Media (Advertising) Terms

2026 October

These Advertising Terms (the "**Advertising Terms**") apply to advertising campaigns, placements and related creative, design, or delivery services provided by **Future B2B Limited** or **Future B2B LLC** (as identified in the applicable Order) ("**Future**") that promote the products, services or brand of the client named in the Order (the "**Client**"). These Advertising Terms form part of, and are incorporated into, either (a) the **Master Services Agreement** ("**MSA**") between the parties, or (b) **Future B2B's Standard Terms and Conditions** (as applicable).

1. Definitions.

1.1. In these Advertising Terms, the following words and expressions have the meanings set out below:

Advertisement means any advertisement, creative, copy, artwork, graphic, video, audio, or other promotional material that Future produces, publishes or makes available to the public on behalf of the Client in connection with the Advertising Services.

Advertiser means the ultimate brand owner or advertiser for whom the Agency (if any) acts, or (if there is no Agency) the Client itself as the advertising party.

Advertising Period means the period during which Future agrees to deliver or display the Advertisement as specified in the applicable Order.

Advertising Services means all advertising, promotional, placement, design, and related creative or delivery services (including campaign management, trafficking,

optimisation, reporting, and analytics) provided by or on behalf of Future under the Agreement.

Advertiser Materials (also referred to as "**Copy**") means any advertising copy, artwork, logos, images, data, scripts, tracking tags, URLs, or other content or materials supplied by or on behalf of the Client to Future in connection with the Advertising Services.

Agency means an advertising agency, media buyer or other intermediary acting on behalf of an advertiser.

Business Day means a day other than a Saturday, Sunday or public holiday at the location of the Future contracting entity identified in the Order.

Campaign means the individual advertising campaign, flight or placement described in the Order, including any related deliverables or performance metrics (such as impressions, clicks, or leads).

Campaign Delivery Reports means the campaign performance reports that Future provides to the Client where such reports are agreed in an Order and in the form format and frequency specified in the Order.

Client means the advertiser identified in the Order who purchases the Advertising Services, whether acting directly or through an authorised agency.

Client Representative means the person named in the Order as the Client's primary contact for campaign approvals, copy delivery, and other day-to-day communications.

Copy Deadline means the final date and time by which the Client must supply the Advertiser Materials to Future, as specified in the Order or otherwise notified by Future in writing.

Creative means any advertising creative, artwork, layout, design, template, copy, slogan, script, storyboard, audio or video material, digital asset, mock-up, or other content or material created, developed, adapted or produced by or on behalf of Future for the Client in connection with the Advertising Services, whether in draft or final form, and including any versions or proofs thereof.

Data Protection Laws means all applicable laws, statutes, regulations and regulatory requirements relating to the privacy, security, confidentiality, or protection of Personal Data (including any applicable guidance or codes of practice issued by relevant supervisory or regulatory authorities), in each case as amended, re-enacted, or replaced from time to time, and including without limitation any such laws in the

United Kingdom, the European Union, the United States and any other jurisdiction in which either party processes Personal Data under the Agreement.

Deliverables means any outputs, materials, content or other work product that Future is to provide to the Client under the applicable Order, including any Advertisements, Creative or related deliverables specified in that Order.

Future means Future B2B Limited or Future B2B LLC (as identified in the Order), together with its Affiliates, employees, agents and subcontractors acting on its behalf.

Good Industry Practice means the degree of professionalism, skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances.

Impression means a single instance of an Advertisement being served or displayed to a user on a digital property, as measured and reported in accordance with the measurement methodology specified in the Order or otherwise in line with IAB standards.

Media means the medium or channel through which an Advertisement is distributed or displayed, including without limitation print publications, websites, mobile applications, newsletters, emails, social-media platforms, podcasts, streaming or video platforms, events, or any other media property operated by or on behalf of Future.

Order (also referred to as an “Insertion Order”, “IO” or “Statement of Work”) means the ordering document executed by the parties that sets out the scope of the Advertising Services, campaign details, Advertising Period, pricing, and any Special Conditions, and which incorporates these Advertising Terms by reference.

Specification means the technical and creative requirements (including file formats, sizes, deadlines, and placement restrictions) applicable to the Advertiser Materials or Advertisements, as set out in the Order or otherwise communicated by Future.

Special Conditions means any additional or varied terms agreed in writing in the Order that apply specifically to the Advertising Services described in that Order.

Website means any online property, platform, or domain operated by or on behalf of Future through which Advertisements are displayed.

2. Scope and Application.

2.1. These Advertising Terms apply to all advertising services, placements, campaigns, and related creative, design, or delivery services (collectively, the "**Advertising Services**") provided by or on behalf of **Future B2B Limited** or **Future B2B LLC** (as identified in the Order) ("**Future**", "**we**", "**us**", or "**our**") to the client or advertiser named in the Order ("**Client**", "**you**", or "**your**").

2.2. Each Order referencing these Advertising Terms constitutes a separate and binding agreement between Future and the Client upon acceptance in writing (including by email approval, signature, or electronic execution) by both parties. Each Order forms a distinct and independent contract for the Advertising Services described therein, incorporating:

2.2.1. these Advertising Terms;

2.2.2. the **MSA** or, if none exists, the **Future B2B Standard Terms and Conditions**; and

2.2.3. (c) any **Special Conditions** specified in the Order.

2.3. These Advertising Terms supersede and replace any previous versions of Future or Future B2B advertising terms and conditions, including any terms previously referred to as "Advertising Terms", "Online Advertising Terms", "Display Advertising Terms", or "Digital Media Terms", to the extent they relate to Advertising Services.

