



GENERAL TERMS AND CONDITIONS FOR PROVISION OF THE SERVICES OF ADVERTISING IN THE PRINT PUBLICATIONS AND ON THE INTERNET

PURPOSE OF THE CONTRACT

This contract has as its purpose the service provision of advertising and internet services by OMNIMEDIA PUBLICATIONS INDIA PVT. LTD., hereinafter the Company, in exchange for the payment of a price by the client/advertiser, under the terms that are established in these General and Special Conditions (the ones expressed in the contract signed by both parties) in the advertising and internet services contract.

The use by the client of the Company's services implies, in any case, adherence to these General Terms and Conditions. The actual acceptance by the Company of the advertisement is contingent upon the invoice being issued.

PRICE

The client/advertiser shall pay the Company the amount shown in the Special Conditions as compensation for the services plus the corresponding current taxes indicated on the invoice. The Company shall deliver in addition to the invoice proof of the printed advert.

The invoice shall be sent immediately after publication, or within fifteen days thereafter. Invoices shall be paid on the spot and without discounts if another payment deadline has not been previously agreed.

In case of any type of discount being agreed this should be reflected in the advertising and internet services contract with the specification of the advert or the Internet product to which it applies.

Failure to pay the price empowers the Company to disregard any other request to publish advertising and internet services by the advertiser/client, and to proceed with the cancellation of any unpublished advertisement or any Internet service not provided. Likewise, the Company, at its discretion, may withdraw, or even temporarily suspend, the published advertising, or any other service provided, if it were to intercede the non-payment of amounts agreed by the due dates, and until the time by which this situation was remedied, regardless of the start of any other measure to which it may be entitled.

The client/advertiser is obliged to notify the Company of any change of address or direct debit payment until it has completely paid the price of this contract.

DESIGNS AND INSERTS

The client/advertiser shall provide the Company with the text, image, videos, sound, design, logo, banner or any other element that may be required for the provision of services or the publication of the agreed advertising, in accordance with what was agreed in the Special Conditions, and within a period not exceeding ten (10) days from the execution of this contract. The Company shall provide the services or make the inserts within a period not exceeding ten (10) days from the satisfactory receipt of the details sent by the client/advertiser, unless otherwise specified in the Special Conditions, by reserving to the client/advertiser the location on the Site that would require the insertion or any other means, provided that the details supplied are approved by the company. The failure of the client/advertiser to deliver the information needed to publish the advertising does not exempt it from the responsibilities incurred in this Contract, especially those arising from the payment of the agreed price.

The files sent for printing shall be not returned.

Costs for the manufacture of reproductions and originals on paper and noticeable modifications of versions earlier agreed, shall be paid by the advertiser.

The Company reserves the right not to approve those designs, images, videos, sounds, texts, logos or any other element that, in its view, could be considered detrimental to the interests of the Company, to any third party, to the laws, morality or to public order.

RESPONSIBILITY

The Client/Advertiser is solely responsible for the content of the advertisement, the content of the website, the email accounts, promotional videos and other products or services procured and in no event shall include contents that are contrary to the Company, to any third party, laws, morals or public order. The client/advertiser is responsible for the quality, truthfulness and accuracy of the information provided to the Company and therefore exempts the Company from any liability with third parties arising from the information provided. The client/advertiser is likewise responsible for maintaining this information updated at all times through the appropriate communications with the Company within the provisions carried out herein.

The client/advertiser is responsible and therefore exempts the Company from any liability arising from the application of the existing legislation on industrial and intellectual property rights related to texts, images, videos, sounds, designs, logos or any another element that is required for the contracted services.

If an advertisement has been defectively printed, the advertiser is entitled to a reduction in the payment amount or a replacement advertisement, but only to the extent that the commercial has been damaged. In the event that the publisher was delayed in the publication of the replacement advert or that it contains errors again in the printing, the advertiser shall be entitled to a reduction in the payment of the invoice or to change the order. Rights to compensation due to infringement of the right to claim, responsibility for the closure of the advertising contract or wrongful act, are excluded; rights to compensation because of the inability to providing a contracted service or its delay is limited to replacement of the same or the amount of the advert or corresponding supplement. This shall not be applied in cases of intent or publisher negligence, of their legal representatives and their assistants. The Company is exempt from liability in the case of a lack of previously agreed qualities. The Company is also not responsible for negligence in commercial dealings of aides and assistants, who are not employed in responsible roles. In other cases, in contact with business partners, liability for negligence is limited to the amount of the corresponding advertisement.

Claims - except in the case of non-obvious faults - have to be submitted within two weeks following the submission of invoice and/or receipt.

WITHDRAWAL

The client shall have a period of seven working days from the conclusion of the contract without incurring any penalty or charge. This withdrawal, for it to be considered validly performed, shall be communicated conclusively to the Company. This validity is understood if a cancellation notice is sent to the Company by letter, email or fax. If the Company does not provide the necessary equipment, prior to the start of service provision and if the revocation of the contract is not performed within the following seven working days, the client/advertiser must pay 25% of the product affected by this withdrawal. After the commencement of the contracted activities, the client/advertiser is obliged to pay all the contracted services as compensation for damages caused by the withdrawal. Similarly, when the trade, company name or any identifying information of the client/advertiser is inserted into the web on the occasion of the contracted service and despite not having provided all the data necessary for this, through the fault of the client/advertiser, they should pay all the contracted services as compensation for damages caused by the withdrawal.

LAW AND JURISDICTION

This contract shall be governed and interpreted in accordance with the Indian law. The parties are declared competent for any incidents may arise from the interpretation and enforcement of this contract, expressly waiving any other jurisdiction that may apply, and they are submitted to the Courts and Tribunals of Delhi.