



247streaming.network

A Stronger Rocks Ltd. Company
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Companies House UK: 09085467

Netherlands office: John M. Keynesplein 12-46 1066 EP Amsterdam
Chamber of Commerce Amsterdam NL: 61172154

Terms & Conditions for Sponsorship and Advertising

1. Definitions

In this document the following words shall have the following meaning:

"Advertiser" means the organisation or person who buys Advertising and Sponsorships.

"Campaigns" means the Advertising Campaigns and Marketing Promotions to be supplied to the Advertiser by the Network;

"Intellectual Property Rights" means all patents, registered and unregistered, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

"Network" means all the channels operated by the 247streaming.network / Stronger Rocks Ltd, 80 Sidney Street, Folkestone Kent, United Kingdom CT19 6HQ

2. General

These Terms and Conditions shall apply to sales of Campaigns by the Network to the Advertiser to the exclusion of all other terms and conditions referred to, offered or relied on by the Advertiser whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Advertiser, unless the Advertiser specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Network in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Network.

3. Price and Payment

The price shall be the Recommended Advertising and Sponsorship Tarif less agreed discount, unless otherwise agreed in writing between the parties. The price is exclusive of VAT or any other applicable costs.

Payment will be required before the start of Campaigns by the Network. A separate (if applicable monthly) invoice will be sent to the Advertiser.

The Network shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per annum above the base rate of the National Westminster Bank.

If payment of the price or any part thereof is not made by the due date, the Network shall be entitled to:

temporarily halt broadcast and placement of the Campaigns and require payment in advance in relation to any Campaigns not previously broadcasted and placed on the Network;

refuse to make delivery of any undelivered Campaigns without incurring any liability whatever to the Advertiser for non-broadcast and placement or any delay in broadcast and placement.

Payment by Advertiser is due upon receipt of invoice. Advertiser waives any billing dispute if Advertiser does not notify the Network of such dispute in writing within thirty (30) days from date of the invoice containing such amount in dispute. In the event Advertiser timely notifies Network of such dispute, Advertiser and Network shall work diligently with each toward a resolution, but any amount not in dispute shall be promptly paid as described herein.

4. Process

The Network will attempt to advise Advertiser by telephone or email Advertiser if advertising material and/or scheduling instructions for the Campaigns do not arrive 72 hours in advance of advertising date. If such material and instructions do not arrive at the Network within twenty-four (24) hours after Network has notified Advertiser, Network may bill Advertiser (as the case may be) for the time/advertising reserved. Network will use reasonable commercial efforts to broadcast/publish material received from Advertiser despite late receipt.

Advertising material provided by Advertiser is subject to approval and the Network may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality or content. In the event advertising material is unsatisfactory, the Network shall have the right to substitute its own material at no penalty to Advertiser. In the event the commercial material is unsatisfactory, the Network will attempt to notify Advertiser by telephone or email and unless Advertiser furnishes satisfactory material twenty-four (24) hours prior to broadcast/publication time, the Network may bill Advertiser for the time/advertising reserved.

5. Limitation of Liability

The Network shall not be liable for any loss or damage suffered by the Advertiser in excess of the contract price.

6. Intellectual Property Rights

All Intellectual Property (including any advertising material originated or developed by the Network under this Agreement) which is owned or licensed by the Network will at all times remain the Network's property and nothing in this Agreement shall be deemed or construed as an assignment by the Network to the Advertiser of any Intellectual Property rights owned by the Network and all rights arising or generated by any such Intellectual Property will accrue to and inure to the benefit of the Network. The Advertiser must obtain the Network's written consent to use any of its Intellectual Property in the future. All rights of the Network in such Intellectual Property Rights are hereby reserved.

The Advertiser hereby grants the Network a non-exclusive, royalty-free licence during the Term to:

(a) use and reproduce the Advertiser's Intellectual Property (contained in any completed

Advertisement provided for the purposes in the campaign or in any Material) for the purposes of uploading and displaying any Advertisements or Material provided by the Advertiser onto the Network's website, app and broadcasting it on its channels;
(b) if the Broadcaster is creating the Advertisement, for the purposes of creating such Advertisement and uploading it on the Broadcaster's website or broadcasting it on its channels;
(c) or for any other purpose in connection with the fulfilment of the Network's obligations under this Agreement.

7. Force Majeure

The Network shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, war, mobilisation, insurrection, rebellion, civil commotion, riot, act of an extremist or public enemy, sabotage, labour dispute, custom's delay, lockout, strike, explosion, fire, flood, storm, accident, drought, power failure, inability to obtain suitable and sufficient energy, labour or material, internet network outage, unforeseen breakdown of broadcasting equipment, embargo, any existing or future law, ordinance, rule or regulation, whether valid or invalid, of the countries where the Network is located or a foreign government effecting the conduct of business, including priority, requisition, allocation or price control; or due to any other cause beyond a party's reasonable control and the Network shall be entitled to a reasonable extension of its obligations. In such event, the Network shall suggest a substitute day and time period for broadcast/publication of said advertising and/or program material. If the delay persists for such time as the Network considers unreasonable, there is the possibility, without liability, to terminate the contract.

8. Failure to broadcast/publish

If for any reason there is an interruption or omission of any Campaigns contracted to be broadcast or published hereunder, the Network may suggest a substitute time period for the broadcast/publication of the interrupted or omitted Campaigns.

9. Substitution of Programs of Public Significance

The Network shall have the right to cancel any purchased Campaigns or portion thereof covered by this contract in order to broadcast any program (or publish any content) which, in its absolute discretion, it deems to be of public significance. In any such case, Network will notify Advertiser in advance if reasonably possible, but where such notice cannot reasonably be given Network will notify Advertiser promptly after such scheduled broadcast/publication has been cancelled.

10. Change of Name or Title of Programs and Channels

The Network has the right to change the name or title of certain broadcast programs and/or channels. If the Advertiser's name and/or slogan is part of the program and/or channel, the Advertiser's name and/or slogan becomes part of the new name of the broadcast program or channel.

11. Programming Adjustments

The Network reserves the right to make minor or major programming adjustments that reflect changes in demographics, musical tastes and lifestyles of the desired audience of the channels and/or for any other reasons the Network deems it necessary to adjust the programming and/or formats on the Network's channels.

12. Relationship of Parties

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

13. Assignment and Sub-Contracting

The contract between the Advertiser and the Network for the sale of Campaigns shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Advertiser, without the prior written consent of the Network.

14. Confidentiality

Both Advertiser and the Network must:

- (a) take all action reasonably necessary to maintain the confidentiality of the other parties confidential information, and;
- (b) Not disclose the other party's confidential information, except as permitted below. Permitted disclosure: a party may disclose confidential information of the other party:
- (c) to a representative of the recipient who needs to know the information for the purpose of this agreement (and subject to the recipient taking reasonable steps to maintain the confidentiality); or
- (d) When required by law, regulation, or ministerial direction.

15. Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16. Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands and the parties hereby submit to the exclusive jurisdiction of the Dutch court in The Hague.

247streaming.network is a Stronger Rocks LTD company.

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Registered Office: Stronger Rocks Limited, 80 Sidney Street, Folkestone Kent,
United Kingdom CT19 6HQ

Registered in England: No. 09085467