

## TERMS AND CONDITIONS OF ADVERTISEMENT SPACE ORDER

### 1. ACCEPTANCE AND APPLICATION

1.1 In this Agreement, the following words shall mean: -

"Advertisement" text and/or an [x] cm by [y] cm banner in JPG or GIF and/or graphics or any form of representation and may include animation, links or any other features to be specified by the Customer, to be located [name of web site] and/or listing(s) on the web site.

"Agreement" the agreement arising from the acceptance by BVC of the customers' application for advertisement space order.

"Customer" shall include persons or corporations contracting for advertising services, web design and/or web hosting services.

1.2 By making this application for the publication of Advertisement(s) to Business Ventures Corporation Pte Ltd ("BVC"), the Customer agrees to accept and be bound by these terms and conditions (including the specific terms on the Advertisement Space Order overleaf).

1.3 Any term or condition agreed, whether orally or in writing shall be void to the extent it is inconsistent with these terms and conditions.

### 2. NON-PUBLICATION ETC.

2.1 BVC reserves the right to decline any contract.

2.2 In the event that the Advertisement is not to be published, both parties shall be discharged from any obligation or liability under the Agreement and neither shall have any claim against the other.

2.3 BVC reserves the right at its discretion to omit, suspend or change the position of any Advertisement or any part thereof otherwise accepted for publication.

2.4 BVC shall be entitled to vary, suspend or terminate this Agreement in writing.

### 3. AGREEMENT AND INDEMNITY

3.1 The Customer warrants that he or she is authorised to advertise in the business service or product described in the Advertisement.

3.2 The Customer shall indemnify BVC and keep BVC indemnified at all times against all claims, costs, proceedings, demands, losses, damages, expenses or liabilities whatsoever arising out of or in connection with any matter published for the Customer.

3.3 All complimentary listings and linkages are given strictly at the BVC's discretion and are not part of this contract. The Customer will not be able to claim any monetary refund for any listings and linkages not listed or listed incorrectly.

### 4. PROOFS AND CHANGES

4.1 Where proof is furnished at the request of the Customer, the Customer shall return the same (with amendments or changes) within the time stipulated on the proof, failing which the proof shall be deemed correct in all particulars for publishing. The Customer agrees to pay for the full costs of the Advertisement in the event that the Advertisement is not published due to the Customer's refusal to approve or return the said proof within the time stipulated on the proof.

4.2 The Customer shall ensure that proofs with amendment(s) have been received by BVC BEFORE the expiry of the deadline given. Evidence of sending by post or electronic mailing will not be deemed evidence of receipt by BVC.

4.3 The Customer agrees to abide by the technical specifications of the Advertisement that are set out on copysheets provided by BVC.

### 5. INTELLECTUAL PROPERTY AND STATUTES

5.1 The Customer represents that the Customer is the owner or is licensed to use the entire contents and subject matter contained in its advertising and collateral information and hereby gives full consent to BVC to use, apply and publish the said Advertisement, brand name, domain name, listing, logo, photograph, intellectual property rights and other materials on their behalf.

5.2 The Customer warrants that the use of the Advertisement, brand name, domain name, listing, photograph and other materials used in the Advertisement does not violate intellectual property rights of any party or violate any statute, regulation or directive including but not limited to the Internet Code of Practice issued by the Singapore Broadcasting Association.

5.3 The Use and Registration of any domain name does not confer any legal rights to the name and in the event of a dispute over the right to use a particular name, BVC may terminate the contract with the Customer.

5.4 In the event BVC is given written notice of an infringement of copyright or any other intellectual property right from any third party, the Advertisement referred to therein shall be withdrawn at BVC's discretion. Notwithstanding the withdrawal of the Advertisement, the Customer shall be liable for the full charges.

5.5 Intellectual property in the finished assembled or including any design, graphics or text contained in the Website or any web therein is owned by BVC.

### 6. ERRORS & OMISSIONS

6.1 In cases of any error or omission in the Advertisement and upon notification in writing of the same from the Customer to BVC, BVC may, but is not obliged to, insert the correct information or make a refund or pro-rated adjustment to the Advertisement charges as BVC deem fit.

6.2 Without prejudice to clause 6.1, no insertion, refund or pro-rated adjustment will be made if in the sole opinion of BVC the error, misprint or omission does not materially detract from the Advertisement.

### 7. EXCLUSION/LIMITATION OF LIABILITY

7.1 BVC shall not be liable to the Customer or any third party or parties for any loss of revenue, profits or any consequential loss whatsoever howsoever caused or arising out of the publication or non-publication of any Advertisement for whatever reason, or for any errors, inaccuracies, omissions or insertions in the Advertisement.

7.2 The Customer agrees that the use of BVC's server is at the Customer's own risk.

7.3 BVC shall not be liable for any loss or damage that results from the use of or inability to use BVC's services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, including but not limited to Internet failures, computer equipment failures, telecommunication failures, other equipment failures, electrical power failures, acts of God, failure, theft, destruction or unauthorised access to BVC's records, programmes or services. The Customer hereby acknowledges that this paragraph shall apply to all content on BVC's server.

7.4 The Customer agrees that in any event, the total liability (if any) of BVC to the Customer arising out of or in connection with the Agreement, for any error or omission shall not exceed the price paid to BVC for the Advertisement or the cost of a further or consecutive advertisement of a type and standard comparable to the Advertisement.

7.5 The Customer hereby waives any and all claims which may have against BVC for any loss, damage, claim or expense arising out of, or in relation to, the registration of domain names in any on-line or off-line network directories, membership lists or registration lists, or release of the domain name from such directories or lists following the termination of services by BVC for any reason.

### 8. LAWFUL PURPOSE

8.1 The Customer shall use services provided by BVC for lawful purposes only.

8.2 The Customer shall not transmit or store any material :-

8.2.1 In violation of any law or statute now or hereafter in force and any by-laws, orders, rules, regulations, requirements and notices thereunder;

8.2.2 For which the Customer does not own or have a licence to use the intellectual property rights thereunder subsisting; and

8.2.3 Which BVC in its sole discretion deems inappropriate.

### 9. CANCELLATION

The Customer may cancel this Agreement by sending a written notice, by way of an AR Registered letter, addressed to and reaching BVC within 7 days from the date of the Advertisement Space Order. The Customer shall, upon cancellation, pay a 30% surcharge on the Advertisement Costs within 7 days from the cancellation date. No cancellation shall be accepted after 7 days from the date of the advertisement space order.

### 10. PAYMENT

The Customer agrees to make down payment equivalent to 50% of stipulated rate upon signing of contract. The Customer guarantees full payment upon submission of the first draft of artwork or write-up of the Advertisement, failing which BVC may charge an interest of S\$50.00 or 5% of the outstanding sum per month with immediate effect, whichever is greater.

### 11. DURATION AND UPDATING

The Advertisement is for a maximum period of one year unless otherwise stipulated. The Customer shall pay S\$100 per web page for changes.

### 12. GOVERNING LAW

This Agreement shall be constructed under and governed by the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the Courts of Singapore. If any clause of the Agreement or any part thereof is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining clauses or part of the clauses of this Agreement shall remain in full force and effect.