



Advertising Terms and Conditions

These Terms and Conditions shall apply to all Advertisements submitted to Brinker Designs LLC. An Advertisement submitted to Brinker Designs LLC for publication shall not be deemed to have been accepted unless and until either confirmed in writing by Brinker Designs LLC or the campaign commences and the first Advertisement appears in the relevant Brinker Designs LLC website. By submitting an Advertisement to Brinker Designs LLC, the Customer agrees to be bound by these Terms and Conditions and the Rate Card, even if it is acting as agent or buyer for the actual advertiser. For the avoidance of doubt, the Customer's standard terms and conditions of purchase or any other standard terms and conditions shall not apply.

1. DEFINITIONS

In these terms and conditions the following definitions shall apply:

"Advertisement" means an advertisement published, reproduced or inserted in or on any Journal, E-Mail Campaign or Digital Format pursuant to an Advertisement Order;

"Advertisement Order" means any order for an Advertisement submitted to Brinker Designs LLC for the publication, reproduction or insertion of Material in or on any Brinker Designs LLC operated, owned or controlled website or Publication;

"Digital Format" means any internet site, application or other digital format operated, owned or controlled by Brinker Designs LLC;

"Customer" means the person or legal entity who submits an Advertisement Order, whether such person or legal entity is the advertiser of the relevant product or service, the Advertiser's advertising agency, media buyer, or a recruiter representing a prospective employer;

"Publication Date" means the date the Customer's Advertisement is first published in a Brinker Designs LLC Publication or published on a website operated, owned or controlled by Brinker Designs LLC;

“Material” means any advertising material/copy, artwork, photographs or other material provided or to be provided by the Customer in connection with the Advertisement Order;

“Rate Card” means the rate card of Brinker Designs LLC as amended by Brinker Designs LLC from time to time in accordance with clause 7.12;

“Terms and Conditions” means the terms and conditions set out on this page as amended by Brinker Designs LLC from time to time in accordance with clause 7.12.

2. PUBLICATION OF ADVERTISEMENTS

2.1. The Customer grants Brinker Designs LLC an irrevocable, world-wide, royalty-free licence to reproduce, publish and republish the Advertisement within the relevant Brinker Designs LLC Publication (irrespective of the medium or platform in or on which it is published) in accordance with the provisions of the Advertisement Order.

2.2. Brinker Designs LLC may reject, refuse, omit, postpone, cancel, or require changes to the whole or part of any Material, Advertisement Order or Advertisement submitted for insertion into a Brinker Designs LLC Publication at any time, whether or not it has accepted the Advertisement Order, including the dates for publication and positioning of the Advertisement, or to accept the Advertisement Order subject to additional conditions which will be notified by Brinker Designs LLC to the Customer.

2.3. The Customer shall submit all Advertisements to Brinker Designs LLC in accordance with Brinker Designs LLC’s then current technical specifications (as may be updated from time to time), the current version of which is available on request;

2.4. Save to the extent caused by its negligence, Brinker Designs LLC shall not be responsible for any error or omission in the insertion of any Advertisement, or for any damage or loss of any copy, electronic files, data, drawings or other materials supplied for the purpose of an Advertisement or any shrinkage or colour alteration that may occur during the normal course of production.

2.5. It is the Customer’s responsibility to ensure that all Advertisements are correct, accurate and not misleading. Brinker Designs LLC accepts no responsibility for any errors in an Advertisement including (without limitation) any errors which arise as a result of any changes or alterations undertaken by Brinker Designs LLC at the Customer’s request. In respect of any Advertisement in a Journal, in the event of an error in a published Advertisement as a result of a material typographical

error caused by Brinker Designs LLC, Brinker Designs LLC agrees to re-run the Advertisement free of charge in the next available edition of such Journal.

3. WARRANTIES

3.1. The Customer contracts with Brinker Designs LLC as a principal and warrants and represents to the Brinker Designs LLC that:

3.1.1. it has full capacity and authority to enter into a binding contract with Brinker Designs LLC on the provisions of these Terms and Conditions.

3.1.2. all information and Material supplied to Brinker Designs LLC is true, accurate and not misleading, and nothing contained in it is liable to bring Brinker Designs LLC or any Brinker Designs LLC Publication into disrepute;

3.1.3. the Material is not obscene, defamatory, fraudulent, misleading or libelous, and shall not give cause, whether directly or indirectly, for any action to be brought against Brinker Designs LLC for libel, fraud or publication of a false or misleading statement;

3.1.4. the Material will not infringe the intellectual property rights or any other rights (including without limitation any right of privacy or confidence) whatsoever of any third party or unfairly prejudice the legitimate interest of any third party by implication or otherwise;

3.1.5. the Material complies with all applicable legislation, laws, regulations and codes of practice (or similar);

3.1.6. it shall not represent to any third party that Brinker Designs LLC in any way endorses the Customer, the Advertisement and/or the Customer's products or services;

