

PRINT AND MAGAZINE ADVERTISING - TERMS AND CONDITIONS

Version 6 – Effective June 2019

1. Definitions

“Advertisement” means the material (including any Creative) submitted by you to be published by us.
“Agency” means your advertising agency.

“Agreement” means these Terms and Conditions and your Insertion Order.

“Creative” means any information, material, name, trademark, logo, artwork, text, graphic or other material provided or to be provided by you to us for the purpose of providing the Advertisement.

“Insertion Order” means the form specifying your advertising details for the Service.

"Service" may include any of the following or a combination thereof:

- a. advertising in any of our magazines or publications;
- b. having your properties featured in any of our magazines;
- c. training;
- d. phone support; and
- e. any associated or ancillary service we agree in writing to provide to you.

“Term” means the period of this Agreement.

"We", "our", "us", "the Publisher" refers to the company set out in your Insertion Order, being REA Hong Kong Management Co. Limited, a member of the REA Group Ltd, group of companies (REA Group) responsible for maintaining our website at www.squarefoot.com.hk and all squarefoot.com.hk publications.

"You", "your" or "the client" or "the Advertiser" refers to you as the user of the Service.

2. All advertisements are accepted and published by the Publisher in reliance upon the representations of the Agency and/or the Advertiser that such party is authorised to publish the entire contents and subject matter thereof and that the advertisement or part thereof or the publication of the advertisement does not in any way violate or breach any of the laws of the Hong Kong Special Administrative Region.
3. The fees that the Advertiser must pay for its Advertisements are set out in its Insertion Order. The Publisher reserves the right to change the fees at any time. The Advertiser must pay the fees set out in its Insertion Order in accordance with the Insertion Order. If no due date for payment is specified on the Insertion Order the Publisher will invoice the Advertiser monthly in advance and the Advertiser must pay within 30 days of the date of the invoice.
4. In consideration of publication of an advertisement, the Advertiser and Agency, if such is a party to this agreement, jointly and severally agree to indemnify and hold harmless the Publisher, its officers, agents and employees in respect of all or any costs, damages or other charges falling upon the

Publisher including but not limited to legal actions or threatened legal actions arising from the publication of any advertisement together with any and all other losses resulting from the publication of any advertisement by the Publisher, including but not limited to any claims or actions in respect of libel, slander, violation of any rights of privacy, copyright infringement, violation of trademark or any other intellectual property rights.

5. The usual fifteen percent (15%) agency commission discount are available to advertising agencies recognised by the Publisher.
6. Any Agency Commission shall be valid and maintained only if all accounts due and payable to the Publisher are paid in full as per the credit term agreed upon as printed on the Insertion Order or within such a period as agreed to in writing between the Publisher and the Advertiser or Agency concerned. Non-payment of accounts or invoices or failure to provide the Publisher with advertising materials as and when required and in the format specified by the Publisher is a ground for the Publisher to revoke this Agreement. On revocation, the Advertiser shall pay the Publisher the sums detailed in Clause 7 herein. The Publisher shall not be liable for any loss or damage arising as a result of non-publication and cancellation of the relevant Agreement.
7. Any advertising Agreement will be considered completed when the total value of the Agreement has been fulfilled. Advertisement sizes may be increased with the permission of the Publisher. However, advertisement sizes booked may not be decreased. All advertisements must be published within the Agreement period, which may under no circumstances exceed one year from the start of the Agreement.
8. For the avoidance of doubt, in the event of any Advertiser or its Agent withdrawing any advertisement or failing to provide the Publisher materials required to effect publication before the Publisher's deadline, the Advertiser or Agent is responsible for full payment of all and any of the advertising space booked and agreed. In the event of advertising copy instructions and/or advertising materials not being received before the Publisher's deadline, the Publisher reserves the right to repeat a previous advertisement of the same size or to run a house advertisement in respect of which the Advertiser will be liable for full payment. The Publisher bears no responsibility for either the publication of, nor the reproduction quality of advertising materials that are submitted after the Publisher's deadline as stated in respect of receipt of advertising materials.
9. Except for any warranty or representation made expressly in writing by the Publisher, the Advertiser acknowledges that it has not relied on any advice given or representation made by the Publisher or on its behalf in connection with the advertising. The Publisher has no liability to the Advertiser and the Advertiser indemnifies the Publisher in relation to any failure of telecommunications services or systems which affect the Publisher's receipt of the Advertiser's advertisement or the publication of the Advertiser's advertisement.
10. The Publisher excludes all implied conditions and warranties from these terms and conditions, except any condition or warranty which by law cannot be excluded ("non excluded conditions"). The Publisher limits its liability for:
 - a. breach of any non-excluded condition (to the extent that liability for such breach can be limited); and
 - b. any other error or omission in publishing caused by the Publisher; to (at the Publisher's option) re-supply of the advertising services affected by the Publisher's breach or payment of the cost of re-supply.

