

1. About our Terms and Conditions

- 1.1 Cinon.com Pty Ltd trades as "Cinon.com" ("we, our, us"). Our Advertising Terms and Conditions set out our standard terms and conditions for advertising products and services we supply to advertisers on our websites.
- 1.2 Every advertiser and advertising agency ("you") who submits a signed order in the required form for advertising on a website operated by us, agrees to these terms and conditions. These Terms and Conditions form the basis of a contract between you and us for the provision of the advertising ordered by you.

2. Publication of Advertisement

- 2.1 Subject to these Terms and Conditions, we will use our reasonable endeavours to publish your advertisement in the format submitted by you and in accordance with your placement instructions. Advertisement includes images submitted for publication.
- 2.2 No contract is formed between you and us until we accept your advertisement for publication and issue you with a valid tax invoice.
- 2.3 Even if a contract has been formed in accordance with the above clause, we reserve the right to refuse or withdraw from publication any advertisement at any time without giving reasons. If we do refuse to publish your advertisement, no fee will be charged to you.

3. Right to vary format and placement

- 3.1 We may, at our absolute discretion to replace or reposition your advertisement in any other place. You acknowledge that we are entitled to publish your advertisement anywhere via any medium.
- 3.2 We reserve the right to amend your advertisement in any way whatsoever, if we believe that the publication of your advertisement would be offensive, in breach of any law, in breach of any pre-existing agreement we have with a third party or its right. If we amend your advertisement, this will not reduce the price agreed for publication of the advertisement.

4. Submission of Advertisement

- 4.1 If you submit electronic advertising material to us, the material must comply with our specifications. We reserve the right to reject the advertising material if it is not submitted in accordance with such specifications.
- 4.2 All creative must be received at least 5 working days prior to the campaign starting date. If creative is received by us after the relevant date and causes your advertisement to be delayed, the publication of the advertisement will be considered to have commenced on the commencement date specified in the Subscription Order.
- 4.3 It is your responsibility to arrange and manage re-directs with third party ad-servers and provide such third party with the creative and lead time requirements.
- 4.4 All click-through URL's must enable the browser's 'back' feature to allow users to return to our web site.
- 4.5 Cancel online Advertising in writing at least 30 days before the publication date; and we reserves the right to charge you for online Advertising cancelled on less than 30 days notice or if creative materials are not submitted.
- 4.6 You warrant to us that the advertisement and the publication by Cinon.com does not breach or infringe:
 - 4.6.1 The Trade Practices Act (Cth), Fair Trading Acts (State) or equivalent legislation;
 - 4.6.2 Any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
 - 4.6.3 Any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
 - 4.6.4 State or Commonwealth anti-discrimination legislation;
 - 4.6.5 The Privacy Act (Cth);
 - 4.6.6 Any financial services law as defined in the Corporations Act 2001(Cth); or
 - 4.6.7 Any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

5. Advertisement Rates and GST

- 5.1 You must pay for advertisement at the rates in our rate card, unless otherwise agreed, at the casual rate. Rate card is subjected to change at time by us without notice.
- 5.2 All rates and charges quoted are, unless expressly stated otherwise, exclusive of GST. You must pay GST at the same time as it pays for the advertisement. We will provide you with a tax invoice or adjustment note (as applicable) in a GST compliant form.
- 5.3 You must pay us for the advertising services in accordance with the terms of your Order Form. If no due date for payment is specified in your Order Form, you must pay us within 30 days of the date of the invoice. We will invoice you monthly in advance.

6. Payment

- 6.1 You must pay for advertisement by pre-payment, if so required by Cinon.com or within 30 days after the date of the invoice if a commercial account has been established with Cinon.com.
- 6.2 You must pay the full price for advertisement even if Cinon.com has exercised its right to vary the format or placement of the advertisement and even if there is an error or omission in the advertisement. Any electronic transmission costs will be considered as your cost and chargeable to you.

7. Failure to Pay

- 7.1 If you fail to pay for the advertising services in accordance with you Subscription Order and these Terms and Conditions, or if you commit an act of bankruptcy, become insolvent, have a receiver or administrator or liquidator or manager appointed over any of your assets or if you resolve to wind up your company, then we may (at our absolute discretion):
 - 7.1.1 Cancel any current advertisement campaign and terminate any agreement for advertisement that is yet to be published.
 - 7.1.2 Charge interest at a rate of 2% per calendar month on overdue amounts.
 - 7.1.3 Take proceedings against you to recover any overdue amount.
 - 7.1.4 Require cash payment in advance for future advertising.
 - 7.1.5 Recover from you all costs relation to any action taken against you by us to recover overdue amounts, such cost will include but not limited to legal costs and mercantile agency costs.
 - 7.1.6 Exercise any other rights we have at law.

8. Liability

- 8.1 We make no representation or warranty in relation to the number of visitors to our web sites or the number of impressions except for any made expressly in writing by us.
- 8.2 Except for any warranty or representation made expressly in writing by us, you acknowledge that you have not relied on any advice given or representation made by us or on our behalf in connection with the advertising.
- 8.3 We have no liability to you and you indemnify us in relation to any failure of telecommunications services or systems which affect our receipt of you advertisement or the publication of you advertisement.
- 8.4 We exclude all implied conditions and warranties from these Terms and Conditions, except any condition or warranty (such as those implied by the Trade Practices Act) which cannot be excluded.
- 8.5 We limit our liability for breach of any non-excluded condition and any other error or omission in publishing caused by us.
- 8.6 Subject to the above sub-clauses, we exclude all other liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with these Terms and Conditions and any advertisement published by us, whether that liability arises in contract, tort or under statute. Without limitation, we will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

9. Privacy

- 9.1 We may need to collect and hold your personal information in order to provide the advertising services to you. Your personal information will be held subject to our Privacy Policy.
- 9.2 We may disclose your personal information to our related companies and other third parties as part of provision of the advertising services.
- 9.3 Where you owe us money, we may disclose your personal information to debt collection companies to recover the amount due.
- 9.4 You may gain access to your personal information by writing to us at Level 16, Central Square 323 Castlereagh Street, Sydney NSW 2000.

10. Changes to Terms and Conditions

- 10.1 We may change these Terms and Conditions at any time without notice to you. Those changes will apply to the provision of advertising services after the date the change becomes effective. You and we will be bound by the Terms and Conditions that are current at the date of your Subscription Order.

11. General

- 11.1 These Terms and Conditions, together with your Subscription Order, represent the entire agreement between you and us in relation to the advertising services and cannot be carried except by agreement in writing signed

by one of our authorised officers. No purchase order or document issued by you will vary these Terms and Conditions.

11.2 We will not be liable for any delay or failure to publish your advertisement that is caused by a factor outside of our reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint)

11.3 We may serve a notice or any court document on you by forwarding them by prepaid post or facsimile to your last known address.

11.4 These Terms and Conditions are governed by the laws of the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of that State.