply with any of these Terms and/or the use or publication of the Advertisement by Mistral in accordance with these Terms.

Rights

Mistral owns the copyright in all Advertisements written or designed by it or on its behalf.

The Advertiser grants Mistral the right (free of charge) to:

use such of the Advertiser's names, trade marks and/or logos as Mistral may consider necessary for the purposes of publishing the Advertisements; reproduce the Advertisement in any media at any time from the date the Advertisement was last published in the Website for promotional purposes. For the avoidance of doubt, the content, layout and format of any Website or Newspaper will be subject to variation at Mistral's sole discretion.

Cancellation policy

The Advertiser may cancel an Advertisement provided that notice in writing is received by Mistral within the relevant cancellation period. In respect of Advertisements on the Website, the minimum notice period for cancellation by the Advertiser is 30 days unless agreed otherwise. Please send notice of your intention to cancel to the person who made your booking. Cancellation will only be effective on confirmation of receipt of your notice.

If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, Mistral may treat the order as cancelled.

General

A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.

If Mistral fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.

Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

These Terms are the entire agreement between the Advertiser and Mistral in respect of the Advertisements and no modification to these Terms will be effective unless made in writing and signed by both Mistral and the Advertiser.

These Terms and any documents referred to and therefore incorporated by reference herein shall apply to the exclusion of all other terms and conditions which the Advertiser purports to apply to the purchase of Advertisements (including, without limitation, terms in any insertion or purchase order, Email, acknowledgement or click through agreement). To the maximum extent permitted by law, other than as set out in these Terms, all warranties and representations, whether express or implied, are excluded.

These Terms (and any non-contractual obligations arising in connection with them) shall be governed by English law and the courts of England and Wales will have exclusive jurisdiction in relation to these Terms (and any non-contractual obligations arising in connection with them).

Terms last updated: 19 November 2022.