11. Subject to the above sub-clauses, the Publisher excludes all other liability to the Advertiser for any costs, expenses, losses and damages suffered or incurred by the Advertiser in connection with these terms and conditions and any advertisement published by the Publisher, whether that liability arises in contract, tort (including by the Publisher's negligence) or under statute. Without limitation, the Publisher will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profit, loss of revenue and loss of business opportunity.
12. The Advertiser agrees that the Publisher are not liable if the Publisher is unable to comply with any obligation under this Agreement (or are unable to comply with any obligation on time) as a result of any circumstance that is beyond the Publisher's reasonable control and performance of any such obligation will be suspended. In particular, the Publisher is not liable for:
 - a. any delay in providing or failure to provide the Service (or a part of the Service) due to any technological problem (whether in the Publisher's systems or the systems of a third party); and
 - b. the content (including any errors or omissions) of each Advertisement.
13. The Advertiser may only cancel this Agreement by sending a request for cancellation in writing via registered mail to the Publisher at, 15/F YF Life Tower, 33 Lockhart Road, Wanchai, Hong Kong. The Publisher shall not be bound by any stop orders, cancellations, transfers of advertisements or requests for special or specified positions received after the booking closing date as defined on the Publisher's rate card. If this Agreement is cancelled, the Advertiser or Agent for the Advertiser as a party hereto if appropriate, hereby agrees to pay the Publisher the relevant rate on the Publisher's rate card, without discounts, for all and any advertisements published. The Advertiser further agrees to pay the Publisher on demand in addition to any costs required to effect recovery from the Advertiser, an administration fee of HK\$5,000. The Publisher holds the right to cancel the Agreement and recover the aforementioned cancellation costs if the Advertiser fails to complete the Agreement by the expiry date.
14. The Publisher reserves the right to suspend/stop any agreed upon advertisements should the Advertiser fail to abide with the payment/credit terms as determined on the Agreement.
15. The Publisher will use its best endeavors to adhere to any schedule of dates for publication and in respect of requested positions for advertisements, but does not give any warranty of guarantee in respect thereof. It is a condition of acceptance of advertisement orders that no such warranty or guarantee is given.
16. The Advertiser may request that insertion dates of an advertisement be amended and any such request shall be made in writing to the Publisher and received at least ten (10) days prior to material deadline as defined on the Publisher's rate card. Any requested amendments to the insertion dates will be agreed to at the Publisher's sole discretion. Requests for any alterations of insertion dates not received in writing within ten (10) days prior to material deadline will not be accepted.
17. The Publisher at all times reserves the right to edit, revise or reject in whole or part any Advertisement with or without notice to the Advertiser and shall not in any way be liable for any loss or damage arising as a result of non-publication or amendment of an Advertisement, nor shall the Publisher provide any refund or other compensation in the event of non- publication or

amendment as aforesaid. The Advertiser acknowledges that the Publisher may:

