

Juno Publishing and Media Solutions Ltd: Terms and conditions for the acceptance of advertising

1) Definitions

- 1.1 'Advertisement' means an electronic advertisement, which the Advertiser asks to be placed in Semiconductor Today or related media.
- 1.2 'Copy Change' means a change to the advertisement's content, but not its size or shape.
- 1.3 'Conditions' refers to these clauses and any changes agreed in writing by a director of Juno Publishing and Media Solutions Ltd.
- 1.4 'Contract' means a legally binding agreement between the advertiser and Juno Publishing and Media Solutions Ltd, for the placement of advertising in Semiconductor Today and/or related media according to the information in the relevant Booking Confirmation Form.
- 1.5 'Advertiser' means the person or firm to whom Juno Publishing and Media Solutions Ltd address the Booking Confirmation Form.
- 1.6 'Copy Date' means the date shown on the Booking Confirmation Form or on the Semiconductor Today website (www.semiconductor-today.com).
- 1.7 'Booking Confirmation Form' means the form sent to an advertiser detailing the order.
- 1.8 'Media Pack' means the Semiconductor Today media pack in effect at the time of booking, and includes, among other things, the rate card, mechanical and technical specifications and copy and cancellation deadlines.
- 1.9 'Writing' includes e-mail and fax communications.

2) Basis of contract

- 2.1 Advertisements are accepted on the basis of these Conditions. Unless approved in Writing by a director of Juno Publishing and Media Solutions Ltd, the conditions stipulated on an Advertiser's Booking Confirmation Form or anywhere else shall be void.
- 2.2 Variations to these Conditions only apply if agreed in Writing by a director of Juno Publishing and Media Solutions Ltd.
- 2.3 The issue of a Booking Confirmation Form shall amount to an offer by Juno Publishing and Media Solutions Ltd to the Advertiser to enter into a Contract. A signed Booking Confirmation Form signifies the Advertiser's acceptance of the Contract.
- 2.4 Juno Publishing and Media Solutions Ltd's employees/representatives are restricted from changing these Conditions and from offering discounts not authorized by a director of Juno Publishing and Media Solutions Ltd.
- 2.5 Any error or omission in Semiconductor Today's Media Pack, Booking Confirmation Form, invoice or other Juno Publishing and Media Solutions Ltd document shall be subject to correction without any liability on the part of Juno Publishing and Media Solutions Ltd.

3) Advertiser's obligations

- 3.1 The Advertiser agrees to supply the Advertisement in the manner stipulated by Juno Publishing and Media Solutions Ltd and before the Copy Date. Juno Publishing and Media Solutions Ltd is under no obligation to return Advertisement materials to the Advertiser.
- 3.2 If the Advertiser does not comply with the clauses contained in this document, Juno Publishing and Media Solutions Ltd reserves the right not to publish the supplied Advertisement. In such cases, Juno Publishing and Media Solutions Ltd also reserves the right to repeat the Advertiser's latest copy, but if copy is not available Juno Publishing and Media Solutions Ltd may charge the gross amount for the space booked, as shown in the Booking Confirmation Form.
- 3.3 The Advertiser agrees to make certain that the Advertisement complies with all legal requirements governing countries where Semiconductor Today and related media are circulated. If the Advertisement is found not to comply, Juno Publishing and Media Solutions Ltd reserves the right to suspend the Advertisement. In such cases, the Advertiser will have no claim for damages for breach of contract.

4) Juno Publishing and Media Solutions Ltd's obligations

- 4.1 Juno Publishing and Media Solutions Ltd will publish the Advertisement in Semiconductor Today and/or related media and will distribute the media according to the Contract.
- 4.2 Juno Publishing and Media Solutions Ltd gives no guarantee as to time of publication.
- 4.3 Juno Publishing and Media Solutions Ltd gives no guarantee as to the future circulation demographics of its publications.

5) Receipt of advertising copy

- 5.1 Where Juno Publishing and Media Solutions Ltd are required to conduct additional production work because of any act or default of the Advertiser or its agents, the Advertiser agrees to pay for this work. Extra charges will be confirmed with the Advertiser before work is undertaken. These charges will be added to the invoice.

6) Amendment and cancellation

- 6.1 An Advertiser may change the size or shape of an Advertisement or cancel an Advertisement altogether by giving notice in Writing to Juno Publishing and Media Solutions Ltd not less than 8 weeks before its Copy Date. The Advertiser's right to cancel is in addition to statutory rights. Cancellation will be effective on the issue of a confirmation in Writing from a director of Juno Publishing and Media Solutions Ltd.
- 6.2 The Advertiser will inform Juno Publishing and Media Solutions Ltd in writing not less than 2 weeks prior to the Copy Date if it is to change the content of its Advertisement, otherwise Juno Publishing and Media Solutions Ltd will repeat the Advertiser's Advertisement from the last issue in which the Advertiser appeared.
- 6.3 Where an Advertiser cancels an Advertisement, the Advertiser will be charged for any series discounts or other discounts granted to the Advertiser by Juno Publishing and Media Solutions Ltd for an Advertisement or series of Advertisements which have been published prior to cancellation.
- 6.4 Cancellation notices that do not comply with the conditions stated herein shall be ineffective and the Advertiser will be liable to pay the gross cost shown in the Booking Confirmation Form for the booked Advertisement.
- 6.5 Juno Publishing and Media Solutions Ltd may change the size, shape, location, and content of an Advertisement at any time, and in such cases no claim on the part of an Advertiser for damages for breach of contract shall arise.
- 6.6 Juno Publishing and Media Solutions Ltd reserves the right to omit, cancel or suspend the space for any Advertisement, not to run any other Advertisements in a series or cease to produce or alter the publication dates of any Juno Publishing and Media Solutions Ltd publication, and in such cases no claim on the part of an Advertiser for damages for breach of contract shall arise.
- 6.7 All other rights applicable to Juno Publishing and Media Solutions Ltd are unaffected by the clauses in this section.