2.4. Capitalised terms not defined in these Advertising Terms shall have the meanings given in the MSA or Standard Terms (as applicable). If there is any discrepancy between the definitions in these Advertising Terms and those in the MSA or Standard Terms, the definitions in these Advertising Terms shall prevail for matters relating specifically to Advertising Services.

3. Contract Formation and Booking Process.

3.1. **Formation of Contract**. A binding Order for the provision of Advertising Services (as defined in Clause 1) will be formed when the Client confirms acceptance of an Order issued by Future, whether by:

3.1.1. signature or countersignature of the Order (including electronic signature);

3.1.2. written or email confirmation clearly indicating acceptance of the Order; or

3.1.3. where no written confirmation is received, by the Client instructing Future to proceed with, or supplying materials for, the Advertising Services described in the Order.

3.2. **Orders under an MSA.** Where the parties have entered into an MSA, each Order shall operate as an insertion order or statement of work under that MSA. In the event of any

inconsistency between an Order and the MSA, the order of precedence set out in the MSA shall apply. Termination or expiry of the MSA shall not automatically terminate any Order that is still in effect; such Orders shall continue until completion or earlier termination in accordance with their own terms.

3.3. **Orders without an MSA**. Where no MSA exists, Future's Standard Terms (as in force on the date of the Order) shall govern the Agreement together with these Advertising Terms and the Order. For the avoidance of doubt, the Agreement between the parties in such cases comprises only those documents and any Special Conditions expressly agreed in writing.

3.4. **Amendments or Variations**. No variation to an Order—including any change to campaign details, creative specifications, delivery dates, or Fees—shall be binding unless agreed in writing (including by email) by authorised representatives of both parties. Future may, acting reasonably, continue performing the Advertising Services as originally scoped until such variation is confirmed in writing. Where the Client requests a change to the contracted media start date or delivery date within 30 days before that date, the Client shall pay the change fee set out in Clause 8.2.3, in addition to any other applicable Fees and costs.

3.5. **Right to Reject or Cancel Prior to Publication**. Future reserves the right, acting reasonably and without liability, to reject, cancel, or refuse any Advertisement or Order before publication or delivery if:

3.5.1. the Advertiser Materials do not comply with the Specification or any applicable law, regulation, or industry code of practice;

3.5.2. Future reasonably considers that the Advertisement may be defamatory, misleading, obscene, offensive, or otherwise inappropriate for its intended Media;

3.5.3. publication would infringe the rights (including intellectual-property or privacy rights) of any third party;

3.5.4. the Client is in material breach of these Advertising Terms, the MSA, or the Standard Terms (as applicable); or

3.5.5. the relevant Media, platform, or publication has been suspended, discontinued, or materially changed.

Where practicable, Future will notify the Client of the reason for any such rejection or cancellation and, if possible, offer reasonable alternatives.

3.6. **Agency Bookings**. If the Client is acting as an advertising agency, media buyer, or other intermediary (an "**Agency**") on behalf of an advertiser (the "**Advertiser**"), the Agency represents and warrants that it has full authority to bind the Advertiser and

that the Advertiser has agreed to and shall comply with these Advertising Terms. The Agency and Advertiser shall be jointly and severally liable for all obligations under the Order

3.7. **Entire Understanding of Booking**. Each Order constitutes the complete agreement between the parties in respect of the Advertising Services specified in that Order. Any terms or conditions contained in purchase orders, confirmations, or other documents issued by the Client that are inconsistent with or additional to the Agreement shall have no effect unless expressly accepted in writing by Future.

4. Publication and Delivery.

4.1. **Performance of Advertising Services**. Future shall use reasonable skill, care and commercially reasonable endeavours to perform the Advertising Services in accordance with the Order and these Advertising Terms. All placements are subject to the availability of suitable inventory within the applicable Media and to the timely receipt from the Client of all Advertiser Materials and approvals required under the Agreement.

4.2. **Positioning and Editorial Discretion.**

4.2.1. Unless otherwise specified in the Order, the positioning and format of any Advertisement within the relevant Media shall be at Future's reasonable discretion.

4.2.2. Future may move, resize or re-schedule any Advertisement, or substitute comparable advertising space or format, where required for technical, editorial or operational reasons, provided that the overall value of the placement and exposure delivered to the Client is materially equivalent to that specified in the Order.

4.2.3. The Client acknowledges that Future's editorial content shall at all times take precedence over advertising material and that editorial independence will not be compromised by any Advertisement.

4.3. **Comparable Media and Substitution**. If for any reason a scheduled publication, platform or Media channel becomes unavailable, suspended or discontinued, Future may display or publish the Advertisement in another Future-owned or Future-operated Medium of comparable nature, audience and value, or defer delivery to a later equivalent Advertising Period. Future will notify the Client as soon as practicable and seek to agree any reasonable alternative placement; if no suitable alternative can be agreed, Future will issue a pro-rated credit or refund for undelivered inventory.

4.4. **Campaign Optimisation**. Future may, acting reasonably and in accordance with Good Industry Practice, adjust targeting, frequency-capping, scheduling or creative rotation in order to optimise performance and deliver the overall objectives of the campaign, provided that such adjustments do not materially alter the agreed scope or budget without the Client's prior written consent.

4.5. **Client Obligations for Copy Delivery.**

4.5.1. The Client shall supply all Advertiser Materials to Future in accordance with the Specification and by the Copy Deadline stated in the Order. Time shall be of the essence for delivery of Advertiser Materials.

4.5.2. Future shall have no liability for any delay, error or omission in the publication or display of any Advertisement resulting from late, incomplete, corrupt or non-compliant Advertiser Materials.

