



Welcome, and thanks for using Total Guide to Ltd to promote your business. By purchasing and submitting an advertising request online, you agree to be legally bound by the terms below, so please take a moment to read them.

Your digital advertising package allows your ads to be served on Total Guide to Ltd's platforms, social networks and email newsletters and enabled third parties (collectively, "Properties") i.e. our PR Agency may share your content on their website/platforms to give you further reach.

### **1. Advertising Order**

a) Within the following Terms and Conditions, "Advertising Order" shall mean the order (on Total Guide to Ltd's standard format) by an advertising agent or other advertiser (hereafter "Client") to place an advertisement or several advertisements via online media (including information and communication services such as an email bulletin), for the purpose of promoting the Client's business or services.

b) These Terms and Conditions apply to all of the Client's future Advertising Orders, irrespective as to whether or not express reference is given to them.

### **2. Advertisement**

a) Within the context of these Terms and Conditions, advertising copy can consist of one or more of the elements named, as follows:

A picture and/or text and/or moving picture sequences, email marketing, social media posts, content and video (incl. amongst other things, a banner); or a sensitive surface, which on clicking establishes contact via an online address determined by a client to further data lying within the client's sphere or elsewhere, (i.e. a link).

b) Advertisements, which by virtue of their appearance are not recognisable as such, are to be made discernible as such. The Client is obliged to ensure that via its advertisements access cannot be obtained to any other data, content or other web sites which are illegal or which will violate the rights of third parties and in particular will not allow access to content which is morally offensive (especially racial, pornographic, insulting, harassing, obscene or that glorifies violence). Should this nevertheless be the case, Clause 3 a) and b) will apply.

### **3. Ad Services**

Your advertising must comply with Applicable Law and all applicable terms.

You are responsible for the use of any images, logos and content you upload/request to be added to the Total Guide to Ltd platforms.





- a) We may reject advertising, modify or terminate and refund for restricted companies/content (specifically – tobacco products, drug related products, online gambling, sex industry, political parties/broadcasts).
- b) Although we proof everything before it goes live on the Total Guide to Ltd platforms, you are ultimately responsible for (i) all ads and content therefore submitted by or on your behalf through Total Guide to Ltd, including the creatives, trademarks, images, URLs and pixels that comprise the ads or content therefore (collectively, your "Ads"), (ii) all content and property to which ads direct viewers, as well as redirects ("Destinations"), and (iii) all services and products advertised ("Advertised Goods").
- c) You are responsible for any activity conducted through your account, including any purchases made or charges incurred. If you identify that you are using Total Guide to Ltd on behalf of a business, if that business indicates that you are no longer authorized to place ads on its behalf (e.g., if you leave that business, are no longer their ad or media buying agency, or change roles within that business), you agree you may be removed from accounts associated with that business.
- d) If you purchase an ongoing package, you will be contacted by a member of the team and will be set up on Basecamp (where we manage all our ongoing client accounts and communicate individually with each client). You will receive an invitation to join the project via the email address you submitted when you purchased your package.

#### **4. Formation of contract**

- a) Subject to individual provisions to the contrary, a contract is formed on these Terms and Conditions by confirmation of the Advertising Order by Total Guide to Ltd, in writing or via e-mail. If, without such confirmation, Total Guide to Ltd publishes the Client's advertisement, then this shall also be confirmation of the Advertising Order. Verbal or telephonic confirmations by Total Guide to Ltd are also subject to these Terms and Conditions.
- b) In the event of Advertising Orders being placed by advertising agencies on behalf of their clients, the contract will be between Total Guide to Ltd and the advertising agency.

#### **5. Completion term**

Advertising order an/or advertising information via Basecamp or email must be sent in time for us to complete your desired start date (min within 5 working days of your campaign due to go live). Ongoing-package contact lengths are 12 months unless specifically outlined in your order. Ad-hoc packages are as specified by client.

#### **6. Insertion**

- a) Advertisements will be inserted as mutually agreed or at Total Guide to Ltd reasonable discretion and at the contractually determined transmission times as detailed in the Advertising Order. If, due





to the design of the advertisement or the advertising surrounding, it appears to Total Guide to Ltd to be

necessary to do so, Total Guide to Ltd is allowed to indicate clearly on every advertisement that it is an advertisement (see Clause 3) without this requiring the Client's permission.