- a. determine the manner of publication of an Advertisement, including its position, order and orientation at its sole discretion;
 - b. try to publish an Advertisement in the location specified in the Advertiser's Insertion Order (if any is specified) but do not guarantee it will be published in that location;
 - c. change the appearance of the Advertisement, including the Creative or format of the Advertisement; and
 - d. label any Advertisement as "Advertisement" whenever requires to do so by law or whenever the Publisher consider appropriate, for any reason, to distinguish an Advertisement from other types of content.
18. The Publisher, its employees or agents shall not be responsible for errors in the insertion or omission of any Advertisement, the content thereof and/or any damage or loss howsoever occurring to drawings, films, photographs or other materials provided to the Publisher for the purpose of or in connection with any Advertisement. Unless claimed by the Advertiser, all advertising materials provided to the Publisher will be disposed of after two months of publication date or proposed publication date without further notice.
19. Agreements, conditions, rates, rules or regulations not set forth or described herein or appearing in the Publisher's advertising rate card or technical specifications will not be binding and the Publisher hereby gives notice that such are produced for the guidance of Advertisers only.
20. The Publisher reserves the right to revise advertising rates upon written notice at any time in respect of any publication. The Publisher also reserves the right to revise and vary the circulation quantity in respect of any publication without prior notice. Advertising rates appearing on Agreements do not guarantee any fixed circulation quantity and no warranty of such is made. The Publisher is not bound by any verbal or written circulation claims.
21. All complaints or claims regarding advertisements published must be made in writing to the Publisher within three (3) days following the date of publication and sent by registered post or recorded delivery to the office of the Publisher at 15/F YF Life Tower, 33 Lockhart Road, Wanchai, Hong Kong. No complaint or claim will be honoured if advertising material does not conform to the Publisher's current technical specifications. Copies of the technical specifications are available from the Publisher upon request.
22. The Advertiser understands and agrees that editorial coverage is entirely unconnected to advertising. The Publisher does not promise any editorial coverage whatsoever in exchange for advertising. Both parties agree that no promise or guarantee of editorial coverage has been made or implied.
23. The placing of an order with the Publisher for the insertion of an Advertisement shall amount to full acceptance of all the above conditions. Any further conditions stipulated in the Publisher's order form or elsewhere by the Publisher shall be void in so far as they are in conflict with the above conditions.

24. This Agreement forms the entire agreement between the parties. Both parties agree that the publisher shall not be bound by any other communication between the parties, whether written or verbal, save and except an Advertisement Amendment Form duly signed by authorised representatives of both parties. Quotations, sales letters and proposals by the Publisher shall in no way be binding on the Publisher. Both parties further agree that no terms or conditions applied by the Advertiser to an order for advertising shall be binding on the Publisher.
25. Any views expressed in articles and advertisements appearing in the Publication are not endorsed by the Publisher. No responsibility is accepted by the Publisher for the accuracy of any information contained in any articles or advertisements.
26. Any existing intellectual property rights, including any intellectual property rights in any Creative, owned by the Advertiser or the Advertiser's licensors will remain owned by the Advertiser or Advertiser's licensors.
27. In relation to the existing intellectual property owned by the Advertiser or the Advertiser's licensors, as set out in clause 26, the Advertiser grants the Publisher a royalty free, non-exclusive licence to:
 - a. use, copy, change, adjust, transmit, distribute and publish the Creative and any intellectual property in an advertisement for the purposes of providing the Advertiser with the Service;
 - b. use, copy, transmit, distribute and publish the Advertiser's name, any trade or business name, trade mark or other mark owned or used by the Advertiser for the purposes of marketing, promoting or advertising the Publisher, the Publisher's products and services and any third parties and their products and services; and
 - c. in the context of the Publisher's websites, for the purposes of marketing, promoting or advertising the Publisher or Publisher's businesses, Publisher's products and services, and third parties and their products and services.
28. The Advertiser acknowledges and agrees that any moral rights pertaining to the Advertiser's or Advertiser's licensor's existing intellectual property rights (as outlined in clause 26) are waived, and that the Advertiser will procure any necessary written waivers of such moral rights to ensure the Advertiser is in compliance with this clause.
29. Any existing intellectual property rights owned the Publisher or the Publisher's licensors, remain owned by the Publisher or the Publisher's licensors. Any intellectual property rights arising out of the creation or modification to any Advertisement creative will be owned by the Publisher, unless such intellectual property is created by a third party supplier, in which case the agreement with the third party supplier will govern the ownership of any newly created intellectual property rights.
30. The Advertiser must not, without the Publisher's prior written consent, copy an Advertisement or allow an Advertisement to be copied.
31. The Advertiser warrants that each Advertisement and use of that Advertisement in accordance with this Agreement, does not infringe any intellectual property rights of any third party.
32. Without limiting clause 33, the Advertiser must not use our trade name, trademarks or logo in any public announcement regarding this Agreement without the Publisher's prior written approval.
33. Unless required to do so by law, the Advertiser must not, without the Publisher's prior written