4.5.3. If Advertising Services are delayed or cannot be performed due to such failure, the Fees shall remain payable in full.

4.6. **Technical Compliance and Security**.

4.6.1. The Client shall ensure that Advertiser Materials are free from malware, viruses, malicious code, or any scripts or tags that could impair, interfere with or collect data from the Media.

4.6.2. Future may, without liability, disable or remove any Advertisement that it reasonably believes breaches this clause or poses a technical or security risk.

4.6.3. Where the Client wishes to use any third-party ad-serving, tracking or tagging technology, it must obtain Future's prior written consent and comply with all technical requirements notified by Future.

4.7. **Measurement and Reporting.**

4.7.1. Unless otherwise stated in the Order, campaign performance shall be measured using Future's ad-server data and reporting systems, which shall be the definitive measure of delivery except in the case of manifest error.

4.7.2. If both parties operate ad-servers and the variance between their recorded impression counts exceeds 10 per cent, the parties shall cooperate in good faith to identify and correct any discrepancy. If the discrepancy cannot be resolved within ten (10) Business Days, the mean of the two data sets shall apply.

4.7.3. Future shall provide Campaign Delivery Reports at the frequency and in the format specified in the Order, or otherwise at reasonable intervals during the Advertising Period

4.8. **Deep Linking and Third-Party Access.** The Client acknowledges that Future may from time to time enter into arrangements with third-party platforms that permit users to access specific pages or content directly, bypassing certain advertisements. Future shall not be liable for any reduced exposure resulting from such deep-linking arrangements, provided Future uses reasonable efforts to maintain the agreed overall campaign performance.

4.9. **Competing Advertising.** Future may publish advertisements for goods or services that compete with those of the Client. Where the Client has, prior to the Copy Deadline, notified Future in writing of direct competitors, Future shall use reasonable endeavours to avoid placing a Client's Advertisement immediately adjacent to a competing advertisement in the same Media, subject always to editorial and technical constraints.

4.10. **Force Majeure and Interruption.** If Future's performance of any Advertising Services is prevented or delayed by circumstances beyond its reasonable control (including any Force Majeure Event as defined in the MSA or Standard Terms), Future shall not be deemed in breach. Future will use reasonable endeavours to mitigate the effects and to resume performance as soon as practicable. Where performance cannot reasonably be resumed within 30 days, either party may terminate the affected Order and Future shall refund the proportion of Fees relating to undelivered Advertising Services.

5. Online and Digital Advertising.

5.1. **Scope.** This clause applies to all Advertising Services delivered through digital, electronic or online Media, including websites, mobile applications, podcasts, social-media platforms, newsletters, email campaigns, streaming platforms and any other digital property owned, operated or licensed by Future or a Future Affiliate.

5.2. **Targeting and Delivery.**

5.2.1. The Client acknowledges that Future may use its own or third-party ad-serving, targeting, optimisation or programmatic delivery systems to display Advertisements to users who meet agreed targeting criteria.

5.2.2. While Future will use Good Industry Practice and commercially reasonable endeavours to deliver the agreed impressions or other performance metrics specified in the Order, the Client accepts that targeting and ad-serving technology may result in variations in individual user exposure.

5.3. **Ad Verification and Viewability.**

5.3.1. Where stated in the Order, Future will implement ad-verification, brand-safety and viewability measurement tools certified by the Audit Bureau of Circulations (ABC) or compliant with IAB and TAG standards.

5.3.2. If independent verification is required by the Client, this must be agreed in writing in advance, and any associated costs shall be borne by the Client.

5.4. **Third-Party Ad-Serving and Tracking.**

5.4.1. The Client must obtain Future's prior written approval before using any third-party ad-server, tracking pixel, cookie, or tag in connection with the Advertising Services.

5.4.2. All such technology must comply with the Specification and any technical, security and privacy requirements notified by Future.

5.4.3. Future may remove, suspend or disable any unauthorised or non-compliant tags or technology without liability or approval.

5.5. **Cookies and Tracking Technologies.**

5.5.1. Neither the Client nor any third party acting on its behalf may set, access or read any cookies, tags, beacons or similar technologies on Future's digital properties without Future's prior written permission.

5.5.2. Where permission is granted, the Client shall:

5.5.2.1. provide Future with full written details of all tracking technologies used, their purpose, duration and any data collected;

5.5.2.2. ensure that any tracking complies with all Applicable Laws, including Data Protection Laws;

5.5.2.3. provide all information necessary for Future to update its privacy notices and consent mechanisms; and

5.5.2.4. refrain from using data collected via such technologies for profiling, retargeting or resale unless expressly authorised in the Order.

5.5.3. Future reserves the right to withdraw permission at any time where continued use would breach Applicable Law or its own policies.

5.6. **Security of Digital Media.** The Client shall ensure that Advertiser Materials do not contain any executable code, malware, spyware, Trojan horse, worm or other harmful element. Future may reject or remove any Advertisement that it reasonably believes poses a technical or security risk, without prejudice to its other rights.

5.7. **Data protection**.

5.7.1. Each party shall comply with all Data Protection Laws in relation to any Personal Data processed in connection with the Advertising Services.

5.7.2. If the parties have entered into a data-processing addendum or data-protection schedule under the MSA or Order, that document shall govern the processing of Personal Data and take precedence over these Advertising Terms to the extent of any inconsistency.

5.7.3. The Client shall ensure that it has all necessary consents and lawful bases for any Personal Data that it provides to Future, and shall indemnify Future for any losses arising from breach of this clause.

