

MONOGRAM MEDIA

Terms and Conditions of Sale (The Master Terms of Service)

This document details the master terms and conditions for sales of services (The Service), provided by Monogram Media Limited, registered office 4 Rushton Way, Wimborne, Dorset BH21 2FF. (The Supplier) to the consumer (The Client). Additional Terms of Service relating to specific products and services can be found in Annex A.

1. The Service Description

The Service shall be defined as any activity undertaken by The Supplier or its nominated third parties.

The Works shall be defined as one or more, physical product, electronic document or file, streamed or broadcast content provided by The Supplier or its nominated third parties.

2. Notice of Variation To The Master Terms of Service

Annex A includes variations to this The Master Terms of Service.

This Master Terms of Service may be subject to alternation without prior notice. Notification to such alterations will be posted on The Supplier's website <http://www.monogrammedia.co.uk> prior to coming into force.

The Client shall have deemed to have accepted the full Terms of Service and any variation by continuing to use The Service or The Works after this time.

The current draft of these terms and conditions was adopted on 21th June 2020 and supersedes all previously published versions.

3. Payment

Payment is due by the date stated on the invoice and unless otherwise stated the currency shall be GB Pounds Stirling.

Payment in Alternative Currencies

An Alternative Currency is any non-GB Pounds Stirling currency, which includes but is not limited to foreign, crypto and trade exchange currencies.

If a payment in an Alternative Currency has not been received in full by the invoice's due date, The Supplier reserves the right to re-issue invoices in GB Pounds Stirling at the prevailing exchange rate plus all fees incurred by The Supplier and any late payment charges.

Discounts Vouchers and Coupon Code

The following conditions apply for redeeming Discounts Vouchers or Coupon Code

- The Client may redeem only one Discount Voucher or Coupon Code per Service or Works.

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- A Discount Voucher or Coupon Code shall only be redeemed in full against a single Service or Works.
- A Discount Voucher or Coupon Code shall not be transferable to a third party unless otherwise stated on the Discount Voucher, and then only by prior written agreement with The Supplier.
- A Discount Voucher or Coupon Code can only be redeemed up until the Valid Until Date stated at the time of purchase.
- A Discount Voucher or Coupon Code has no cash equivalent value.

Invoices which become overdue 30 calendar days after issue will be passed to our debt recovery department. In accordance with The Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002 and 2013, The Client will be charge a £45 administration fee per reminder, additionally, The Client will be charged 8% plus the Bank of England base rate on the outstanding amount from the time the service was delivered. A reminder will be sent 14 calendar days after invoice and every 14 calendar days thereafter.

4. Chargeable Variations

Refer to Annex A

5. Limitations of Use

The Service or The Works may not be used by The Client unless prior payment has been received in full or as defined in a payment schedule.

The Service and The Works are made available for the exclusive use of The Client and may not be sold, rented, loaned or shared with any third party without prior written agreement.

The Works may be used for lawful purposes only. The Client agrees to abide by all applicable local, national and foreign laws, treatises and regulations.

The Supplier reserves the right to remove The Works and associated material from its public and private servers and not to provide The Works to broadcaster without notice if it is deemed unsuitable, illegal, factually incorrect, or it is reasonably considered by The Supplier that it may cause offence or which fall outside the relevant broadcast regulations and advertising codes.

The Supplier shall not be liable for any loss or damage either directly or indirectly caused to The Client or any Third Party by removing or not broadcasting The Works even if was later found to be suitable for the purpose it was intended.

The Client shall not provide information to The Supplier that is knowingly or that could reasonably be determined infringes intellectual property rights or that violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);

The Client shall not alter The Works in anyway.

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The Client shall not encourage or instruct any other individual to do any of the foregoing or to infringe these Terms of Service or the relevant Variations in Annex A

The Intellectual and copyright of The Works and associated content remains the property of The Supplier.

6. Support and Maintenance

This Section is Not Applicable under this Terms of Service.

7. Termination and Cancellation

Cancellation Requests must be received by email or writing 30 days in advance.

Cancellation Requests will be acknowledged by the Supplier and without such acknowledgement the Service will have deemed not to be cancelled.

If any activity relating to The Service or provision of The Works is commenced, full payment will be due as if The Service was supplied.

At the termination date, any outstanding unused Service shall be forfeited.

The Client shall be responsible for payment of third-party charges incurred by The Supplier, due in whole or part, to the early termination or cancellation of The Service.

The Supplier may immediately terminate The Services and suspend access to The Service and The Works and remove any material from its servers in the event of a breach of these Terms of Service. Upon termination, all licenses and other rights granted by these Terms of Service will immediately cease. The Supplier is not liable to The Client or any third party for termination of the Services or termination. UPON ANY TERMINATION OR SUSPENSION, ACCESS TO THE WORKS OR SERVICE WILL NO LONGER BE PROVIDED. The Supplier will have no obligation to maintain any information stored in its database related to The Service or to forward any information to The Client or any third party.