However, the Client is already obliged during production to ensure that advertisements are recognisable as such.

b) Total Guide to Ltd is free to design the surrounding content, unless contractually agreed otherwise in writing.

### **7. Delivery of data**

a) The Client is obliged to ensure correct, complete and timely delivery of advertisements before transmission date and in particular in accordance with Total Guide to Ltd's format or technical standards. The Client shall also ensure that no security risks, such as viruses or other technical problems, shall arise from the use of the advertisements. Should damage to Total Guide to Ltd be incurred by the use of the advertisements supplied by the Client, the Client will be held liable.

b) The client will be charged for the provision of late copy. Copy should be sent by the Client to Total Guide to Ltd 4 working days before a campaign is due to start; and If the copy and creative is not delivered by 9am the day before the campaign is due to start the full cost of campaign will be invoiced. After this point the agreed start date for creative campaigns cannot be rescheduled. If creative is late the Client will therefore lose days from its campaign.

c) If not produced by Total Guide to Ltd, advertising copy must be delivered by e-mail/Basecamp as picture data files or redirects giving the Pixel standards. Should the advertisement data and materials prove to be unusable or not correspond with the contractually agreed standards, the Client will be notified as soon as possible and informed as to the reasons. The Client bears the risk when transmitting advertisement data and/or delivering materials. Advertisement data and materials are only to be sent to the official email address of the sales contact at the Total Guide to Ltd's sales department or basecamp.

d) Total Guide to Ltd's responsibility for storing the advertisement ceases three months after its last publication.

e) Costs to Total Guide to Ltd for alterations to the advertisement made at the request of or incurred by the Client, will be carried by the Client.

### **8. Right of refusal**

a) Total Guide to Ltd reserves the right to refuse or to block any advertisements or parts thereof if Total Guide to Ltd is of the opinion that their content is in violation of law or official regulations,

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these Terms and Conditions or if by virtue of their content, origin or technical form are unacceptable for Total Guide to Ltd.

b) In particular, Total Guide to Ltd can block an advertisement which has already been published if the Client subsequently alters the content or the data to which a link refers, where such altered content or data thereby comes within Clause 8 a). In the event of one of the above-mentioned cases occurring, Total Guide to Ltd will immediately inform the Client that Total Guide to Ltd will not publish or alternatively will block the advertisement.

c) In the event of Total Guide to Ltd blocking an advertisement, it will inform the Client of such blocking as soon as possible. In the cases described in Clause 8 a) and b), Total Guide to Ltd shall have no liability to the Client, the Client has no rights of redress against Total Guide to Ltd, and in particular no rights to claims for damages.

#### **9. Price list**

a) Prices are valid at the time the Advertising Order is placed with Total Guide to Ltd. The right to alter the price list is reserved by Total Guide to Ltd. For Advertising Orders confirmed by Total Guide to Ltd, price increases are only effective if these are announced at least one month prior to publication of the advertisement. In the event of a price increase, the Client has the right to cancel the Advertising Order at the end of the agreed campaign term. The right to cancel or give notice must be exercised within 14 days of receipt of notice of the price increase.

b) Selling prices are not inclusive of sales or value added tax; where applicable, these will be charged separately at the legally applicable rate. The basic price is the consideration for the insertion of the advertisement and contains neither production nor other costs. To the extent that such other costs are incurred, they will be charged separately and are in all cases the Client's responsibility. Further production or other costs shall not be incurred by Total Guide to Ltd without the Client's prior consent.

c) Price discounts shall be as detailed in Total Guide to Ltd's current published price list. Advertising agencies and other advertising middlemen are, in their quotations, offers, contracts and invoices to advertisers, obliged to adhere to Total Guide to Ltd's current published price lists.

#### **10. Discounts**

The discounts given in Total Guide to Ltd's current published price list are given for the total invoiced amount for advertisements transmitted within a calendar year. Discount rates given within the framework of mechanical/electronic order processing are therefore only to be regarded as provisional.