consent, disclose (whether orally or in writing or any other form) any confidential information about this Agreement (including the Advertiser's Insertion Order) or the Advertiser's relationship with the Publisher.

34. The Advertiser acknowledge that the Advertiser have read and agree to be bound by the terms of the Publisher's Privacy Policy available at [Privacy Policy](#).
35. There shall be no right of first refusal or other option to renew any Insertion Order unless such right or option is expressly granted in the insertion Order or in an addendum agreed by the Publisher.
36. The Publisher may change these Terms and Conditions at any time on 30 days prior written notice to the Advertiser. The Advertiser acknowledges that the Publisher's publishing the amended version of these Terms and Conditions at this link constitutes written notice to the Advertiser of such changes.
37. No delay or failure by the Publisher to enforce any provision of this Agreement will be deemed a waiver or create a precedent or will prejudice the Publisher's rights. No waiver by the Publisher will be effective unless it is in writing and signed by the Publisher.
38. The Publisher will send all notices and other communications to the Advertiser to the email address and/or facsimile number the Advertiser have provided to the Publisher. It is the Advertiser's sole responsibility to ensure that the Advertiser provides the Publisher with the Advertiser's current contact email address and/or facsimile number.
39. All notices from you to us (including termination notices) must be sent to the Publisher at 15/F, YF Life Tower, 33 Lockhart Road, Wanchai, Hong Kong or by fax on +852 3198 1838. These contact details may be varied from time to time. It is your responsibility to check these Terms and Conditions for current contact details.
40. The Advertiser must not assign this Agreement or appoint an agent without the Publisher's prior written consent.
41. The Publisher may assign or novate this Agreement at any time. If the Publisher assign or novate this Agreement, the Publisher will notify the Advertiser of the assignment or novation.
42. The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any term of this Agreement are expressly excluded and no terms of this Agreement are, or are intended to be, enforceable by any person not being a party to them. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement, or any term of this Agreement, are not subject to the consent of any third party.
43. The laws of Hong Kong Special Administrative Region govern the Agreement. The Advertiser submits to the non-exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region and the Advertiser waives any right it had to object to an action being brought in the Court of Hong Kong Special Administrative Region (including that the action has been brought in an inconvenient forum, or that those Courts do have jurisdiction).
44. If any term of this Agreement is void, unenforceable or illegal, that term is severed. The remainder of the Agreement has full force and effect.



45. The Publisher's rights and remedies provided in this Agreement are in addition to other rights and remedies given to the Publisher by law and equity independently of this Agreement.
46. The Advertiser acknowledge that the Publisher rely on all representations and warranties made by



the Advertiser under this Agreement on the understanding that the Advertiser are familiar with all relevant laws, regulations, rights and remedies.