Any suspension, termination or cancellation will not affect your obligations to The Supplier under these Terms of Service (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

8. Disclaimer of Warranties

The Supplier disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability provided in The Service or The Works. The Supplier disclaims any responsibility for the deletion, failure to store, or deliver any information or material. The Supplier disclaims any responsibility for any harm resulting any information or material included in The Works.

9. Confidential Information

Confidential Information means any information not publicly available, including but not limited to files, documents, email, other electronic messages, passwords, keys or physical material and which is

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of a personal, private or commercial nature. Confidential Information may also include any information which can be derived from the foregoing which is of a personal, private or commercial nature.

The Client shall adhere to the prevailing General Data Protection Regulations and Data Protection Acts as relevant to businesses operating in the United Kingdom.

Confidential information remains the sole property of The Supplier and under no circumstance shall it be duplicated, passed to a third party in whole or part by any means without written permission by The Supplier.

Whenever The Supplier makes available Confidential Information to The Client, either explicitly or implicitly, it shall be for the sole purpose of execution of, or provision of The Service, or in connection with the supply of, or use of The Works. The Client may not directly or indirectly use, capitalise upon, or exploit any Confidential Information for their own benefit, or for the benefit of a third party, other than for the agreed intended purpose during execution of The Service or use of The Works.

Except as required by law, The Client may not disclose, duplicate, or otherwise make Confidential Information available to a third party without the prior written consent of The Supplier.

The Client shall be in breach of the conditions set out in these Terms of Service and those in Annex A, if Confidential Information is passed to a third party without prior consent by The Supplier.

The Client shall be responsible for notifying The Supplier of any data breach or deviation from Confidential Information terms and conditions stipulated herein as soon as it is known. The Supplier reserves the right to immediate compensation of not less than £100,000 per individual occurrence. This shall not affect The Clients rights as later determined by a court of law.

Unless otherwise agreed in advance in writing, the above confidentiality clauses in these Terms of Service and Annex A shall be effective for 10 years from the end of provision of The Service or supply of The Works.

Immediately after termination or expiration of these Terms of Service, for whatever reason, or upon request of The Supplier, which may be made at any time, The Client shall return all materials containing Confidential Information to The Supplier without retaining any copies, or provide The Supplier with evidence that the Confidential Information is either permanently deleted or has otherwise permanently destroyed all materials containing Confidential Information, without any possibility of recovery.

10. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER BE LIABLE TO THE CLIENT OR ANY USER ON ACCOUNT OF THAT THEIR USE OR MISUSE OF OR RELIANCE ON THE SUPPLIER ARISING FROM ANY CLAIM RELATING TO THIS TERMS OF SERVICE OR THE SUBJECT MATTER HEREOF SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL,

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CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON MONOGRAM MEDIA, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH THE SERVICE OR RECEIVED THROUGH INFORMATION PROVIDED BY THE SUPPLIER AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SUPPLIER. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the foregoing, under no circumstances shall The Supplier be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, industrial disputes, riots, insurrections, civil disturbances, shortages of manpower or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in electricity supply, heat, light or air conditioning.

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Annex A:

Additional Terms and Conditions relating to specific Services and Works. Where applicable the Terms and Conditions below expand upon those in **The Master Terms of Service**.

Retained Services

- **Service Description**
 - Retained Services including but not limited to Marketing, Advertising Campaign Management, Business Development, Training, Coaching, Mentoring, Audio & Video Production, Web Design, Software Design Implementation & Maintenance and Data Analysis which are supplied on a prior agreed recurring basis over a predetermined length of time.

- **Payment**
 - Travel, accommodation, subsistence and other reasonable out of pocket expenses incurred by The Supplier, its subsidiaries or employed third parties engaged during any stage of the development, production, management, operation, installation, maintenance, decommissioning or other activities in relation to The Service shall be reimbursed to The Supplier upon receipt of an invoice.
 - Payment for retained Consultancy Services shall be through monthly standing order, one calendar month in advance. The first payment being due prior to the commencement of The Service, then monthly on or before the 1st working day of the month.

- **Chargeable Variations**
 - The Supplier reserves the right to make additional charges in connection with providing The Service where additional work or expense by The Supplier or its nominated third parties has been incurred. Where practical, The Client shall receive prior notification of these charges.
 - For retained Marketing and Consultancy Services The Client may, by prior agreement, carryover up to fifty percent of the regular allocated time per month. The carry over time is only permitted for one consecutive month and on no more than on two occasions within a 12 month period. Any carry over time beyond a month will be forfeited. Unless otherwise agreed in advance, The Client is still required to pay the monthly retained Service charge in full as if The Service had been provided.

- **Limitations of Use**
 - The Client shall be responsible for all UK and international royalty payments in connection with The Works where required.
 - The Client is granted an exclusive licensed under these Terms of Service to use The Works for advertising, promotion, recruitment, marketing and training for the period of the Terms of Service.

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- Termination and Cancellation
 - For retained Marketing and Consultancy Services they shall be supplied for a period of not less than 12 calendar months from the date of commencement and may be terminated with one calendar month notice from month 11 onwards. After which time, The Service shall continue and be charged for on a rolling month basis.

