**“Slingshot Media Ventures Pty Ltd (“Slingshot PBU”) shall perform services for Advertiser or, if applicable, Agency on behalf of Advertiser, (collectively “Customer”) pursuant to one or more Insertion Orders (in both the singular and plural “I/O”) incorporating these Standard Terms and Conditions (“T&C’s”). Capitalized terms not defined herein shall have the same meaning given to such terms in the I/O.**

**I. SLINGSHOT PBU SERVICES**

This agreement, in conjunction with the corresponding Insertion Order, shall constitute Advertiser’s, its clients’ and agents’ (herein collectively referred to as “Customer”) understanding that Slingshot PBU’s sole obligation is to promote the Advertiser’s product or services by showing banners or videos or audio (“Creative”) provided by the Customer on site(s) across the Slingshot PBU’s Network (the “Agreement”). The submission of a signed Insertion Order by Customer to Slingshot PBU is construed as an acceptance of all the rates, terms and conditions under which advertising is sold at that time. Any and all modifications to this Insertion Order are invalid unless acknowledged and accepted in writing by both Slingshot PBU and the Customer. Customer agrees that Slingshot PBU may, but is not obligated to, display Creative across the entire Slingshot PBU advertising network or on specific site(s) Slingshot PBU may, at its option, modify the flight date of a Campaign(s) if the creative or linking URL’s: are not delivered on time, there are delays due to 3rd party ad-serving, inventory fluctuation or other issues. All rates quoted herein, orally, or through written communications are only valid fourteen (14) days from date of such statement. If no agreement is reached within this time frame Slingshot PBU reserves the right to change rates.

**II. RATES**

All rates are quoted based on expected price outcome and the expected bid price based on the campaign plan and strategy. All media being bought (unless programmatic guaranteed) are bought on a biddable basis and is dependent upon the current market demand, audience availability, search volume and publisher inventory availability within buying platforms and is subject to market volatility and demand. Slingshot PBU will bid according to the set KPI’s of the campaign to work towards the desired KPI and outcome. This will affect quoted prices and all quoted prices are subject to actuals. All quoted rates are exclusive of GST.

**III. DELIVERY MEASUREMENT STANDARDS**

a. Slingshot PBU will use commercially reasonable efforts to deliver the impressions, clicks or views stated in the Insertion Order in accordance with this Agreement and will use commercially reasonable efforts to deliver the impressions, clicks or views starting with the start date and ending with the end date set forth in this Insertion Order, and will make commercially reasonable efforts to spread such impressions evenly throughout the term of the Agreement unless otherwise instructed by Customer.

b. Unless otherwise agreed upon in writing, all invoices created by Slingshot PBU for work performed and delivered shall be in accordance with measurement and tracking performed by Slingshot PBU and as per the buying platforms used by Slingshot PBU. Slingshot PBU has adopted the IAB’s (Internet Advertising Bureau, https://www.iabaustralia.co.au) methodology for measuring impressions. Using this methodology, spend delivery guarantees will be considered “met” when the total spends including all applicable fees and charges reported by Slingshot PBU meet a Customer’s or representative agency’s insertion order.

c. In the event that Slingshot PBU has agreed to use Customer’s third-party measurements for billing purposes, Customer expressly acknowledges that Slingshot PBU may use and consider Customer’s third-party measurements via their online reporting systems, or email confirmations from Customer’s representatives as a valid, accurate, and a final measurement of their campaign. Customer agrees that it will not dispute their third-party login data or
data transmitted via email to Slingshot PBU.

**IV. PAYMENT, CREDIT, AND CANCELLATION TERMS**

a. All invoices created by Slingshot PBU for work performed and delivered to the Customer shall be based on Slingshot PBU’s measurements and shall be in accordance with measurement and tracking described in the “Delivery Measurement Standards” section. In addition, all payments will be based upon Slingshot PBU’s measurements and not based upon Customer, its clients, its agents or any third party’s measurements.

b. All payments will be made in advance unless agreed upon otherwise or credit is approved and Slingshot PBU is under no obligation to perform agreed upon services until payment is received. Upon approved credit, terms are Net 30 from date of invoice.

