

TERMS & CONDITIONS

MAD MEDIA LIMITED

Effective Date: 29 September 2025

By engaging MAD MEDIA LIMITED's services, purchasing advertising space, or accepting delivery of services, you (the "Client" or "Advertiser") agree to be bound by these Terms & Conditions.

1. PAYMENT TERMS

1.1 Payment Due Date: All invoices are due for payment on the 20th of the month in which they are issued (30-day terms), unless a prior written payment arrangement has been agreed with MAD MEDIA LIMITED (the "Company").

1.2 Payment in Advance: Unless a prior payment arrangement has been agreed with the Company, all payments must be received in full BEFORE any advertisement is scheduled to run on the Company's digital billboard network. The Company reserves the right to refuse service or remove advertising until payment is received.

1.3 Invoices as Statements: Invoices issued to the Client shall be deemed the official billing statement. The absence of a separate statement does not entitle the Client to withhold or delay payment for goods or services provided by the Company.

1.4 Late Payment: Interest may be charged on overdue accounts at the rate of 12% per month (or the maximum rate permitted by law, whichever is less). Overdue accounts will also incur debt recovery costs, including but not limited to collection agency fees, legal fees, and court costs.

1.5 Acceptance of Terms: Payment for services or acceptance of goods constitutes the Client's acceptance of these Terms & Conditions in their entirety.

2. SERVICE DELIVERY & PERFORMANCE

2.1 No Guarantee of Performance: The Company will use commercially reasonable efforts to display Client advertising as scheduled. However, the Company makes NO WARRANTY OR GUARANTEE regarding the continuous, uninterrupted, or error-free display of any advertisement. Digital billboard advertising is provided on an "AS-IS" and "AS-AVAILABLE" basis.

2.2 Service Interruptions: Advertisement display may be interrupted, delayed, or prevented due to (but not limited to):

- Equipment malfunction or failure
- Power outages
- Internet or network connectivity issues
- Software or hardware failures
- Weather conditions
- Vandalism or theft
- Government orders or regulatory requirements
- Maintenance (scheduled or emergency)
- Acts of God, natural disasters, or force majeure events
- Any other cause beyond the Company's reasonable control

2.3 No Compensation for Service Interruptions: The Client acknowledges and agrees that service interruptions are inherent to digital billboard advertising. The Company shall have NO LIABILITY to provide refunds, credits, or financial compensation for any service interruptions, regardless of duration or cause.

2.4 Discretionary Make-Goods: At the Company's sole and absolute discretion, the Company may elect to provide additional advertising time, credits, or other remedies ("make-goods") for service interruptions. Any such make-goods are:

- Provided as a goodwill gesture only
- Not an admission of liability or obligation
- Not a precedent for future situations
- Subject to availability and scheduling constraints
- Final and non-negotiable once offered

2.5 Exclusive Remedy: If the Company elects to provide a make-good, such make-good shall be the Client's sole and exclusive remedy for any service interruption or non-performance.

2.6 Waiver of Invoice: In exceptional circumstances, the Company may, at its sole discretion, elect not to invoice the Client for a particular advertising period. This decision is made on a case-by-case basis and does not create any obligation or expectation for future waivers.

3. LIMITATION OF LIABILITY

3.1 Maximum Liability: In no event shall the Company's total aggregate liability to the Client for any claims arising from or related to these Terms exceed the amount actually paid by the Client for the specific advertising campaign giving rise to the claim.

3.2 Exclusion of Damages: The Company shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to:

- Lost profits or revenue
- Lost business opportunities
- Loss of goodwill or reputation
- Cost of replacement advertising
- Any other economic losses

3.3 Third-Party Claims: The Company shall have no liability for any claims, demands, or actions brought by third parties arising from the Client's advertising content or the display thereof.

4. FORCE MAJEURE

4.1 Suspension of Obligations: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any cause beyond the reasonable control of that party, including but not limited to:

- Acts of God, natural disasters, severe weather
- War, terrorism, civil unrest, riots, strikes, or labor disputes
- Government actions, laws, regulations, or orders
- Epidemics or pandemics
- Fires, floods, earthquakes, or other natural events
- Equipment failure, technical malfunctions, or transmission issues
- Utility failures (power, internet, telecommunications)
- Supplier or vendor failures

4.2 Notice: The affected party shall notify the other party of any force majeure event as soon as reasonably practicable.

4.3 No Compensation: During any force majeure event, the Company's obligation to display advertising may be suspended without liability for refunds, credits, or compensation.

5. BILLING & RATE CALCULATIONS

5.1 Daily Billing Intervals: All advertising rates are calculated using daily intervals. The billing cycle commences on the day the advertisement begins displaying.

5.2 Rate Schedules: Current rates are provided separately and may be updated from time to time at the Company's discretion. Contracted rates are locked for the duration of the specific contract term only.