7) Advertising rates

- 7.1 Advertisement rates will be stated on the Booking Confirmation Form. All rates quoted are valid for 15 days or until earlier acceptance by the Advertiser. Rates not accepted by an Advertiser within 15 days may be altered by Juno Publishing and Media Solutions Ltd without giving notice to the Advertiser.
- 7.2 All amounts stated in these Conditions are exclusive of VAT, which shall be due at the rate ruling on the date of the VAT invoice.

8) Terms of payment

- 8.1 Juno Publishing and Media Solutions Ltd may invoice the Advertiser for the price of the Advertisement (or series) at any time after publication, or at an earlier time agreed between Juno Publishing and Media Solutions Ltd and the Advertiser, and/or on the written confirmation of a cancellation by the Advertiser. This invoice may include discounts repayable under clause 6.3 above.
- 8.2 Unless other payment terms are agreed between Juno Publishing and Media Solutions Ltd and the Advertiser, the Advertiser shall pay the price of the Advertisement (or series) within 30 days of Juno Publishing and Media Solutions Ltd's invoice date. The Advertiser is only entitled to claim any discounts shown on the Booking Confirmation Form where full payment is received by Juno Publishing and Media Solutions Ltd on or before the due date for payment of the relevant invoice.
- 8.3 If payment is to be made by installments and the Advertiser fails to pay any installment on its due date, Juno Publishing and Media Solutions Ltd is entitled to demand payment of the unpaid balance, and all arrears.
- 8.4 The Advertiser may not withhold payment of any invoice or any other amount due to Juno Publishing and Media Solutions Ltd by reason of counterclaim, which the Advertiser may have or allege to have for any reason whatever.
- 8.5 If the Advertiser fails to comply with any of the Conditions, it shall nevertheless continue to be liable for all charges due.

9) Indemnity

- 9.1 The Advertiser shall indemnify Juno Publishing and Media Solutions Ltd against any loss, cost, liability or claim in connection with any Advertisement awarded against or incurred by Juno Publishing and Media Solutions Ltd or its employees or agents or paid or agreed to be paid by Juno Publishing and Media Solutions Ltd in settlement of any claim.

10) Intellectual property rights

- 10.1 The Advertiser warrants that it is the owner or has been duly authorized by the owner of any copyright material, brand name, trademark, service mark or logo to be incorporated into the Advertisement.
- 10.2 All intellectual property rights created or used by Juno Publishing and Media Solutions Ltd in connection with the Contract shall be and remain the property of Juno Publishing and Media Solutions Ltd.

11) Proofing

- 11.1 The Advertisement will be published in accordance with the information provided by the Advertiser. Juno Publishing and Media Solutions Ltd is not obliged to issue proofs to the Advertiser.

12) Warranties and liability

- 12.1 Juno Publishing and Media Solutions Ltd's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise in connection with any Advertisement or otherwise under this Contract shall be limited to the price payable by the Advertiser under the Contract net of discounts, as shown on the Booking Confirmation Form. Juno Publishing and Media Solutions Ltd shall not be liable for any increased costs or expenses, loss of profit, business, contracts, revenues or any anticipated savings, of the Advertiser or for any special indirect or consequential damage of any nature whatsoever.
- 12.2 Juno Publishing and Media Solutions Ltd does not exclude or restrict its liability for death or bodily injury caused by the negligence of Juno Publishing and Media Solutions Ltd or of its employees while acting in the course of their duties.
- 12.3 All warranties, conditions or other terms implied by statute or common law are excluded except as expressly provided in these Conditions.
- 12.4 If the Advertiser shall inspect the copy of the Advertisement as published. Any claim by the Advertiser which is based on any error or omission in the Advertisement shall be notified to Juno Publishing and Media Solutions Ltd not more than 7 days after the publication date. If the Advertiser does not notify Juno Publishing and Media Solutions Ltd in this way, Juno Publishing and Media Solutions Ltd shall have no liability for such errors or omissions and the Advertiser shall be bound to pay the price as if the Advertisement had been published in accordance with the Contract.
- 12.5 Where any valid claim in respect of any Advertisement which is based on errors or omissions in the Advertisement is notified to Juno Publishing and Media Solutions Ltd in accordance with these Conditions, Juno Publishing and Media Solutions Ltd shall be entitled to publish a similar correct Advertisement free of charge in the next issue of Semiconductor Today, or at Juno Publishing and Media Solutions Ltd's sole discretion, refund to the Advertiser such part (not exceeding the whole) of the charge for the Advertisement concerned, as is fair and reasonable having regard to the nature of the error or omission.
- 12.6 Juno Publishing and Media Solutions Ltd shall not be liable in respect of any breach of these conditions due to any cause beyond Juno Publishing and Media Solutions Ltd's reasonable control.

13) General

- 13.1 Any notice or other communication required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. If sent by first class prepaid post, it will be deemed to have been received two working days after dispatch, and if by fax at the start of business on the working day after dispatch.
- 13.2 No waiver by Juno Publishing and Media Solutions Ltd of any breach of the Contract by the Advertiser shall be considered as a waiver of any subsequent breach of the same or any other Condition.
- 13.3 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 13.4 Any reference in these Conditions to a statute or a provision of a statute shall be deemed to be a reference to that statute or provision as subsequently amended, extended or re-enacted.
- 13.5 The Contract shall be governed by the laws of England and Wales.