c. It is the Customers responsibility to validate all impressions, and/or clicks. The Customer must report any discrepancies related to their campaign to Slingshot PBU within fifteen (15) days of the occurrence. Slingshot PBU is not liable for any discrepancies not reported within this time frame and Customer waives all right, title, and intent to dispute payment to Slingshot PBU based upon any discrepancy not reported within this time frame. All discrepancies must be reported to Must be submitted via e-mail to your respective group business director/ business director and cc accounts@3.25.162.246 and pbu@3.25.162.246.

d. Either party may cancel this Agreement upon providing two (2) weeks written notice via email. If Customer terminates campaign early, payment in full for work performed and delivered up to the modified cancellation date will be owed and due and payable in full.

e. If any fixed costs have been agreed upon for the campaign, then upon cancellation the full amount of those fixed costs will be due and be considered as work performed.

f. If the Customer fails to pay an amount on the due date for payment, the Client must (a) pay a late fee calculated 5% of the total invoice value and (b) pay to the Company interest at the rate of 10% per annum on that amount, calculated and payable daily, computed from the due date until the amount is paid in full. If Customer fails to pay overdue invoices for previous campaigns, Slingshot PBU reserves the right to immediately terminate any active campaigns.

g. All payments must be made in Australian funds, unless otherwise agreed upfront. Customer understands and agrees that in no event, and under no circumstance will data provided by any Slingshot PBU representative constitute final billing numbers. Only Invoices emailed directly to Customer s and Agencies are to be construed as representative of billable amounts.

h. All billables amounts are subject to reconciliation at regular periods of time in line with reconciliations done with buying platforms

i. Customer agrees that all cancellation notices must be submitted via e-mail and Must be submitted via e-mail to your respective group business director/ business director and cc accounts@3.25.162.246 and pbu@3.25.162.246. All requests must be copied to these e-mail addresses to be considered valid. Furthermore, cancellation requests not copied to this address will not be considered valid and the Customer will be liable for all payments due.

j. In the event that Slingshot PBU has agreed to use Customer’s third-party measurements for billing purposes, Customer expressly acknowledges that Slingshot PBU may use and consider Customer’s third- party measurements via their online reporting systems, or email confirmations from Customer ’s representatives as a valid, accurate, and a final measurement of their campaign. Customer agrees that it will not dispute their third-party login data or
data transmitted via email to Slingshot PBU.

k. Slingshot PBU agrees to stop the Customer s campaign temporarily (“Pause”) with a written request from the Customer. If Customer wishes to terminate the campaign early, Customer agrees to abide by the cancellation procedures set forth within these Terms and Conditions. Any cancellation notice will be based on the date the written notice was received by Slingshot PBU. Slingshot PBU will not accept the Pause period as a part of cancellation. If Customer cancels campaign during Pause period Customer agrees to pay for any leads, impressions, or clicks, delivered during the remaining cancellation notice period, based on daily averages prior to Pause.

**V. CREATIVE STANDARDS**

a. All advertisements are subject to Slingshot PBU’s approval. Slingshot PBU reserves the right to reject, discontinue, or omit any Creative or any part thereof. This right shall not be deemed to have been waived by acceptance or actual use of any Creative. Slingshot PBU may reject any Creative that Slingshot PBU feels is not in keeping with reasonable standards outlined herein. Slingshot PBU is not liable for errors in Creative position and/or placement, or typographic errors of any kind.

b. If Customer intends to provide Slingshot PBU with Creative via 3rd party tags, Customer agrees to provide Slingshot PBU with a sample of each and all advertisements contained within the 3rd party tags. Failure to do so will be deemed a breach of this Agreement. In the event Slingshot PBU’s relationship with its publishers is damaged or lost as a result of a breach of this condition, Slingshot PBU reserves the right to recover any and all monetary damages.

c. All creatives provided to Slingshot PBU will assume that creative is functioning properly and Customer agrees to pay for all impressions and clicks derived from the creative as measured by Slingshot PBU. All problems related to creative should be immediately brought to the attention of Customer’s Slingshot PBU account executive.

d. Customer agrees and understands that if Slingshot PBU is requested to retrieve creative for and on behalf of Customer that Slingshot PBU performs this service solely as a courtesy to Customer, and as such Slingshot PBU will not be liable for any errors, including but not limited to retrieving incorrect creative. Furthermore, Customer agrees to pay for all campaigns delivered for and on behalf of Customer, as defined in the insertion order, where Slingshot PBU was requested to obtain creative from a location provided by the Customer.