5.8. **Fraud Prevention and Invalid Traffic.** Future shall use commercially reasonable measures, consistent with Good Industry Practice, to minimise the display of Advertisements on inventory that is fraudulent, invalid or non-human as defined under TAG Certified Against Fraud Guidelines (or equivalent). If Future confirms that impressions were served to invalid traffic, it shall provide the Client with a make-good or credit for the affected portion of the campaign.

5.9. **Make-Goods.** Where digital campaign delivery falls materially short of the booked impressions or agreed metrics for reasons attributable to Future, Future shall provide a make-good or equivalent credit for the under-delivered portion of the campaign. Unless otherwise agreed, make-goods will be delivered within sixty (60) days of campaign end, and shall constitute the Client's sole and exclusive remedy for such shortfall.

6. Creative and Production Services.

If the Future's Custom Content Terms are in force between the parties then the Custom Content Terms shall apply to the provision of creative and production services by Future in addition to this clause 6, and in the event of any conflict, the Custom Content Terms shall prevail.

6.1. **Briefing and Materials.**

6.1.1. The Client shall provide a clear written brief (including any brand guidelines) and all Advertiser Materials required for the Creative in accordance with the Specification and by the Copy Deadline. Time is of the essence for delivery of Advertiser Materials.

6.1.2. Future may refuse to commence or continue Creative work until it has received all required information, assets and approvals.The Publisher shall obtain the Advertiser's approval of any proposal before production begins.

6.2. **Concepts, Proofs and Approvals.**

6.2.1. Following receipt of a complete brief and Advertiser Materials, Future will (where Creative services are included in the Order) produce draft Creative and provide proofs for review.

6.2.2. Unless the Order states otherwise, the Client is entitled to **up to two (2) rounds of corrections** at no additional charge. Any further changes shall be chargeable at the rate stated in the Order or, if not stated, **£50 per proof**.

6.2.3. Future will specify an approval deadline on each proof. If the Client does not respond by that deadline, the proof will be **deemed approved** and Future may proceed to production/publication accordingly.

6.2.4. The Client is responsible for final sign-off and for identifying any errors. Future has no liability for errors present in Client-approved (or deemed-approved) proofs.

6.3. **Image Quality and Manipulation.**

6.3.1. For print, the Client is responsible for supplying images that meet the minimum quality stated in the Specification (typically **200 dpi or higher** at final size).

6.3.2. Future may reject images that do not meet quality standards or are, in Future's reasonable discretion, offensive or non-compliant with policy or applicable laws.

6.3.3. Any requested image manipulation, cut-outs, retouching or similar production work may be charged in addition as a production fee.

6.4. **Fonts and Typesetting.**

6.4.1. Future will only use text fonts covered by its own font-licensing arrangements and will **not** install or use fonts supplied by the Client.

6.4.2. The Client is responsible for ensuring that any fonts embedded within Advertiser Materials are properly licensed for the intended use; Future accepts no liability for unlicensed font usage within Advertiser Materials.

6.5. **Third-Party Specialists and Costs.** If delivery of the Creative requires third-party specialists (for example, developers, animators, photographers or studio work), the related costs (including rush fees) shall be borne by the Client unless the Order expressly provides otherwise. Future will notify the Client of such costs in advance where practicable.

6.6. **Production Standards.**

6.6.1. Print Advertisements will be produced to the standard ink weights and densities of Future's nominated printer and to a commercially acceptable standard.

6.6.2. Digital assets will conform to the technical limits of the relevant Media (file size, format, duration, weight, sound and motion limits, etc.) as set out in the Specification.

6.7. **Ownership and Licence to Creative.**

6.7.1. **As between the parties, Future owns all Intellectual Property Rights in the Creative** (including any layouts, artwork, designs, templates and production files) unless the Order expressly states otherwise.

6.7.2. In consideration of the Fees, Future grants the Client a **limited, non-exclusive, worldwide licence** to use the Creative **solely as the Advertisement** and **solely in the Media** and **Campaign** specified in the Order (including any agreed re-runs or make-goods).

6.7.3. Any broader usage (e.g., use on the Client's website, social channels, paid media or other campaigns) requires Future's prior written consent and may be subject to an additional licence fee.

6.7.4. Where the Client requests a copy of the final Advertisement, Future may, at its discretion, provide a copy in **PDF format** for the Client's permitted use under this clause.

6.8. **Client-Provided Materials.** The Client retains ownership of Advertiser Materials it supplies and grants Future a non-exclusive, royalty-free licence to use those materials as reasonably required to create the Creative and deliver the Advertising Services. The Client is responsible for obtaining all necessary permissions, releases and clearances for Advertiser Materials.

6.9. **Amends, Changes and Delays.**

6.9.1. Change requests outside the agreed scope (including changes after proof approval) may impact timelines and Fees and will not be actioned until confirmed in writing.

6.9.2. If the Client's delay in providing Advertiser Materials, approvals, or instructions prevents timely publication, the Fees remain payable in full and Future may pro-rate delivery where feasible, without obligation to extend the Advertising Period unless agreed in writing.

6.10. **Moral Rights and Credits.** To the extent permitted by law, Future may omit author or contributor credits in the Creative. The Client shall use reasonable endeavours to procure that any contributors to Advertiser Materials consent to reasonable adaptation and waive (or not assert) moral rights to the extent necessary for the Advertising Services.

6.11. **No Transfer of Tools.** Future's underlying tools, design systems, templates, methodologies, working files and source files (including layered artwork) are not

delivered or assigned unless expressly stated in the Order. Any delivery of open files, if agreed, may be subject to an additional fee and licence terms.

6.12. **Conflicts with Order.** If this clause conflicts with any specific Creative/production provisions in the Order (including number of rounds, rates, formats or delivery items), the **Order prevails**.

