



HHQ URBAN MAGAZINE ADVERTISEMENT AGREEMENT WITH YOU:

1. As a customer of **HHQ Urban Magazine™** these terms and conditions form the basis of our agreement. 1.2 Our agreement with you also includes your confirmation request for advertisement in **HHQ Urban Magazine..** We must accept and rely on your payment confirmation before we start working on your advertisement.

1.3 Our agreement with you also includes our current rates. The price list may change from time to time, but we will notify you of any changes when they happen. Copies of the rate PDF are available from us, upon request.

1.4 This agreement will commence on the date of its signing or Agreement by us and continue until the completion of the publication of advertisements booked.

2. SERVICE DESCRIPTION

2.1 The services (the "Services") provided include:

(a) the publication of your advertisement(s) in our publication(s) on dates agreed from time to time and subject to available space in any relevant publication; and (b) Upon request, the provision of artwork and layout design and production services.

3. USE OF SERVICES

3.1 You agree and warrant in relation to any material provided to us for use in any advertisement that: (a) You are the owner of any copyright or other intellectual property right in the material and/or you have all necessary licenses to use any third party copyright or other intellectual property included or reproduced or adapted in your material (including, without limitation, any moral right or performer's right, trade mark, trade indicia or slogan);

(b) The material does not infringe any state or federal statute or regulation or compulsory or voluntary industry code of conduct, including, without limitation, the Trade Practices Act, 1974, the Privacy Act, 1988, any act or regulation dealing with defamation, indecency, censorship, advertising standards or self regulation;

(c) The material shall not include any defamatory, libelous, indecent, pornographic, offensive, threatening, false or disparaging content; (d) the material shall not promote or encourage piracy, counterfeiting, plagiarism, unfair competition or idea misappropriation.

3.2 You hereby indemnify **HHQ Urban Magazine** and agree to keep it indemnified against any loss or damage (including legal costs on a client/ own solicitor basis for any breach by you or your servants or agents or Clause 3.1 hereof.

3.3 **HHQ Urban Magazine** may, in its absolute discretion, refuse to publish any advertisement or to refuse to repeat any advertisement if any material contained in the advertisement may amount to a contravention of Clause 3.1 hereof, is inconsistent with **HHQ Urban Magazine's** editorial or advertising

policy or for any other reason.

3.4 You must provide your artwork at least 3 weeks prior to publication of the publication in which the advertisement is to be placed in the format and to the quality advised by us in the booking confirmation request. Failure to do so may result in the advertisement not being printed or not being printed in the position requested or may affect the quality of the advertisement.

3.5 You agree that you are solely responsible for the quality and accuracy of any artwork provided by you.

3.6 Where we provide the services set out in Clause 2.1(b) you agree that you are solely responsible for checking and approving the accuracy and/or quality of the artwork produced and agree that signing and returning our artwork approval form is conclusive evidence that you have approved any such artwork for publication.

If you fail to approve any such artwork within [24 hours] prior to publication you agree that you are deemed to have approved such artwork and we will not be liable for any errors it may contain.

3.7 Subject to any express written agreement to the contrary, you agree we may change the position of your Advertisement or other copy where we consider it desirable for any editorial, layout or legal requirements of any of our publications. If this needs to be done, we will use our best efforts to place your advertisement in a suitable alternative position and, subject to time constraints, to notify you of our decision prior to publication.

4. CHARGES AND PAYMENT

4.1 You agree during the term of this agreement:

(a) to be charged for the Services we provide to you at our current prices from time to time; (b) As our charges are (All Sales Final), we don't charge taxes on ads. (c) to pre-pay our invoices prior to Publication unless we have agreed, in our absolute discretion, to provide you with any Agreement; (d) to pay accounts on a 5 day invoice for all of those charges by the date specified in the account ("Due Date"). (e) To pay any legal costs we may incur in recovering payment of our account on a full indemnity basis.

4.2 If you dispute in good faith an amount in the account, you must notify us in writing within fourteen days setting out reasons for the dispute and the amount in dispute. Notwithstanding any dispute as to any amount of any charge, you must pay the undisputed amount of each account by the Due Date.

4.3 If you do not pay the account by the Due Date, then we may charge an administration fee of \$15 per month or part thereof or 1.5% per month on the outstanding amount of the invoice and suspend all or part of your Services pending payment of outstanding amounts on the account.

Nothing in this clause affects our rights to terminate this agreement under clause 8. 4.4 If account is paid in any way in part or whole by ways other than cash (in U.S. dollars), then **HHQ Urban Magazine** reserves the right to change this form of payment to 100% cash in American dollars upon 30 days written notice.

5. AMENDMENTS TO TERMS AND CONDITIONS

Without limiting clause 4.1, we may vary, alter, replace or revoke any of these terms and conditions effective upon the expiry of 14 days written notice from us. We may interpret your ongoing use of the Services after that date as constituting your acceptance of any such variation, alteration, replacement or revocation of these terms and conditions.

6. LIMIT ON LIABILITY

6.1 We do not exclude or limit – (a) the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this clause 6 to be void; or (b) direct losses and damages which arise only as a result of our gross negligence (which means where we commit an act or allow an omission to occur in reckless disregard the consequences of the act or omission).

6.2 Except where clause 6.1 applies, we exclude all statutory liability, tortious liability (including but not limited to liability in negligence), conditions and warranties implied by custom, the general law or statute, liability for all direct, economic, consequential or indirect losses, expenses, damages and costs incurred by you, arising out of or relating to the Services, any failure to supply change to or delay in supplying the Services or out of or relating to this agreement, including, but not limited to, liability for gross negligence and except to the extent of clause 6.1(a), we are not responsible or liable for any indirect consequential or economic damages, including, without limitation, loss of income or profit or loss of actual potential business opportunities. 6.3 Our liability to you for any breach of any implied provision of this agreement (other than an implied warranty of title) is limited, at our option, to refunding the price of the Services in respect of which the breach occurred, or to providing the Services again.

6.4 We are not liable to you for any delay in or any failure to provide the Services which is caused by an event beyond our reasonable control.

7. TERM OF AGREEMENT

7.1 This agreement may be immediately terminated by written notice at any time if, without prior written consent: either party breaches any term or condition of this agreement; a receiver or receiver and manager is appointed over any of either parties property or assets; a liquidator or provisional liquidator is appointed to either party; either party becomes bankrupt; either party enters into any arrangements with either party's creditors; either party assigns or otherwise deals with either party's rights under this agreement; either party ceases to carry on business; or there is a material change in either party's direct or indirect ownership or control.

Any deposits or agreements you made initially are forfeited and you can't get a refund of any deposits you might have paid. Any front page (Cover Ads.) must be per-paid for immediately upon agreement to advertise.

No other services we offer come with ad space. No free Magazine issues to advertisers spending less than \$450 per ad, all readers and advertisers must purchase their copy online, directly from (MagCloud), our printer and distributor online at: www.magcloud.com

Digital copies will also be made available on our Official Website: HHQUrbanMedia.com

8. ASSIGNMENT

8.1 Your rights under this agreement are personal. You must not assign or attempt to assign any right or obligation under this agreement without our written consent. We may assign all or any of our rights and obligations under this agreement at any time by notifying you in writing.

If Both Parties Agree, Please Sign Below:

X _____ Date _____ 20__



Amount Paid For Ad Space \$ _____ .00

HHQ Urban Magazine (Rep.) _____

Date _____ 20__

Please read and confirm that you agree by email, send to: submissions@hhqtvandrado.com



Follow us on   info@hhqtvandradio.com Official Website: www.HHQURBANMEDIA.com