#### **11. Agency remuneration**

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An agency commission of 5-10% will be given for all Advertising Orders which are contractually agreed via an advertising agency – unless otherwise agreed by the agency and Total Guide to Ltd. The basis for calculating this commission shall be the total net invoice value of an Advertising Order placed by an advertising agency, excluding sales or value added tax and after deduction of discounts.

Should the agency commission change as a result of additional invoice value or cancellation, the agency commission will be re-calculated, resulting in either a further debit or credit to the agency.

## **12. Payment Terms**

If paying via invoice, payment of cleared funds must be deposited in our bank account 30 days after the invoice date, or via the pay now link on the invoice or via DD. Bank details are:

Account Name: Total Guide to Ltd

Bank: HSBC

Sort Code: 40-98-31

Account Number: 81528416

## **13. Fees, Payment and Cancellation**

We will charge you periodically on the basis shown when your campaign was set up (this is typically monthly, upfront or on an ad-hoc basis).

a) You agree to pay on the basis and at the rate shown when a campaign, order or other purchase was submitted through your account e.g. package price. You also agree to pay all applicable taxes, government charges and foreign exchange fees. For these purposes, taxes include all federal, state, and local sales, use, gross receipts, VAT, GST, levies and similar transaction taxes. You will have no liability for income taxes that are statutorily imposed on Total Guide to Ltd including taxes or fees measured by Total Guide to Ltd's net or gross income.

b) Total Guide to Ltd will periodically charge your payment method at the advertised rate on your package of choice. All amounts paid are non-refundable, except for any advertising requests we reject. If we reject an advert, you will be notified and refunded in full within 72 hours. You remain responsible for any uncollected amounts. Total Guide to Ltd may charge interest for any overdue amounts at the rate of the lesser of 1% per month or the lawful maximum, and you agree to reimburse us for all collection costs for overdue amounts. The amount you owe will be according to the package you choose, as clearly displayed when you add to your cart. Total Guide to Ltd is not responsible for click fraud, fraudulent leads, technological issues or other potentially invalid activity by third parties.

c) Your ads may continue to display for a short period after your campaign duration has ended. At least 4 weeks before your contract end date, the team will be in touch with your stats report and will discuss a renewal contract with you. If you would like to renew but there is a delay in sign off and

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you would like your ads displayed before you are able to confirm your new contract, you will be charged on a month on month basis whilst your ads are still live, until you have confirmed your new packages.

Unless you change or remove your payment method, Total Guide to Ltd may store and update (e.g., upon expiration) your payment method for use with subsequent campaigns, orders and purchases submitted through your account.

If you decide not to renew, Total Guide to Ltd will endeavour to cease your campaign promptly following your cancellation, but you agree to pay and will be charged at the agreed rate until Total Guide to Ltd are informed of your decision.

#### **14. Cancellation**

In individual, substantiated cases Total Guide to Ltd can, at its own discretion and up to 6 weeks prior to the first transmission of the advertisement, grant the Client the possibility of cancelling the Advertising Order, in fully substantiated cases, up to 3 weeks prior to the first transmission. A request for such a concession must in any case be submitted to Total Guide to Ltd either in writing or by e-mail. There is no possibility of cancellation for advertising which is directly incorporated in the production of informational matter (sponsoring of specials, video or events) by Total Guide to Ltd.

#### **15. Refunds**

a) Should an Advertising Order not be fulfilled by a Client for reasons for which Total Guide to Ltd is not responsible, the Client, notwithstanding other legal responsibilities, must repay the difference in discount between the amounts originally allowed (based on expected invoiced value) and that allowable on the basis of the actual invoiced value.

b) If nothing to the contrary has been agreed and if having concluded a contract which, in accordance with Total Guide to Ltd's current published price list entitles him from the outset to a discount, the Client is entitled retrospectively to a refund which corresponds with his actual order value placed within a calendar year. The right to such a refund expires if within three months following acceptance of the Advertising Order by Total Guide to Ltd, this right is not exercised.

