

## TERMS AND CONDITIONS FOR ADVERTISERS

### 1. WHEN DO THESE TERMS APPLY?

1.1 These terms and conditions will apply to you (You, Your or the “**Client**”), every time you place advertising in in any Conexus Products (**Contract**).

1.2 “**Products**” refers to any media (print or online) published by Conexus Financial Pty Ltd (ABN 51 120 292 257) (**Conexus**).

### 2. HOW DO I PLACE ADVERTISING

2.1 You can make a request to place advertising in any Products owned by Conexus at any time directly with Conexus.

2.2 Conexus will, if it accepts Your request, send You a confirmation booking order approval, which will contain the specific details that will apply to Your advertising and to which You must reply with your acceptance.

2.3 If You are submitting advertising on behalf of another party, You are and remain directly responsible for complying with this Contract and paying the Fee referred to in clause 5.1, and You enter into this Contract as a principal party to it.

2.4 We may vary Conexus’s standard terms and conditions at any time and when changed Conexus will make a new copy of the terms available on this site <https://conexusfinancial.com.au/>. A variation will take effect immediately after we have placed the terms on site for all new orders placed. Please regularly check the site to view the current Terms and Conditions.

2.5 Conexus makes no representation in relation to the success or response levels to the advertising and the Fee referred to in clause 5.1 is payable whether or not the Client is satisfied with the outcomes, responses or leads generated thereafter.

### 3. WHAT RIGHTS DOES CONEXUS HAVE?

3.1. Conexus can withdraw advertising or publications or events from the public at any time on reasonable grounds. Other than is set out in this Contract, Conexus is not liable to You if it does reject your advertising, withdraws your advertising/ or withdraws a publication or the event that contains your advertising

3.2 Conexus will try to place your advertising in the position that You request, but it cannot always do so. Conexus is not liable to You if Your advertising does not appear in the place that You request.

3.3 If Your advertising is editorial in style, Conexus can add the word “advertising” above or below the advertising.

### 4. MATERIAL SPECIFICATIONS AND DEADLINES

4.1 You must deliver the materials required to produce Your advertising (**Material**) to Conexus by the date Conexus specifies (**Publication Material Deadline**). If You do not, Conexus may not be able to publish Your advertising and Conexus is not liable to You for this. You will still be liable for the price quoted in the confirmation booking order approval. Conexus can change the on-sale date of Products at any time without notice.

4.2 The Material must be in the form that Conexus requires for the Product in which the advertising is to be published. If you do not deliver the Material in the required form, Conexus can engage a third party to convert the Material to Conexus’s requirements. You must, within 14 days of invoice, pay Conexus for the costs of the conversion, plus a handling fee of 25 per cent.

4.3 You may request the return of your Material from Conexus prior to the Publication Material Deadline. If You do so, You must pay the expenses incurred by Conexus along with the Fee referred to in clause 5.1.

4.4 Conexus acknowledges that Your Material may contain Your pre-existing intellectual property and Conexus agrees that it shall obtain no intellectual property rights in Your pre-existing intellectual property, except for a limited, non-exclusive, irrevocable licence to reproduce the Materials for the Products. Conexus shall not cause (or permit to be caused) any use of Your Materials which may mislead the public or be detrimental to or inconsistent with your goodwill or reputation. Subject to clause 4.2 Conexus shall not alter Your Materials in any way without your prior written consent.

### 5. PAYMENT TERMS, SPECIAL CONDITIONS AND REFUNDS

5.1 The booking confirmation will contain the amount You must pay for the advertising (**Fee**). The Fee is exclusive of goods and services tax (**GST**). Conexus will provide You with an invoice stating the Fee and the GST payable.

5.2 You must pay the Fee for advertising within the terms set by Conexus being 14 days from invoice unless otherwise agreed in writing by Conexus.

5.3 If You dispute the Fee, this claim must be made to Conexus within 30 days of the invoice date, otherwise You must pay the Fee and GST payable as invoiced.

5.4 Subject to clause 11.2 prepayments are not refundable under any circumstances.

5.5 Unless otherwise agreed in writing, prices are as listed in either the confirmation booking order approval or media kit.

#### Online Advertising

5.6 Conexus makes no guarantees in regard to Your advertising, the usage statistics, user clicks or level of impressions for Conexus online publications.

5.7 You accept that the statistics provided by Conexus are the official, definitive measurements of the usage of Conexus online publications.

#### How can you cancel advertising?

5.8 With the exception of advertising in Conexus online publications which is subject to clause 5.9, if You cancel advertising up to 10 weeks before the scheduled date of publication of the magazine (**Cancellation Deadline**), You will not have to pay the Fee.

5.9 You cannot cancel an advertising request to any Conexus online publications after the Cancellation Deadline. You may request to reschedule your advertising within 12 months of the original scheduled advertising request if agreed by Conexus.

5.10 If You cancel after the Cancellation Deadline, You must pay the Fee. This applies even if You booked the advertising after the cancellation deadline.

5.11 If a print advertising schedule is cancelled, back payment of contract discounts will be invoiced.

## **6. FAILURE TO PAY AND OTHER BREACHES**

6.1 If a Client fails to pay the Fee in accordance with clause 5, breaches a term of this Contract that cannot be remedied or if a Client suffers an insolvency event, Conexus may (at its discretion and without limitation):

- a) require cash pre-payment of further advertising;
- b) charge interest on all overdue amounts at the rate of 2% (two per cent) above the National Australia Bank overdraft base rate;
- c) take proceedings against the Client for any outstanding amounts;
- d) recover from the Client all costs relating to any action taken by Conexus to recover amounts owing for advertising, including without limitation any agency costs and legal costs on a full indemnity basis; and
- e) cease publication of any further advertising Material on behalf of the Client and terminate any Contract in relation to advertising.

