



**(T&C)**  
**SALES TERMS AND CONDITIONS**

**INSERTION ORDER**

Any purchase of web-advertising space marketed by NEGOCOM Atlantique is subject to an Insertion Order, either by letter or electronically, addressed to the advertiser following its web-advertising booking request.

The subscription is valid for one year, taking effect from the first day of its publication by the editor and without automatic renewal.

Once NEGOCOM has received the signed Insertion Order, the subscription is effective and posted online.

The advertiser cannot cancel an approved and signed Insertion Order.

If the advertiser wishes to change the listing package during the year, they must contact the sales representative or the editor via our customer services on the following number 05 53 03 99 02.

The advertiser can change the content of its advert as many times as he wishes during the year via their client account.

Any changes to the photo content must be addressed by mail to the NEGOCOM graphic department.

**TERMS AND CONDITIONS OF THE LISTING CONTENT AND BANNER ADS**

As the website is dedicated to the promotion of its region, the website inserts adverts comprising of banners for which the advertisers are solely responsible for their content and also liable to third parties.

The same condition applies for listing adverts, photos, texts and web links in the sections for which the content is provided by the advertisers. Here again, liability to third parties falls back to the advertisers.

**THEREFORE THE ADVERTISER MUST INSURE:**

- that the advert is honest, faithful and correct
- that the content of the advert or listing is not prejudicial to the reputation or question the liability of NEGOCOM Atlantique in any case.
- that the publication of the banner content or listing provided is its sole responsibility for the content or listing and it does not impinge on the rights of third parties.
- that it is the holder of the full rights necessary for the use of the adverts either through banners or listing on our guides, reproduction rights, adapting, diffusion and representation, and more generally, the full intellectual property rights linked to photos, images, texts, videos and other elements constituting their advert as well as human rights and specifically the rights to own image and privacy.

**TERMS AND CONDITIONS OF THE ADVERTISER'S WEBSITE CONTENT**

The advertiser commits that, the content of the website accessible via click URL from the advert banner or listing subscribed with the Guide, be in direct relation with the advert content of this space.

The advertiser commits to ensure that the website accessible via click URL be compliant to all current legal rules.

The advertiser is the only manager of the potential requests addressed by the web users via the click URL from our guides. The advertiser is solely responsible to all requests and possible issues with web users, specifically those linked to his contractual obligations and the content of their offers.

All business transactions with the web users via the advertisers website and through the click URL coming from their advert space published in our Guide are solely under their legal responsibility and declaration.

#### **GO LIVE AND INVOICING:**

The Insertion Orders are invoiced within 15 days following the purchase, based on current pre-tax rates as displayed on all our websites or as per the Insertion Order (either letter or email) signed with the sales agent.

Invoices are due on issuing and payable in euros by bank transfer or cheque.

The insertion rate includes the online publication of the advert within a period of 15 days maximum after the signature of the order by the customer.

The rate includes the conception technical costs of the first advert insertion; this does not include specific conception costs.

No indemnities can be claimed in case of a delayed online publication if the delay is the result of the customer providing late for the adverts.

In the case where an advert spot reserved via an Insertion Order cannot be fulfilled, NEGOCOM Atlantique will do everything necessary to provide the advertiser another spot of equivalent value.

#### **DISCLAIMER AND RESPONSABILITY:**

NEGOCOM Atlantique cannot be held accountable in the case of temporary service interruption due to a malfunction or traffic congestion, or the malfunctioning of network servers, which are associated to cases of force majeure.

NEGOCOM Atlantique cannot guarantee that competitive advertisers are not present on adjacent spaces during the same period, however NEGOCOM Atlantique will do their best to guarantee that each advertiser benefits from a visibility in alignment with their order.