7. Print Advertising.

7.1. **Scope.** This clause applies where the Advertising Services include the publication of an Advertisement in a print magazine or other physical Media owned, operated, or distributed by Future or its Affiliates.

7.2. **Copy and Layout.**

7.2.1. The Client shall provide Advertiser Materials in accordance with the Specification and by the Copy Deadline stated in the Order. Time shall be of the essence.

7.2.2. If the Order includes design or layout services, the Client shall provide a clear brief (including text, imagery and any required layout preferences) to enable Future to prepare the Advertisement.

7.2.3. Future will produce and deliver proofs for approval where time permits. The Client is entitled to **up to two (2) rounds of corrections** without charge unless otherwise specified in the Order. Additional changes shall be chargeable at the rate set out in the Order or, if not stated, at **£50 per proof**.

7.2.4. If the Client fails to respond to a proof by the stated approval deadline, the proof shall be **deemed approved**, and Future may proceed to press accordingly.

7.3. **Image and Print Quality.**

7.3.1. Images supplied by the Client should meet the minimum resolution specified in the Specification (typically **200 dpi or higher** at final size).

7.3.2. Future shall not be liable for any loss of quality or colour variance caused by images supplied at lower resolution, in the wrong colour space, or outside the Specification.

7.3.3. Print Advertisements will be produced using the standard ink weights, densities, and colour profiles of Future's nominated printer and to a commercially acceptable standard consistent with industry norms.

7.4. **Rejection of Materials.** Future may reject or request replacement of any Advertiser Materials that: (i) fail to meet the Specification or quality standards; (ii) contain unlicensed fonts, images or content; (iii) are, in Future's reasonable discretion, offensive, discriminatory or unlawful; or (iv) otherwise breach these Advertising Terms.

Where practicable, Future will notify the Client promptly and request replacement materials, but publication deadlines may not be extended.

7.5. **Fonts and Typography.**

7.5.1. Future will use only fonts covered by its own licensing arrangements.

7.5.2. Future shall not use or install fonts supplied by the Client, and accepts no responsibility for font substitutions or appearance differences resulting from unavailable fonts.

7.5.3. The Client warrants that any fonts embedded in Advertiser Materials are properly licensed for use and publication.

7.6. **Failure to Supply Copy.**

If the Client fails to deliver suitable Advertiser Materials by the Copy Deadline, Future may, at its discretion: (a) publish a previously supplied Advertisement or other substitute content; (b) omit the Advertisement; or (c) display a "space hold" notice. In all such cases, the **Fees remain payable in full**, and Future shall not be required to extend the Advertising Period or provide any refund or credit.

7.7. **Use of Creative by Client.** Where the Order includes design or production of Creative by Future, the Client may request a copy of the final Advertisement in PDF format. Future may, at its discretion, provide such copy for the Client's internal record-keeping or portfolio purposes under the licence set out in **Clause 6.7.2.** Any use beyond the permitted scope requires Future's prior written consent.

7.8. **Exclusion of Digital Editions.** Unless expressly stated in the Order, a Print Advertisement will appear **only in the print edition** of the relevant publication and **not in any digital, app-based or online edition**. If inclusion in digital editions is required, this must be specified in the Order and may be subject to additional Fees.

7.9. **Cancellation or Rescheduling.** If Future's publication schedule changes, Future will use reasonable endeavours to accommodate the Advertisement in the next available comparable issue or publication. If rescheduling is not possible, Future shall provide a pro-rata refund or credit for the affected placement, which shall constitute the Client's sole remedy for such change.

7.10. **Responsibility for Content.** The Client is solely responsible for verifying the accuracy, legality and compliance of the Advertisement content. Future shall not be liable for typographical errors or inaccuracies that were present in Client-approved (or deemed-approved) proofs.

7.11. **Archival and Reuse.** Future may retain copies of published Advertisements for archiving, audit, or promotional purposes. Unless otherwise agreed, Future is under

no obligation to return physical materials supplied by the Client (such as prints, transparencies or artwork).

7.12. The Publisher shall use reasonable skill and care and provide monthly reports showing impressions, clicks, and spend.

7.13. The Publisher may charge a management fee in addition to the media cost.

7.14. Any unspent ad-spend balance will roll forward month to month; any remainder at campaign end shall be refunded or credited, net of management fees.

7.15. The Advertiser acknowledges the Publisher is not responsible for any rejection, modification, or removal of advertisements by the platform operator.

8. Cancellations.

8.1. **Client-Initiated Cancellation.**

8.1.1. The Client may cancel an Order only by written notice to Future. Cancellation will take effect **only when confirmed in writing by Future**.

8.1.2. Unless otherwise stated in the Order or agreed in writing, the latest date by which a cancellation may be made (the **"Cancellation Date"**) is:

8.1.2.1. for non-print Media the Client may cancel an Order or any portion thereof, as follows: i. With 14 days' prior written notice to Future, without penalty, for any guaranteed inventory delivered by Future (including impressions, clicks, or other desired actions). If Client provides less than 14 days' notice, Client remains liable for all inventory delivered or committed during the notice shortfall period. ii. With seven (7) days' prior written notice to Future, without penalty, for any non-guaranteed inventory delivered by Future, including, but not limited to, cost per click inventory, cost per lead Deliverables, or cost per acquisition inventory, as well as some non-guaranteed cost per thousand impression inventory. iii. With 30 days' prior written notice to Future, without penalty, for any flat fee based or fixed-placement inventory, including, but not limited to, roadblocks, time based or share-of-voice buys, and some types of cancelable sponsorships. iv. The Client will remain liable to Future for amounts due for any custom content or development provided to Client or completed by Future or its third-party vendor prior to the effective date of termination. For Orders that contemplate the provision or creation of custom content, Future will specify the amounts due for such content. The Client will pay for such custom content within 30 days from receiving an invoice therefore; and

8.1.2.2. for print Media –**three (3) months** before the commencement of the Advertising Period.