Online Subscription Services

- Service Description
 - Creative Works or Services for which a monthly or annual payment due. This includes but is not limited to, access to an online membership service.
- Payment
 - Payment for online subscription Services shall be in advanced by electronic transfer as specified in the products description at the time of purchase.
- Termination and Cancellation
 - In accordance with the UK laws on Distances Selling of Digital Goods and services, The Client wavers their right to cancel within 14 days.
 - Cancellation Requests must be received by email or writing one calendar month in advance of the next billing date.

Product Affiliates

- Service Description
 - An Affiliate is a person or corporate body who receives a commission payment in return for selling The Supplier's Works or Services.
- Payment
 - Commission Payments shall only be paid for Approved Sales of The Service or Works.
 - A statement of Approved Sales will be emailed to an Affiliate or accessed via The Supplier's Affiliate website.
 - Commission Payments for Approved Sales will be made on the Commission Payment Date which is the 1st working day of each month.
 - The Affiliate shall accrue not less than £50 commission, excluding any charges, prior to being eligible for a first Commission Payment. Thereafter, The Affiliate shall have a minimum commission balance of £5 prior to Commission Payment Date before being eligible for a Commission Payment.
 - Commission Payments will be made in GB Pounds Stirling by electronic transfer to the Affiliates registered PayPal account. No alternative payment method is available.
- Termination and Cancellation

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- In accordance with the UK laws on Distances Selling of Digital Goods and services, The Affiliate wavers their right to cancel within 14 days.
 - Cancellation Requests must be received by email or writing one calendar month in advance of the next commission Payment Date, no commissions will accrue after this period.
 - Under no circumstance will The Supplier be responsible for tracking Affiliates web links or associated advertising creative or The Works.
 - The Supplier may, at its sole discretion, withhold or forfeit the Commissions due to an Affiliate if the Affiliate violates any terms and conditions of this Agreement.
 - The Supplier reserves the right to withhold payments if an Affiliate is suspected of fraudulent activity. In cases where Affiliate violates any of these Terms and Conditions all Commission Payments shall withheld for as long as the Affiliate is in breach.
- Limitations of Use
 - An Affiliate shall not derive any rights to The Works.
 - An Affiliate shall not mislead a third party regarding their status as an Affiliate.
 - An Affiliate shall only use prior approved adverting and marketing material.
 - Under no circumstance shall An Affiliate's advertising and marketing compete with that of The Supplier's.
 - Unless by prior written agreement an Affiliate shall not enter into any arrangement with a third party relating to the purchase or ongoing use of The Works.

Licensed Products

- Service Description
 - Licensed Products are The Works which The Client has access to and is paid for over an agreed limited period. The Works may include, but are not limited to, Social Media Content, bespoke or tailored Works and Library for which The Supplier has agreed to permit limited usage by The Client.
- Payment
 - Payment for Licensed Products services shall be through electronic transfer one calendar month in advance. The first payment being due prior to the commencement of The Service, then monthly on or before the 1st working day of the month.
- Limitations of Use
 - The Client shall be responsible for all UK and international royalty payments in connection with The Works.
 - The Client is granted an exclusive non-transferable licensed under these Terms of Service to use The Works for advertising, promotion, recruitment, marketing and training for the period of the Terms of Service.

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Training

- Service Description
 - The provision of online or in person training to an individual or group of people.
- Payment
 - Payment for training courses is due in full 14 days prior to the course date. Delegates may change dates once or they may nominate an alternative attendee but not both. A £50 administration charge will be incurred for any changes. Fifty percent of the course fees are due at the time of booking.
 - Travel, accommodation, subsistence and other reasonable out of pocket expenses incurred by The Supplier, its subsidiaries or engaged third parties during any stage of the development, delivery of, any other activities in relation to The Service shall be reimbursed to The Supplier upon receipt of an invoice.
- Chargeable Variations
 - The Supplier reserves the right to make additional charges in connection with providing The Service where additional work or expense to The Supplier or its nominated third parties has been incurred. Where practical, The Client shall receive prior notification of these charges.
 - Where The Service is retained the Client may, by prior agreement only, carryover up to fifty percent of the regular allocated time per month. The carry over time is only permitted for one consecutive month and on no more than one occasion with a 12-month period. Any carry over time beyond a month will be forfeited. Regardless of carryover, The Client is required to pay the monthly retained Service charge in full.

Radio and Online Streamed of Paid Advertising, Sponsorship and Promotions

- Service Description
 - Advertising commercials, sponsorship and promotional productions shall be treated as The Works.
 - Airtime is defined as the allotted time of broadcast or streaming of The Works.
- Payment
 - Payment for Airtime is due in full prior to broadcasting or as stated in a payment schedule if supplied.
- Limitations of Use
 - The Client shall be responsible for all UK and international royalty payments in connection with The Works.
- Termination and Cancellation
 - The Supplier shall not be obliged to refund the supplier for unused advertising or sponsorship airtime due to early termination of the agreement.