

Terms & Conditions

Please sign this insertion order and return to [NAME] by fax on [FAX NUMBER] or by email to [EMAIL ADDRESS]. If returning by email, Advertiser agrees that typing a name in the signature box above binds Advertiser to the Microsoft Standard Terms and Conditions.

Microsoft Standard Terms and Conditions

1. ORDERS FOR ADVERTISEMENTS: These Standard Terms and Conditions govern the terms under which Microsoft may place advertisements on the Microsoft Network ("MSN"). All orders or other requests for advertising from Advertiser or an advertising agency or agent on Advertiser's behalf must be made using the Insertion Order set out on the next page, or in such other form as may be agreed between the parties ("IO"). All IOs in whatever form are governed by these Conditions. No other terms or conditions, made in connection with IOs or howsoever otherwise arising shall be binding on Microsoft. These Standard Terms and Conditions, together with all IOs submitted by Advertiser from time to time, constitute the entire agreement between Microsoft and Advertiser. No other conditions, provisions, or terms of any sort appearing in any writings, payments, or other communications to Microsoft made in connection with such orders will alter or supplement this Agreement. If the person placing the IO is an advertising agency or other agent acting on Advertiser's behalf, such person confirms that it has full authority to bind its principal to these Terms and Conditions and both agent and Advertiser agree to be jointly and severally liable for all responsibilities of Advertiser stated herein, in particular the payment obligations set out in section 5 below.

2. MATERIAL SPECIFICATIONS: All advertising submissions ("Content") by Advertiser to Microsoft hereunder must comply with specifications located at www.advantage.msn.com – click on the "International" link and select your country (as may be modified by Microsoft from time to time), or other requirements provided in writing to Advertiser by Microsoft. Time is of the essence in Advertiser providing Content to Microsoft; failing to meet applicable time requirements or applicable specifications may delay or prevent placement of the Content on MSN, and is a breach of the Agreement. All requests regarding position of Content on MSN, other than those set forth in the IO, will be filled at Microsoft's discretion. Microsoft may label any advertisement as an "advertisement" for clarification purposes.

3. CANCELLATION: Orders are binding on Advertiser and not subject to cancellation by Advertiser; except that either party may cancel this Agreement upon 30 days' prior written notice to the other party before the latest "end date" specified in any outstanding IO. Within 60 days after such termination, Advertiser will pay Microsoft for all outstanding amounts owed under this Agreement. However, Advertiser will pay Microsoft the Total Fees set forth in all outstanding IOs if Microsoft terminates this Agreement due to Advertiser's uncured breach.

4. RESPONSIBILITY FOR ADVERTISEMENTS: Advertiser represents and warrants to Microsoft that it is fully authorized to publish, and authorizes Microsoft to publish on its behalf, Content (including, without limitation, all text, graphics, URLs, and sites to which URLs are linked), and that all Content complies with all applicable laws and regulations. Advertiser will indemnify and hold Microsoft harmless from and against any and all loss, liability, and expense (including reasonable attorneys' fees) suffered or incurred by reason of any claims, proceedings or suits based on or arising out of the Content, including without limitation claims for defamation, violation of rights of publicity, privacy, intellectual property, or a breach by Advertiser of any representation, warranty, condition, or obligation to be performed.

5. COMMITMENT; PAYMENT TERMS: Advertiser or agent on Advertiser's behalf will pay Microsoft the Total Fees set forth in each IO within 60 days after the date of each Microsoft invoice as consideration for placement of the Content on MSN. If Advertiser has pre-paid Microsoft for the advertising placements, Content will only be placed on MSN once full payment has been received in Microsoft's designated bank account. Overdue amounts shall accrue interest at the rate of 1½% per month until paid, or the legal maximum, whichever is less. Microsoft may remove any Content from MSN, and cancel any IO, if Advertiser is in default of its payment obligations. Microsoft reserves the right to change these payment terms at any time upon reasonable notice to Advertiser or its advertising agency.

6. COUNTS; THIRD PARTY SERVINGS; MAKE GOODS: Microsoft counts instances of Content being delivered based on ad requests, and Microsoft will issue tracking reports on that basis. Microsoft reserves the right to refuse ad buys which must be served from third party's servers. If Microsoft fails to deliver the agreed upon number of ad requests during the agreed upon period pursuant to any attached IO, Advertiser's sole remedy for such failure will be an extension of this Agreement until the agreed upon number of ad requests (or other ad requests as the parties may agree) are provided.

7. DISCLAIMERS; LIMITATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MSN AND ANY MATERIALS OR OTHER SERVICES PROVIDED BY OR ON BEHALF OF MICROSOFT PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITH ALL DEFECTS, AND MICROSOFT HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED. EXCEPT PURSUANT TO INDEMNITY PROVISIONS OF SECTION 4 OR A BREACH OF SECTION 8, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED

ACCESS TO INFORMATION). MICROSOFT WILL NOT BE LIABLE TO ADVERTISER FOR DAMAGES IN EXCESS OF AMOUNTS ACTUALLY PAID TO MICROSOFT HEREUNDER.

8. CONFIDENTIAL INFORMATION. Information that is disclosed by one party to the other party, and that is marked "confidential", or which under the circumstances ought reasonably to be treated as confidential information (including this Agreement), will be treated as confidential by the receiving party. The receiving party will not disclose to a third party such information, or use such information other than for the purposes for which it was provided, without the written consent of the other party; this limitation will apply for a period of one year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use.

9. MISCELLANEOUS. Advertiser may not issue any press release or make any public announcement(s) relating to this Agreement or the relationship established by this Agreement without the express prior written consent of Microsoft, however, Microsoft may make informational references to MSN advertising and Advertiser's participation therein in press releases without obtaining Advertiser's consent. This Agreement shall be construed and controlled by the laws of England and Wales. Advertiser hereby irrevocably consents to the personal jurisdiction of, and non-exclusive venue for any legal proceeding commenced by or on behalf of Advertiser in the courts sitting in England or Wales. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. Advertiser may not assign, sub-license, transfer, encumber or otherwise dispose of this Agreement without Microsoft's prior written approval. Any attempted assignment, sub-license, transfer, encumbrance or other disposal without such consent shall be void and shall constitute a material default and breach of this Agreement. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Section and Sections 4, 5, and 8 shall survive termination, along with any other provisions that might reasonably be deemed to survive such termination.

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