8.1.3. Any notice of cancellation received after the applicable Cancellation Date will have no effect unless Future agrees otherwise in writing.

8.2. **Charges on Cancellation.**

8.2.1. If a cancellation is accepted by Future after the Cancellation Date, or if Future agrees to early termination of an Order for convenience, the Client shall pay:

8.2.1.1. all Fees and non-cancellable third-party costs incurred or committed by Future up to the effective date of cancellation; and

8.2.1.2. a **cancellation charge** equal to the proportion of the total Fees representing the value of the Advertising Services reserved or allocated but not yet delivered as at that date.

8.2.2. If the cancellation relates to part of a series booking, Future may recalculate the Fees for the Advertising Services already delivered at the single-insertion or standard rate card price then in effect, and the Client shall pay any resulting balance.

8.2.3. **Change Fee for Late Rescheduling.** If the Client requests a change to the contracted start date or delivery date for any Advertising Services within 30 days before that date, and Future agrees to the change, the Client shall pay a change fee equal to 10% of the Fees attributable to the affected Advertising Services. This change fee is payable in addition to any Fees, non-cancellable third-party costs or other charges payable under the Agreement. Future is not obliged to agree to any requested change, and any agreed change remains subject to availability and written confirmation.

8.3. **Non-Cancellable Services.** Where the Order or the Commercial Terms specify that certain Advertising Services (for example, event sponsorships, advertorials, or premium print placements) are **non-cancellable** or **payable upfront**, those services may not be cancelled once the Order is accepted, and the Fees for them shall remain payable in full.

8.4. **Cancellation by Future.** Future may cancel or withdraw an Advertisement or Order at any time before or during the Advertising Period, without liability, if:

8.4.1. any of the circumstances in Clause 3.5 (Right to Reject or Cancel Prior to Publication) apply;

8.4.2.a Force Majeure Event (as defined in the MSA or Standard Terms) prevents or materially hinders performance; or

8.4.3. the relevant Media or publication is suspended, discontinued, or materially altered.

In such cases, Future shall use reasonable endeavours to offer a comparable replacement, make-good, credit, or pro-rata refund for the undelivered portion of the Advertising Services, which shall constitute the Client's sole and exclusive remedy.

8.5. **Termination under MSA or Standard Terms.**

8.5.1. Nothing in this Clause 8 limits either party's right to terminate for breach, insolvency or legal cause under the MSA or Standard Terms.

8.5.2. Upon termination or cancellation for any reason, the Client shall immediately pay all outstanding invoices and any Fees due for Advertising Services performed or committed up to the effective date of termination.

8.6. **Effect of Cancellation.** Cancellation of an individual Order shall not, by itself, terminate any other Order then in force between the parties. Each Order is independent, and the provisions of these Advertising Terms, the MSA or Standard Terms (as applicable) shall continue to govern the remaining Orders.

9. Warranties and Indemnities

9.1. **Warranties by the Client.** The Client warrants, represents and undertakes that:

9.1.1. it has full power and authority to enter into, and to perform its obligations under, the Agreement and, where the Client is acting as an **Agency**, it has full power and authority to bind its principal (the **Advertiser**) as agent and confirms that the Advertiser has authorised the Agency to act on its behalf in relation to the Advertising Services;

9.1.2. all Advertiser Materials and any other content or information supplied by or on behalf of the Client:

9.1.2.1. are accurate, complete and not misleading;

9.1.2.2. comply with all **Applicable Laws**, self-regulatory codes, and advertising, marketing, and promotional standards that apply in any territory in which the Advertisement is published or targeted (including any applicable consumer-protection, privacy, data-protection, or industry-specific advertising standards);

9.1.2.3. do not contain anything that is defamatory, obscene, indecent, discriminatory, threatening, offensive, or otherwise unlawful;

9.1.2.4. do not infringe or misappropriate the intellectual-property, privacy, data-protection, contractual or other rights of any third party;

9.1.2.5. do not contain or transmit any malware, virus or harmful code; and

9.1.2.6. comply with the Specification and any technical or formatting requirements notified by Future;

9.1.3. where Advertiser Materials include any endorsements, testimonials or claims (including pricing, performance or comparative statements), such statements are true, capable of substantiation, and compliant with Applicable Laws and any relevant advertising standards;

9.1.4. where the Advertising Services include any promotion, competition or prize draw, the Client is solely responsible for drafting the applicable rules and for obtaining any required licences or approvals; and

9.1.5. it has obtained and shall maintain all rights, consents and licences necessary for Future to use the Advertiser Materials and any third-party elements contained within them.

9.2. **Warranties by Future.** Future warrants that it shall perform the Advertising Services with reasonable skill and care in accordance with Good Industry Practice and in compliance with Applicable Laws. All other conditions or warranties (express or implied) relating to the Advertising Services are excluded to the maximum extent permitted by law, except as expressly stated in the Agreement.

9.3. **No Guarantee of Results.** Unless expressly stated in the Order, Future does not guarantee any specific number of responses, impressions, click-throughs, leads, sales or other performance results from the Advertising Services.

9.4. **Indemnity by the Client.**

9.4.1. The Client shall indemnify, defend and hold harmless Future, its Affiliates and their respective directors, officers, employees, agents and subcontractors from and against all losses, liabilities, claims, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:

9.4.2. (a) any breach by the Client of Clause 9.1 or any other term of the Agreement;

9.4.3. the publication, reproduction or display of any Advertisement or Advertiser Materials in accordance with the Agreement; or

9.4.4. any claim that an Advertisement or Advertiser Material infringes the rights of any third party.

