

TERMS & CONDITIONS:

PAYMENTS: INVOICES ARE DUE FOR PAYMENT ON THE 20TH OF THE MONTH UNLESS PRIOR ARRANGEMENT HAS BEEN MADE WITH MAD MEDIA MANAGEMENT. INVOICES ISSUED TO YOU, THE CLIENT (DEBTOR), SHOULD BE DEEMED THE BILLING STATEMENT. A LACK OF STATEMENT DOES NOT GRANT YOU (THE DEBTOR) THE RIGHT TO WITHHOLD PAYMENT FOR GOODS OR SERVICES OFFERED BY MAD MEDIA (THE CREDITOR) TO YOU. INTEREST MAY BE CHARGED ON OVERDUE ACCOUNTS AT THE RATE OF 12% PER MONTH. OVERDUE ACCOUNTS ALSO INCUR DEBT RECOVERY COSTS. ACCEPTANCE OF THE GOODS IN THIS INVOICE CONFIRMS ACCEPTANCE OF MAD MEDIA'S TERMS AND CONDITIONS OF SALE.

SERVICE INTERRUPTIONS: IN THE EVENT THE BILLBOARD CANNOT SERVICE THE CONTRACT DUE TO MALFUNCTIONS, POWER OUTAGES CAUSED BY WEATHER OR OTHER NON-CONTROLLABLE "NATURAL" ACTS, THERE WILL BE A GRACE PERIOD OF 12 HRS TO RESTORE SCREEN FAILURE. AFTER THIS GRACE PERIOD THE CONTRACT RATES WILL BE PRORATED & A CREDIT GIVEN IN THE AMOUNT EQUAL TO THE TIME OF LOSS BEYOND THE 12 HOUR GRACE PERIOD.

CALCULATIONS OF RATES: ALL RENTAL RATES WILL BE CALCULATED BY USING A "DAILY" INTERVAL. THE BILLING CYCLE WILL BEGIN ON THE DAY THE AD STARTS. ALL PAYMENTS ARE DUE UP FRONT BEFORE AD IS SCHEDULED TO RUN.

REJECTIONS, WARRANTIES, GUARANTEES & APPROVALS: THE CUSTOMER/ADVERTISER WARRANTS THAT ALL APPROVED DESIGNS, ARTWORK, OR ADVERTISEMENTS DO NOT INFRINGE UPON ANY TRADEMARKS OR COPYRIGHTS. THE CUSTOMER/ADVERTISER AGREES TO HOLD, DEFEND, & INDEMNIFY MAD MEDIA LIMITED & ITS ASSOCIATES, FREE & HARMLESS FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, AND DEMANDS, INCLUDING ATTORNEY'S FEES OR OTHER FEES, ANY SUITS THAT ARISE FROM ANY ADVERTISEMENT PLACED ON BILLBOARD OR ANY VERBAL AD CONTENT OR SUBJECT MATTER INCLUDING PARTIAL CONTENTS OF ADS OR COPY DISPLAYED ON BOARD IN PURSUANT OF THIS CONTRACT.

- MAD MEDIA LIMITED WILL RESERVE THE RIGHT TO REJECT OR WITHDRAW ANY AD OR COPY EITHER BEFORE OR AFTER POSTING TO BILLBOARD. MAD MEDIA LIMITED WILL ALSO RESERVE THE RIGHT TO TERMINATE ANY CONTRACT AT ANYTIME FOR ANY REASON. Any pre -payments will be returned in the event of a contract termination.
- IN THE EVENT A CUSTOMER/ADVERTISER WANTS TO TERMINATE A CONTRACT, THEN THEY MAY DO SO, BUT DEPENDING ON THE CONTRACT RATE AND/OR THE DISCOUNTED RATE FOR EXTENDED CONTRACTS, THERE COULD BE PENALTIES EQUAL TO 10% OF THE UNUSED DURATION OF THE ORIGINAL CONTRACT TERM. MAD MEDIA RESERVES THE RIGHTS TO WAIVE THESE PENALTIES WHERE THEY SEE FIT.

ARTWORK, SCHEDULING & ROTATIONS: GENERALLY THE CUSTOMER IS EXPECTED TO PROVIDE ARTWORK. MAD MEDIA LIMITED DOES OFFER A DESIGN SERVICE FOR THE CUSTOMER FOR A NOMINAL FEE (depending on package some design may be included, if it is included but advertiser decides to supply there is no discount or refund).

In the event either party is unable to perform its obligations under the terms of this Agreement because of an Act of God, unrest, strikes, equipment or transmission failure or damage beyond its control after appropriate action or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes

BY ACCEPTING THIS AGREEMENT, THE CUSTOMER/ADVERTISER IS STATING THAT THEY ARE AUTHORISED TO EXECUTE THE CONTRACT IN ITS FULL ENTIRETY. THE ADVERTISER AUTHORISES & INSTRUCTS MAD MEDIA LIMITED TO PROCEED WITH THE ABOVE TERMS OF THE CONTRACT