#### **16. Settlement conditions**

a) In the absence of any agreement to the contrary, the Client shall pay all invoices 30 days from the date of invoice.

b) Should the Client fail to settle any invoice in full in accordance with clause 12 (a) above, it shall be liable to pay interest on the outstanding sum at a rate of 3% above the base rate from time to time of the Bank of England. Such interest shall accrue from day to day and shall be compounded annually. In addition, whilst such sums owed remain outstanding, Total Guide to Ltd can postpone further execution of the advertisements covered by the current Advertising Order without the Client

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having claim to compensation and can demand advance payment for the completion of an Advertising Order.

c) Objectively founded doubts as to the Client's solvency shall entitle Total Guide to Ltd to make the continued appearance of advertisements conditional upon advance payment and settlement of

outstanding invoices, even during the current contractual period and without regard to payment terms originally agreed.

d) The Client shall not be entitled to a right of set-off against Total Guide to Ltd.

e) In consideration of Total Guide to Ltd continuing to supply the Client with goods and services from time to time as specified by the Client in the "Advertising Order", the Client agrees the following:

The orders placed are divisible. Each delivery of goods and/or services made thereunder;

i) shall be deemed to arise from a separate contract, and

ii) shall be invoiced separately and any invoices for a delivery of goods or services provided shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any contract.

#### **17. Total Guide to Ltd's duties concerning information**

In the absence of any agreement to the contrary, Total Guide to Ltd is obliged to have within ten working days following completion of an Advertising Order, information available for the Client, giving the number of "hits" (accesses) obtained through the advertisement.

#### **18. Data privacy protection**

The Advertising Order is to be carried out with due regard to the ruling data privacy protection rights regulations. In particular, the Client shall comply at all times with the General Data Protection Regulation (GDPR) and Data Protection Act 2018 and warrants that it shall obtain all necessary consents to enable Total Guide to Ltd to process any personal data that it delivers to Total Guide to Ltd for the purposes of an Advertising Order (for example in relation to email bulletins). The Client shall indemnify Total Guide to Ltd against all actions, claims and proceedings from time to time made against Total Guide to Ltd and all loss or damage and all payments, costs (including legal costs) or expenses made or incurred by Total Guide to Ltd as a result of the Client being in breach of this clause.

#### **19. Faulty delivery**

In the event of an Advertising Order not being completed for reasons for which Total Guide to Ltd is not responsible, in particular force majeure, the Advertising Order will, if possible, be completed later. If the Advertising Order is completed later and within a reasonable, acceptable period after removal of the cause of the delay, Total Guide to Ltd's right to remuneration remains. Should it not

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be possible to complete the Advertising Order later and within a reasonable and acceptable period, the Client is entitled to repayment of remuneration so far paid. Client claims beyond this are excluded.

## **20. Total Guide to Ltd's warranty**

a) Within the framework of customary technical standards and subject to the exceptions detailed below, Total Guide to Ltd warrants the best possible reproduction of the advertisement. The Client however is aware that the current state of art makes it impossible to produce an entirely faultless programme. The warranty does not cover insignificant faults in the reproduction of the advertisement. Furthermore, the warranty does not apply to faults caused by technical disruptions, in particular a power and/or computer breakdown resulting from a systems failure; or the use of unsuitable presentation soft- and/or hardware (e.g. browser); or a disruption in the communications network of other operators; or incomplete and/or out-of-date offers on so-called "proxies" (buffer stores); or a breakdown of the ad-server, which continues for no longer than 24 hours (continuous or in the aggregate). Subject always to the exceptions detailed in clause 15 above, in the event of the ad-server breaking down for a substantial period (more than 10 per cent of the time booked) and within the framework of a specific time scale booking, the Client shall not be liable for payment during such breakdown period. Alternatively, the client may agree a pro-rata extension of the campaign.

b) Total Guide to Ltd shall not be liable to the Client for defects in the advertising or the areas to which the advertising links which are not the fault of Total Guide to Ltd (for example, a website to which advertising links is not available). In addition, Total Guide to Ltd shall not be liable for any perceived ineffectiveness of the advertising campaign where there are such defects. Immediately following the initial transmission, the Client is obliged to check the advertising ordered and to make known any possible defect which may have emerged and to make this known in writing to Total Guide to Ltd without delay, at the latest however within two weeks of initial transmission. To the extent that no defects are made known to Total Guide to Ltd within this time period, Total Guide to Ltd shall have no liability to the Client for such defects or their effect on the advertising campaign as a whole. In the event of any defect which is the fault of Total Guide to Ltd having been indicated punctually by the Client in the manner described above, Total Guide to Ltd's liability shall be limited to rectification of the defect and/or compensatory publication. Should the rectification be unsuccessful, the Client is entitled to choose a price reduction for future advertising or a refund of monies already paid.