This indemnity does not apply to the extent the claim results from Future's unauthorised modification of the Advertiser Materials or its own breach of the Agreement.

9.5. **Indemnity by Future.**

Subject to the liability limitations in the MSA or Standard Terms, Future shall indemnify the Client against any third-party claim that the **Creative** (excluding Advertiser Materials) created solely by Future infringes a third-party copyright or trademark, provided that the Client:

9.5.1. promptly notifies Future in writing of the claim;

9.5.2. gives Future sole control of the defence and settlement; and

9.5.3. provides all reasonable assistance at Future's expense.

Future has no liability under this Clause 9.5 to the extent the claim arises from (i) materials or instructions supplied by the Client; (ii) modifications made by or for the Client; or (iii) the combination of the Creative with any materials not supplied by Future.

9.6. **Exclusions.** Nothing in this Clause 9 limits or affects any warranties or indemnities expressly stated in the MSA or Standard Terms. In the event of any overlap, the MSA or Standard Terms prevail for general matters, and this Clause 9 applies only to matters specific to advertising content and creative.

10. Errors and Corrections.

10.1. **Responsibility for Advertiser Materials.**

Future will not be liable for any error, omission or inaccuracy in an Advertisement where the error:

10.1.1. results from incomplete, inaccurate or ambiguous instructions or Advertiser Materials supplied by or on behalf of the Client;

10.1.2. occurs in copy, layouts or proofs that were approved (or deemed approved) by the Client under Clauses 6 or 7;

10.1.3. arises because the Advertiser Materials were supplied after the relevant Copy Deadline or outside the agreed Specification; or

10.1.4. relates to colour reproduction, image quality or other print or digital rendering variations inherent in the production or display process.

10.2. **Minor Errors.** Where an error is minor and does not materially affect the overall visibility or purpose of the Advertisement, the Client shall remain liable for the Fees in full and Future shall have no obligation to re-perform or provide any credit or refund.

10.3. **Material Errors Attributable to Future.** If an error or omission that materially affects the visibility, placement or presentation of an Advertisement is solely attributable to Future, Future will, at its option:

10.3.1. re-publish or re-deliver the affected Advertisement at no additional charge within a reasonable period; or

10.3.2. issue a pro-rata credit or refund of the portion of the Fees attributable to the affected placement.

Such re-publication, credit or refund constitutes the Client's sole and exclusive remedy for that error.

10.4. **Notification of Errors.** The Client must notify Future in writing of any suspected error or omission as soon as reasonably practicable and, in any event, within **ten (10) Business Days** after the first publication or delivery of the relevant Advertisement (or, for campaigns, after receipt of the applicable Campaign Delivery Report). Failure to provide such notice within that period constitutes deemed acceptance of the Advertisement as delivered.

10.5. **No Liability for Third-Party Distribution or Platform Variations.** Future is not responsible for errors or variations in the presentation of Advertisements caused by third-party platforms, distribution networks, browser or device settings, ad-blocking technologies, or other factors beyond Future's reasonable control.

10.6. **Limitation of Future's Responsibility.** Without limiting Clause 10.3 or the liability limitations set out in the MSA or Standard Terms:

10.6.1. Future's total liability for any error, omission or failure under this Clause 10 shall not exceed the Fees paid or payable for the specific Advertisement or campaign affected; and

10.6.2. Future shall not be liable for any indirect, special or consequential loss (including loss of profit, revenue, goodwill or anticipated savings) arising from or in connection with any such error.

10.7. **Exclusivity of Remedy.** The remedies set out in this Clause 10 are exclusive of all other remedies in contract, tort or otherwise in relation to errors or omissions in Advertisements. All other rights and remedies are excluded to the fullest extent permitted by law.

11. Limitation of Liability.

11.1. **Incorporation of MSA or Standard Terms Limits.** The limitations and exclusions of liability contained in the **MSA** or the **Standard Terms** (as applicable) apply in full to these Advertising Terms and to every Order placed under them. Nothing in these Advertising Terms increases or extends either party's liability beyond those limits.

11.2. **Order-Level Cap.** Subject always to any lower aggregate limits or exclusions stated in the MSA or the Standard Terms, Future's total aggregate liability arising out of or in connection with any **Order** (including all Advertisements, campaigns and Deliverables under that Order), whether in contract, tort, misrepresentation, negligence or otherwise, shall not exceed **the total Fees paid or payable under that Order**. For clarity, this cap applies separately and independently to each Order, and the liabilities arising under one Order shall not be aggregated with or applied to any other Order or agreement between the parties.

11.3. **Conclusive Records and Measurement.** Future's Campaign Delivery Reports, ad-server data and other performance reports shall, in the absence of manifest error, be the conclusive evidence of delivery and performance for the purposes of determining compliance with the Agreement and calculating any credit or refund due.

12. Campaign data.

12.1. **Incorporation of MSA / Standard Terms Provisions.** The confidentiality and data-protection provisions in the **MSA** or the **Standard Terms** (as applicable) apply in full to these Advertising Terms. This clause supplements those provisions only to the extent required for the Advertising Services.

12.2. Campaign Data Confidentiality.

12.2.1. All information disclosed by either party in connection with an Order —including campaign briefs, targeting parameters, performance metrics, pricing, and Campaign Delivery Reports—constitutes Confidential Information under the MSA or Standard Terms.