**VI. LIMITATION OF LIABILITIES**

Slingshot PBU shall not have any liability to the a Customer for lost profits or other consequential, special, indirect or incidental damages, based upon a claim of any type or nature (including, but not limited to, contract, tort, including negligence, warranty or strict liability), even if advised of the possibility of such damages. In any event Slingshot PBU shall not have any liability to the advertiser for lost profits or other consequential, special, indirect or incidental damages, based upon a claim of any type or nature (including, but not limited to, contract, tort, including negligence, warranty or strict liability), even if advised of the possibility of such damages. In any event Slingshot PBU’s total obligations and/or liability can never exceed the charge for the advertisement in question. Except as expressly set forth herein, Slingshot PBU makes no other warranties to Customer and disclaims all warranties of merchantability or fitness for a particular purpose’s total obligations and/or liability can never exceed the charge for the advertisement in question except as expressly set forth herein, Slingshot PBU makes no other warranties to Customer and disclaims all warranties of merchantability or fitness for a particular purpose.

**VII. INDEMNIFICATION**

a. All Creative has been accepted and published upon the representation that the Customer is authorized to publish the entire contents and subject matter thereof Customer agrees to indemnify and hold Slingshot PBU, its Publishers or List Providers and their respective affiliates, employees, officers, agents, directors and representatives (“Slingshot PBU Indemnified Parties” or “NIP”), harmless from all allegations, claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including without limitation reasonable attorneys’ fees, costs related to in-house counsel time, court costs and witness fees) (collectively “Losses”) indemnify, defend, and save Slingshot PBU harmless from any and all liability for any claim or suits for libel, defamation, violation of rights of privacy, plagiarism, attorney’s fees, trademarks, copyright infringement, unauthorized content (including text, illustrations, representatives, sketches, maps, labels, or other copyrighted matter) contained in Creative or the unauthorized use of any person’s name or photograph, arising from Slingshot PBU reproduction and publishing of such Creative pursuant to Customer’s submission.

b. Customer understands that Slingshot PBU in due diligence cannot monitor all Slingshot PBU Partner sites for appropriate content and Slingshot PBU may not be held responsible for the content of any Partner site. If Customer reasonably determines that the placement of any advertisement by Slingshot PBU hereunder harms the goodwill or reputation of Customer or disparages or brings Customer into disrepute, including, but not limited to association with websites that contain indecent, illegal, misleading, harmful, abusive, harassing, libellous, defamatory, or other offensive materials, then Slingshot PBU shall use commercially reasonable efforts to remove such advertisement promptly following Customer’s notice thereof to Slingshot PBU; provided, however, that if Slingshot PBU reasonably believes that removal of an advertisement from a site will have a material impact on Slingshot PBU’s ability to deliver advertisements in accordance with the Insertion Order, Slingshot PBU may condition such compliance on Customer providing an extension of the flight dates.

c. Customer guarantees that data regarding consumers gained by this campaign will be only used for legal purposes and Customer will indemnify, defend and hold harmless the Slingshot PBU Indemnified Parties from any and all losses, liabilities, claims, obligations, costs, expenses (including without limitation reasonable attorney’s fees) Losses which result from any claim of damages brought or sought against Slingshot PBU NIP that alleges consumer data gained by this campaign was used for any purpose in violation of any applicable laws. The indemnity obligations of this paragraph are contingent on NIP Slingshot PBU giving prompt written notice of any such claim. NIP Slingshot PBU will have sole control over the litigation or settlement of such claim. The provisions of this Paragraph shall survive the termination of this Agreement.

**VIII. FORCE MAJEURE**

Slingshot PBU is not liable for delays in delivery and/or non-delivery in the event of an act of God, actions by any governmental or quasi-governmental entity, Internet failure, equipment failure, power outage, fire, earthquake, flood, insurrection, riot, act of terrorism, act of war, explosion, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow- down, or any condition beyond Slingshot PBU’s control affecting production or delivery in any manner.