## **21. Client undertaking**

a) The Client undertakes that in relation to all advertisements or content to which they link it owns all legal rights in or has a legally binding licence to use all such content, that the use or inclusion of such content shall not infringe or violate the legal rights of third parties (in particular any copyright or intellectual property rights) or other laws or regulations and that the advertisements or content

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to which they link shall not contain anything which is morally offensive (see Clause 3), defamatory or libellous. The Client shall indemnify Total Guide to Ltd against all actions, claims and proceedings from time to time made against Total Guide to Ltd and all loss or damage and all payments, costs (including legal costs) or expenses made or incurred by Total Guide to Ltd as a result of the Client being in breach of this clause.

b) The Client is bound in good faith to support Total Guide to Ltd with information and materials in Total Guide to Ltd's legal defence against third parties.

c) In the event of commencement of legal proceedings by authorities or criminal proceedings against Total Guide to Ltd, Clauses 17 a) and b) apply.

d) The Client grants to Total Guide to Ltd, as is necessary both in time and content for completion of the Advertising Order, a licence for all necessary rights of use, performance rights and other rights of copyright for use of the advertisement or content to which advertisements link in all types of online media, in particular the right to duplicate, publish, convey, transmit, extract and call-off from a database. In all cases, the aforementioned rights are granted without geographical limitation and authorise transmission using all known technical methods, as well as all known types of online media.

## **22. Liability**

a) Total Guide to Ltd shall not be liable for the following loss or damage, whether indirect, howsoever caused and whether or not foreseeable by the parties: economic loss including administrative and overhead costs, loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of every description.

b) Subject to liabilities it cannot legally exclude or limit, Total Guide to Ltd's total liability under an Advertisement Order, whether arising out of breach of contract, negligence or breach of statute, shall not exceed the total fees due to Total Guide to Ltd under the relevant Advertisement Order.

## **23. Limitation of Liability**

These are the limits of legal liability each of us may have to the other.

a) To the fullest extent permitted by law, neither party, including its respective affiliated companies, will be liable to the other in connection with these T&Cs for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages.

b) Neither party, including its respective affiliated companies, will be liable to the other in connection with these T&Cs for an amount that exceeds the greater of (a) 5 times the total fees paid or payable to Total Guide to Ltd during the 1-month period before the event giving rise to the liability or (b) GBP £100.00.

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c) These limitations of liability do not apply to a party's (i) payment, confidentiality or indemnification obligations; (ii) liability for fraud, gross negligence or intentional misconduct; (iii) liability for death or personal injury; or (iv) violation of the other party's intellectual property rights.

## **24. General**

Severability:

If any provision (or part of a provision) of these Terms and Conditions or an Advertising Order is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

Entire Agreement:

These Terms and Conditions, the Advertising Order and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

## **25. Miscellaneous**

Here are some important details about these T&Cs, including changes to the terms, surviving terms, the contracting LinkedIn entity and dispute resolution.

The provisions of the User Agreement relating to feature-specific terms, termination, interpretation, notice and assignability apply to these T&C. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to these T&Cs or not) relating to the subject matter of these T&Cs other than as stated. These T&Cs do not create a partnership, agency relationship, employer relationship or joint venture between the parties.

Total Guide to Ltd may change the terms by notice to you (for example, by a notice displayed in Basecamp, email or on the website) and both parties agree that changes cannot be retroactive. If you do not agree to these changes, you must not renew your campaign.

If you have entered into a separate advertising agreement with Total Guide to Ltd with terms that cover subject matter also addressed in the T&Cs, those separate terms govern with respect to that subject matter but the advertising T&Cs (including the Advertising Guidelines still governs with respect to any additional subject matter (e.g. website demographics, analytics, email marketing, social media). Otherwise, these advertising T&Cs (including the Advertising Guidelines) govern with respect to all use of the Ad Services.

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