12.2.2. Each party shall use such information solely for performing or receiving the Advertising Services and shall not disclose it except (i) as permitted under the MSA or Standard Terms, (ii) to authorised personnel or service providers bound by equivalent confidentiality obligations, or (iii) as required by Applicable Laws.

12.2.3. Future may compile, anonymise and aggregate campaign data (for example, impression counts, performance rates, or audience segments) to analyse and improve its products and services, provided such aggregated data does not identify the Client or any individual.

12.3. **Breach notification**. Each party shall notify the other without undue delay upon becoming aware of any unauthorised access to, or disclosure or loss of, any

Confidential Information or Personal Data relating to the Advertising Services, and shall cooperate in good faith to investigate, mitigate and remediate the incident.

12.4. **Cross-Reference.** All other obligations concerning Personal Data, security measures, and tracking technologies are governed by Clauses 5.5 and 5.8 and by the applicable **DPA** referenced in the Order (or the Standard Terms or MSA as applicable).

12.5. **Survival.** The obligations in this clause continue for the period specified in the MSA or Standard Terms (or, if none is specified, for three (3) years after termination, and indefinitely with respect to trade secrets or Personal Data where required by law).

13. Suspension.

13.1. **Relationship to MSA/Standard Terms and Clause 4.10.** The Force Majeure provisions in the **MSA** or the **Standard Terms** (as applicable) and the interruption/Force Majeure remedies in Clause 4.10 apply in full. This Clause 13 sets out suspension rights and consequences only; it does not limit any right to terminate or credit/refund already provided under those provisions.

13.2. **Future's right to suspend.** Future may suspend any Advertisement or the performance of Advertising Services (in whole or in part) **immediately** on written notice (email suffices) where suspension is reasonably necessary due to:

13.2.1. a Force Majeure Event affecting the relevant Media, platform, or distribution channel;

13.2.2. a technical or security issue, including malware, unstable tags or pixels, excessive system load, or a suspected network or data compromise;

13.2.3. a brand-safety or content-adjacency concern or urgent editorial conflict that cannot reasonably be mitigated without pausing delivery;

13.2.4. a legal, regulatory or rights issue, including a takedown request or credible claim that the Advertisement or Advertiser Materials infringe third-party rights or breach law;

13.2.5. non-compliance with the Specification, these Advertising Terms or Data Protection Laws, including missing user consents;

13.2.6. confirmed or suspected invalid traffic or ad-fraud materially affecting campaign delivery; or

13.2.7. changes to third-party platform policies that make planned delivery non-compliant or impracticable.

13.3. **Client-Suspension Requested by the Client.**

13.3.1. The Client may request a pause in writing. Future will act reasonably to accommodate the request subject to inventory, production and platform constraints.

13.3.2. Once print materials have gone to press, or once any digital placement has been committed to a non-cancellable slot or platform, the Advertisement cannot be withdrawn or paused; the corresponding Fees remain payable.

13.3.3. For digital campaigns, resumption after a Client-requested pause depends on inventory and targeting availability. Future will re-commence delivery as soon as practicable but cannot guarantee identical inventory or pacing.

13.3.4. Future may charge reasonable pre-agreed re-trafficking or production costs for pausing and resuming a campaign at the Client's request.

13.4. **Consequences of Suspension.**

13.4.1. **Efforts to Resume.** Future will use commercially reasonable efforts to resume delivery promptly once the cause of suspension is removed.

13.4.2. **Suspension Caused by Future.** If suspension arises solely from Future's act or omission and not from the Client, its materials or instructions, Future will make reasonable efforts to complete the remaining delivery within the original Advertising Period or a mutually agreed extension. If that is not practicable, Future may, at its discretion, and as a complete and final remedy for such suspension:

13.4.2.1. re-schedule or re-deliver the affected Advertisement at no additional charge; or

13.4.2.2. apply a pro-rata credit or refund for the portion of Fees corresponding to the undelivered Advertising Services.

No other credit, refund or compensation will be due.

13.4.3. **Suspension Caused by the Client.** If suspension results from the Client, its Advertiser Materials, or its failure to meet these Advertising Terms:

13.4.3.1. all Fees for Advertising Services already delivered remain payable;

13.4.3.2. the Client shall reimburse any non-cancellable third-party costs (for example, studio, verification or platform fees); and

13.4.3.3. Future has no obligation to extend the Advertising Period or provide any credit or refund, but may re-phase delivery where reasonably possible.

13.4.4. **Perishable or Fixed-Date Inventory**. If a print issue, newsletter send, event publication or other time-specific opportunity is missed due to a suspension caused by the Client, the placement may be forfeited and the corresponding Fees

remain payable unless Future can re-allocate an equivalent slot acting reasonably.

13.4.5. **Third-Party or Platform Outages**. Interruptions caused by third-party systems, networks or ad-platforms are treated as events beyond Future's reasonable control. Future's obligation is limited to reasonable re-delivery, make-good or credit if feasible; it has no further liability.

13.4.6. **Prolonged Suspension.** If a suspension arising from a Force Majeure Event or from Future's decision under 13.2 (but not caused by the Client) continues for more than thirty (30) days, either party may, by written notice, terminate the affected Order in whole or in part. Upon such termination, Future shall provide a pro-rata refund or credit for any Advertising Services not delivered as at the effective date of termination, less any non-cancellable third-party costs already incurred.

13.4.7. **Notice and Reconciliation.** Future will:

13.4.7.1. notify the Client promptly of any suspension and the reason, to the extent legally and operationally permitted;

13.4.7.2. maintain delivery logs and, on request, provide a summary of the Advertising Services not delivered during the suspension; and

13.4.7.3. upon resumption or termination, issue an updated Campaign Delivery Report showing total delivery and any applicable credit, refund or make-good.