3.1.7. the Material shall not indicate an intention to discriminate on grounds of sex, race, religion or belief, disability, ethnic origin, age or sexual orientation (unless such an Advertisement is exempted from any statutory requirements relating to such forms of discrimination and the Customer notifies Brinker Designs LLC of the applicability of such an exemption at the time when the Advertisement Order is submitted to Brinker Designs LLC);

3.1.8. the Material shall not cause disruption to any computer, computer system, network or any Digital Format, and shall be free from viruses or malicious code;

3.1.9. the Material shall not be prejudicial or damaging to the reputation of Brinker Designs LLC or the Brinker Designs LLC Publications;

3.1.10. it shall provide Brinker Designs LLC with all necessary Material by the date notified by Brinker Designs LLC to the Customer, such date being of the essence. If the Customer fails to provide such Material by such date, the Customer acknowledges and agrees that Brinker Designs LLC may not be able to fulfil its obligations under the Advertisement Order or these Terms and Conditions and accepts that Brinker Designs LLC will not be liable for any such failure to any extent or at all;

3.1.11. it shall not without the prior permission of Brinker Designs LLC embed any tracking device, cookies, beacon, floodlight or other technological device in or as part of an Advertisement published on any Digital Format that enables the Customer to track or analyse the online behaviour of any user to which such Advertisement is served; and

3.1.12. it has all necessary rights, licences and consents (including where necessary regulatory consents and consents from persons or entities cited or quoted in the Material) needed to permit Brinker Designs LLC to use, display, reproduce, insert or publish the Material pursuant to clause 2.1.

3.2. The Publisher warrants to the Customer that it shall use reasonable care and skill in carrying out its obligations under these Terms and Conditions. Except as otherwise expressly provided herein, all conditions, warranties, terms, prior representations, and undertakings express or implied, statutory or otherwise in respect of the services provided hereunder by NPG are to the fullest extent permitted by law expressly excluded.

3.3. Without limiting clause 3.2, the Customer agrees and acknowledges that NPG makes no representation or warranty:

3.3.1. that any publication of any Advertisement will be confined to persons resident in any particular legal jurisdiction(s);

3.3.2. as to the exact number of page impressions that will be delivered on specific dates during an online campaign;

3.3.3. as to the quality of reproduction of Advertisements in any of the NPG Publications;

3.3.4. the exact layout and format of any Brinker Designs LLC Publications which shall be in the discretion of Brinker Designs LLC;

3.3.5. as to the availability of any Digital Format, and in each case Brinker Designs LLC accepts no liability to the Customer in respect of the same.

4. LIABILITY AND INDEMNITY

4.1. Nothing in this clause 4 shall be construed as excluding or limiting Brinker Designs LLC's liability for death or personal injury caused by its negligence or fraud.

4.2. Subject to clause 4.1, Brinker Designs LLC shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any indirect, consequential or special loss or any loss of Material, loss of profits, loss of business, loss of contracts, loss of orders, loss of revenue, loss of goodwill, loss of data or loss of anticipated savings.

4.3. Subject to clause 4.1, the liability of Brinker Designs LLC in respect of any and all other claims (whether in contract or tort) arising out of or in connection with an Advertisement or Advertisement Order shall not exceed the amount the Customer has paid Brinker Designs LLC in connection with that Advertisement or Advertisement Order.

4.4. The Customer agrees to on demand fully indemnify and keep fully indemnified Brinker Designs LLC, its directors, agents and employees against any and all losses, liabilities, costs, claims, damages, demands, expenses and fees (including but without limitation legal and other professional fees) suffered or incurred by NPG arising out of or in connection with:

4.4.1. any other breach of these Terms and Conditions by the Customer; or

4.4.2. any actual or potential infringement of a third party's intellectual property rights;

4.4.3. the publication by Brinker Designs LLC of an Advertisement in accordance with an Advertisement Order.

5. PAYMENT

5.1. The Customer shall pay Brinker Designs LLC for all Advertisements submitted to Brinker Designs LLC (and which are accepted by Brinker Designs LLC) in accordance with this clause 5.

5.2. Rates for Advertisements are specified in the Rate Card or as may otherwise be agreed and/or notified in writing to the Customer from time to time. All rates are exclusive of VAT (or any other sales tax) which shall be due and payable by the Customer to Brinker Designs LLC in addition.

5.3. Unless otherwise agreed by Brinker Designs LLC in writing, Brinker Designs LLC shall invoice the Customer for all amounts as they become due, which shall be after the date of first publication of the applicable Advertisement.

5.4. The Customer shall pay all invoices within 30 days of the date of the invoice.

5.5. Without prejudice to any other rights or remedies that Brinker Designs LLC may have, if the Customer fails to pay Brinker Designs LLC on the due date for payment, Brinker Designs LLC may:

5.5.1. claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Customer shall pay the interest immediately on demand; and

5.5.2. remove any and all Advertisements Brinker Designs LLC may have in any Brinker Designs LLC Publications until payment has been made in full.