**IX. CONFIDENTIALITY**

Parties have disclosed or may disclose to each other information relating to each party’s business (including, without limitation, data and other information pertaining to publisher sites, affiliates and vendors that are or have been part of the Slingshot PBU Network), all of which to the extent previously, presently or subsequently disclosed to each other is “Proprietary Information.” Proprietary Information does not include information that each party can document (a) is or becomes (through no improper action or inaction of each party or its Representatives (as defined below)) generally known by the public, (b) was in its possession or known by it without restriction prior to receipt from the other party or (c) becomes available to a party from a source other than the other party or its Representatives having no obligation of confidentiality. (“Representatives,” when used with respect to either party, means that party’s affiliates, agents, officers, directors, consultants and employees). Parties agree (i) to hold Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions each party employs with respect to its most confidential materials), (ii) not to make any use whatsoever at any time of such Proprietary Information, except for the purpose of evaluating the results of Customer’s advertising campaign, (iii) not to copy any Proprietary Information for any purpose whatsoever without written permission from each party, and (iv) not to divulge any Proprietary Information or any information derived therefrom to any third party or employee, except those of each party’s employees who have a legitimate “need to know” and are bound in writing to the restrictions herein. Each party will be responsible for a breach of this Agreement by any of its Representatives. Each party shall promptly notify the other party upon discovery of any unauthorized use or disclosure of Proprietary Information and will cooperate with the other party in every reasonable way to help regain possession of such Proprietary Information and prevent its future unauthorized use.

**X. PROPRIETARY RELATIONSHIPS**

Slingshot PBU has proprietary relationships with the publishers that make up the Network. With the exception of reasonably documented, pre-existing relationships with direct publishers or networks or relationships entered into in the ordinary course of Customer s business, Customer agrees not to solicit, induce, recruit or encourage, directly or indirectly, any publisher that the Customer knows, or has reason to know, is a publisher on the Network for the purpose of offering to such publisher products or services that compete with those of Slingshot PBU, including, without limitation, the placement or hosting of advertising in any form without the express, written consent of Slingshot PBU. Customer understands that in the event of a breach of the forgoing representations by Customer, Slingshot PBU shall be entitled to injunctive or other equitable relief as a remedy therefore, without the necessity of posting a bond with respect thereto. Any such relief awarded shall be in addition to any appropriate relief which may be awarded in the form of monetary damages, and Slingshot PBU shall be entitled to monetary damages to the fullest permitted under applicable law. The foregoing remedy is a material, bargained for basis of this agreement and has been taken into account in each party’s decision to enter into this Agreement.

**XI. CHOICE OF LAW AND VENUE**

It is agreed that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be exclusively governed by Australian law without respect to conflict of law provisions. The parties further agree to submit to personal jurisdiction in the courts of NSW (Australia) as such courts shall serve as the exclusive venue for all dispute resolution. The prevailing party of any litigated dispute arising out of or relating in any way to this Agreement shall receive its reasonable attorneys’ fees, together with its costs and expenses incurred resolving the dispute as part of the judgment.

**XII. ENTIRE AGREEMENT**

a. This Agreement, together with the Insertion Order(s) incorporated by reference, embodies our entire agreement, supersedes all prior oral and written agreements, and may not be amended or modified except by a writing acknowledged and accepted by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. In the event that any of the provisions included herein are held to be unenforceable, the remaining portions of the Agreement will remain in full force and effect. Any notice or report required or permitted by this Agreement shall be made by personal delivery or email.

b. Failure of either party to require strict performance by the other party of any provision shall not affect the first party’s right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

**XIII. SURVIVABILITY**

Paragraphs 5, 6, 8 and 10 shall survive in perpetuity after the termination of this agreement by either party; Paragraph 9 shall survive for six (6) months from such termination.

**X1V. AUTHORISATION**

Customer hereby authorises Slingshot PBU to promote and distribute Customer ’s campaign via any electronic media (including website placement, search listing, etc.) as Slingshot PBU in its discretion deems appropriate to meet Customer’s performance objectives. Customer agrees to allow and/or assist Slingshot PBU to alter, resize, or otherwise modify creative only as necessary for distribution through the various channels listed above.