## **7. WARRANTIES FROM YOU**

7.1 You warrant to Conexus that your Material:

- a) is true, accurate and not misleading or deceptive in any respect;
- b) does not infringe any person's intellectual property rights;
- c) is not defamatory, obscene, indecent or otherwise unsuitable for publication; and
- e) is not unlawfully discriminatory.

7.2 To the extent permitted by law, all conditions and warranties implied by law or otherwise not expressly set out in these terms and conditions are excluded.

## **8. LIMITATION OF LIABILITY**

8.1 To the extent permitted by law:

- a) both parties exclude liability for all indirect, consequential or special losses or damages including loss or profits howsoever arising; and
- b) the total liability of Conexus howsoever arising is limited to the supply of the relevant advertising again or the cost of having those services supplied again, whichever Conexus determines in its absolute discretion.

8.2 Conexus will not be liable to you or any other person for any loss of whatever kind suffered as a result of advertising not being placed or available where such event arises from any cause beyond Conexus's reasonable control.

## **9. INDEMNITY**

9.1 The Client indemnifies Conexus and its agents, servants, officers, employees and all other members of Conexus against all claims, losses, expenses, liabilities and damages arising out of, or relating to, any breach of this Contract by the Client or the negligent act or omission or wilful misconduct of Client, its employees, agents or representatives in performing this Contract or otherwise in connection with the publication of the advertising in the Product. The Client's liability under this indemnity is subject to the limitation of liability in clause 8 and will be reduced by the extent to which any damages, losses and/or claims arise out of the negligent act or omission or wilful misconduct by Conexus and their respective agents, servants and employees.

## **10. INSURANCE LIABILITY**

10.1 Conexus will maintain general liability, property, and worker's compensation insurance coverage in amounts commercially reasonable for a similarly situated company facilitating similar advertising.

10.2 Conexus will not be responsible for the contents of any Material, exhibit or property of the Client, or any other person, or for the loss, or damage, or destruction to same, by any cause whatsoever.

10.4 The Client hereby acknowledges that Conexus has advised the Client to obtain, at its sole expense, , public liability insurance and professional indemnity insurance that covers loss or damage caused by the acts or omissions of the Client or its employees, agents or contractors and that in the event the Client chooses not to obtain such insurance, the Client does so at its own risk.

## **11. TERMINATION OF CONTRACT**

11.1 The Client may terminate this Contract immediately by written notice to Conexus if Conexus:

- (a) breaches this Contract and fails to remedy such a breach within 14 days' notice requiring it to do so;
- (b) breaches a term of this Contract that is not capable of being remedied;
- (c) withdraws or cancels the publication;
- (d) goes into liquidation, has a receiver, a receiver and manager, administrator or similar person appointed, enters into a scheme of arrangement with creditors or is unable to pay its debts as and when they fall due.

11.2 In the event the Client terminates the Contract under clause 11.1, Conexus will refund in full any Fee paid to it by the Client and for the avoidance of doubt no further Fees will be payable by the Client to Conexus under the Contract.

11.3 Where the Client terminates the Contract outside of the provisions of clause 11.1, the Client will still be liable for the Fee.

## **12. PRIVACY**

Conexus represents and warrants to the Client that, for as long as Conexus holds Personal Information (which has the same meaning as in the *Privacy Act 1998* (Cth) (**Privacy Act**) or other applicable data protection legislation) pursuant to the Contract that:

(a) Conexus will collect, store, use, disclose and otherwise deal with the Personal Information in accordance with its Privacy Policy, and only:

- i. to the extent necessary to provide the services detailed under this Contract and otherwise comply with Conexus's obligations under this Contract; and
- ii. in accordance with the Privacy Act and other applicable data protection legislation as amended from time to time.

(b) Conexus will not use the Personal Information for any purposes other than the purposes for which the Personal Information was provided to Conexus unless the Client or the individual has consented to such use.

## **13. FOR CONTRA ADVERTISING ONLY**

13.1 If You agree with Conexus that You will supply goods or services as non-monetary consideration for advertising space, You must provide a valid tax invoice to the same value of the fee and the GST payable.

13.2 You and Conexus agree that neither will pay money to each other, on the basis that the GST-inclusive value of the goods or services is equal to the GST inclusive value of the goods or services. The parties must simultaneously give each other tax invoices for each supply of the same value. You will accept recipient-created tax invoices issued to you by Conexus if you have not sent a tax invoice to Conexus within 28 days of the, or the on-sale date of the relevant magazine, whichever is earlier.

13.3 If the product or service you supply is not GST applicable, you may be liable to pay the GST to Conexus.

13.4 Without limiting warranties and other terms implied into any contra agreements by law, You warrant to Conexus that all goods or services will be fit for their purpose, of merchantable quality and supplied in full compliance with all representations made in applicable advertising materials.

## **14. GENERAL**

14.1 This Contract is governed by the laws in force in New South Wales, Australia and each party agrees to the non-exclusive jurisdiction of the courts of New South Wales.

14.2 You may not assign or otherwise transfer any of your rights or obligations under this Contract to any other person without Conexus's consent. Conexus may assign or otherwise transfer any of its rights or obligations under this Contract without your consent.

14.3 If either party fails to enforce, or delays in enforcing, any of the terms of this Contract, this will not operate as a waiver and will not affect the other party's right to later require strict compliance with these terms.

14.4 The terms of the confirmation booking order approval and this Contract record the entire agreement between you and Conexus relating to the matters dealt with in this Contract and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.

14.5 The terms of this Contract are subject to any obligations or prohibitions imposed on both parties by law from time to time, the exclusion or enforcement of which would contravene any statute or cause this Contract or any part of it to be void.