5.3 No Pro Rata Adjustments: Unless specifically agreed in writing, no pro rata adjustments, refunds, or credits will be made for partial days, service interruptions, or early termination by the Client.

6. ADVERTISING CONTENT & INTELLECTUAL PROPERTY

6.1 Client Warranties: The Client warrants and represents that:

- All advertising content, designs, artwork, text, images, logos, and trademarks provided do not infringe upon any third-party intellectual property rights, including copyrights, trademarks, patents, or trade secrets
- The Client has all necessary rights, licenses, and permissions to use and display the advertising content
- The advertising content complies with all applicable laws and regulations
- The advertising content does not contain defamatory, obscene, or illegal material

6.2 Indemnification: The Client agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and affiliates from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising from or related to:

- The advertising content or subject matter
- Any breach of the Client's warranties or representations
- Any third-party intellectual property infringement claims
- Any legal or regulatory violations arising from the advertising content

6.3 Right to Reject or Remove: The Company reserves the absolute right to:

- Reject any advertising content before display
- Remove or cease displaying any advertising content at any time
- Request modifications to advertising content
- Refuse service to any Client for any reason

Such actions may be taken without prior notice and without liability for refunds or compensation.

7. CONTRACT TERMINATION

7.1 Termination by Company: The Company may terminate any contract at any time, for any reason, with or without cause. In the event of Company-initiated termination:

- Pre-payments for services not yet rendered will be refunded
- No additional compensation or damages will be owed
- The Company reserves the right to retain payments for services already provided

7.2 Termination by Client: If the Client wishes to terminate a contract before its expiration:

- The Client must provide written notice
- A termination fee of 10% of the unused duration of the original contract term may apply
- Termination fees are calculated based on the original contracted rate (not discounted rates)
- The Company reserves the right to waive termination fees at its sole discretion

7.3 No Refunds for Early Termination: Except as specifically provided in Section 7.1, no refunds will be provided for early contract termination by the Client.

8. ARTWORK & DESIGN SERVICES

8.1 Client Responsibility: The Client is generally expected to provide screen-ready artwork in the format specified by the Company.

8.2 Design Services: The Company offers design services for a fee as outlined in current pricing schedules. Some packages may include design services at no additional cost.

If design services are included but the Client elects to provide their own artwork, no discount or refund will be provided.

8.3 Design Approval: The Client is responsible for reviewing and approving all artwork before it is scheduled for display. Once approved, the Client bears all responsibility for the content.

8.4 Technical Specifications: Artwork must meet the Company's technical specifications. The Company reserves the right to reject artwork that does not meet specifications or to charge additional fees for modifications.

9. SCHEDULING & ROTATIONS

9.1 Scheduling Discretion: While the Company will make reasonable efforts to accommodate Client scheduling preferences, the Company retains sole discretion over:

- Advertisement scheduling and rotation
- Display frequency and duration
- Placement within rotation cycles
- Sharing of display time with other advertisers

9.2 No Guaranteed Impressions: The Company makes no guarantee regarding the number of impressions, views, or exposure any advertisement will receive.

9.3 Changes to Schedule: The Company reserves the right to modify schedules, rotations, or display parameters as operationally necessary without notice or compensation.

10. GENERAL PROVISIONS

10.1 Authority to Contract: By accepting this Agreement, the Client confirms that they have the legal authority to enter into this contract and bind the entity on whose behalf they are contracting.

10.2 Entire Agreement: These Terms & Conditions constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements, whether written or oral.

10.3 Amendments: The Company reserves the right to modify these Terms & Conditions at any time. Clients will be notified of material changes, and continued use of services constitutes acceptance of modified terms.

10.4 Severability: If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall continue in full force and effect.

10.5 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of New Zealand. Any disputes shall be subject to the exclusive jurisdiction of the New Zealand courts.

10.6 Waiver: The failure of the Company to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

10.7 Assignment: The Client may not assign or transfer this Agreement without the Company's prior written consent. The Company may assign this Agreement at any time without notice.

10.8 Notices: All notices must be provided in writing via email or registered mail to the addresses provided by each party.

11. ACCEPTANCE & ACKNOWLEDGMENT

By signing a contract, making a payment, providing advertising content, or otherwise engaging the Company's services, the Client acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions in their entirety.

The Client specifically acknowledges and agrees that:

- No warranties or guarantees are provided regarding service performance
- Service interruptions may occur without compensation
- Make-goods are discretionary and not obligatory
- The Company's liability is strictly limited as set forth herein

MAD MEDIA MANAGEMENT

MAD Media Limited
Level 1, 44 Liardet Street
New Plymouth
4310

mail@mad.nz
0800 2 GO MAD

Version: 2.0

Last Updated: 29 September 2025