5.6. If, on the anniversary of the Publication Date and where applicable:

5.6.1. the number of Actual Advertisement Placements is less than the number of Expected Advertisement Placements for the preceding 12 month period, the Customer shall not be entitled to a refund of any amount from Brinker Designs LLC;

5.6.2. the number of Actual Advertisement Placements is greater than the number of Expected Advertisement Placements for the preceding 12 month period, Brinker Designs LLC shall apply the relevant rate (as set out in the Rate Card) applicable to the number of Actual Advertisement Placements. In the event that the Customer still owes any amount to NPG (notwithstanding the application of a lower rate pursuant to the Rate Card), NPG may invoice

the Customer for such amount which shall be payable by the Customer in accordance with clause 5.4

5.7. The Customer may terminate any Advertisement in accordance with clause 6.1. The Customer has no other rights of cancellation. In the event that the Customer cancels an Advertisement other than in accordance with clause 6, the Customer acknowledges and agrees that it shall remain fully liable to pay to Brinker Designs LLC for the Advertisement.

5.8. Brinker Designs LLC reserves the right to change the rates in the Rate Card at any time and to publish the amended rates on nature.com. The then current prevailing Rate Card is available to the Customer on request from the Brinker Designs LLC advertising department.

6. CANCELLATION

6.1. Once an Advertisement Order has been accepted by Brinker Designs LLC, the Customer may only cancel or alter the Advertisement, the Materials or the Advertisement Order up to 8 weeks from the agreed insertion date of the Advertisement in the relevant Brinker Designs LLC Publication. On the expiry of this date, the written consent of Brinker Designs LLC is required for any and all cancellation or alteration pursuant to this clause 6.1. If such consent is not granted then the Customer will be liable for all sums due to Brinker Designs LLC pursuant to clause 5.7.

6.2. Without prejudice to any other rights or remedies which Brinker Designs LLC may have, Brinker Designs LLC may terminate the contract between it and the Customer (without any liability) immediately on giving notice to the Customer in the event that if:

6.2.1. the Customer fails to pay any amount due to Brinker Designs LLC on or by the due date for payment; or

6.2.2. the Customer commits a material breach of any of the material Terms and Conditions; or

6.2.3. the Customer repeatedly breaches any of these Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms and conditions; or

6.2.4. the Customer enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction); becomes insolvent; ceases or threatens to cease to carry on business; compounds or makes any voluntary arrangement with its-creditors; becomes subject to an administration order; is unable to pay its debts as they fall due; has an encumbrancer take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; takes or suffers any similar action due to debt; or if the equivalent of any of the above events under the law of any jurisdiction occurs in relation to the Buyer.

7. GENERAL

7.1. Brinker Designs LLC reserves the right to place the word "Advertisement" in any Advertisement containing Material which Brinker Designs LLC considers, in its sole opinion, to too closely resemble editorial content.

7.2. With the exception of the Customer's payment obligations, neither Brinker Designs LLC nor the Customer shall be liable to each other for any failure to comply with the provisions of these Terms and Conditions as a result of any event beyond the reasonable control of either of them.

7.3. Any notice or correspondence required to be given under these Terms and Conditions may be delivered personally or sent by prepaid registered post to the other party at the addresses set out in the Advertisement Order, or such other address as may be notified in accordance to the other party from time to time. Any notice so sent shall be deemed to have been duly given upon delivery at the address of the relevant party.

7.4. If any provision of these Terms and Conditions is held for any reason to be ineffective or unenforceable (in whole or in part) this shall not affect the validity or enforceability of the other Terms and Conditions set out herein, which shall remain in full force and effect.

7.5. A waiver by Brinker Designs LLC of any breach if these Terms and Conditions will not be treated as a waiver of any subsequent breach of the same or any other provision by the Customer.

7.6. No third party shall have any rights to enforce these Terms and Conditions against Brinker Designs LLC.

7.7. These Terms and Conditions and the Rate Card (both as amended from time to time in accordance with clause 7.12) shall constitute the entire agreement between the parties with regard to its subject matter and shall supersede all prior understandings, commitments and undertakings that either party may have given.

7.8. The contract between the Customer and Brinker Designs LLC is personal to the Customer. The Customer may not assign, sub-license, sub-contract, transfer or charge the contract or any part of it without the prior written consent of Brinker Designs LLC.

7.9. Brinker Designs LLC may from time to time modify these Terms and Conditions or the Rate Card by publishing any changes online. The Customer should check online before placing an Advertisement Order since by placing an order for the insertion of an Advertisement, the Customer agrees to be bound by any updates to such Terms and Conditions or Rate Card.

7.10. No variation or addition to these Terms and Conditions without the prior written consent of Brinker Designs LLC shall be effective unless agreed to in writing by Brinker Designs LLC and any additional terms the Customer may seek to impose shall be void and/or unenforceable.