

# GENERAL TERMS & CONDITIONS

## DEFINITIONS

In these terms, conditions and privacy policy; "HeadQuarters Magazine Europe", "MIM Magazine Europe", "MMC", "we" or "us" means Meeting Media Company, publisher of HeadQuarters and MIM Europe Magazines and other Digital products. "Subscriber", "Client" or "You" means a person who is a subscriber or advertiser to our Magazines, which includes print and digital. An "Order" means a paid subscription or advertising in HeadQuarters or MIM Magazine hard copy product or digital on the website [www.meetingmediagroup.com](http://www.meetingmediagroup.com).

## SECTION 1 - CUSTOMER SERVICE ENQUIRES

Contact by email: [info@meetingmediagroup.com](mailto:info@meetingmediagroup.com)

Call: +32 (0)3 226 88 81

## SECTION 2 - PRICING AND PAYMENTS

1. Prices are in EUR (including VAT) unless otherwise stated or requested by the customer. The only other accepted currencies are USD and GBP. While Belgian VAT is removed from all international orders, please be aware that your order may be subject to local Customs duties and/or local taxes in the country of destination and these must be borne by you. Foreign currency pricing is updated at the beginning of each month to reflect exchange rates. If payment is not received, your order may be suspended or terminated. We reserve the right to reject any order at any time.

2. It is your responsibility to ensure that the invoice details you have provided are valid. You agree to pay the price of your order which will be stated clearly at the time of your order. You also agree to the billing frequency of Meeting Media Company. All charges, other than specified in the Cancellation policy, are non-refundable.

3. All invoices sent by Meeting Media Company (MMC) for MIM or HeadQuarters magazines Europe are due 8 days after receiving a sample copy of the magazine or the product. After this period, no claims shall be accepted that relate to the execution of the assignment as it has been submitted by the client. In exceptional cases, MMC can allow other terms of payment. These special terms are always part of a written contract between the client and the Publisher (MMC). Late payments shall always be penalized with an interest charge of 10% per month of the net invoice amount.

4. All payments shall be handled by digital bank transfer. Cheques can only be accepted with an additional 25.00 EUR bank cost.

5. For all signed contracts between parties, a 50% advance is required, to be paid 8 days after the contract is signed or confirmed by email.

6. Meeting Media Company reserves the right to change the prices and fees at any time. We will provide you with an updated media kit on our website [www.meetingmediagroup.com](http://www.meetingmediagroup.com). Promotion and discount eligibility is determined at the time of order.

## SECTION 4 - SHIPPING AND DELIVERY

Subscribers will receive the next available issue, which may take up to 8 weeks for delivery. Shipping is by surface mail throughout Europe and sea mail overseas. Advertisers receive the issue relating to their order. Shipping by parcel service is only possible after an agreement with Meeting Media Company. The delivery of overseas orders is reliant on overseas postal services and we cannot be responsible for items lost by overseas postal services. Online orders from high risk credit countries (as determined by Meeting Media Company) can take up to 6 months for delivery. If you do not receive your copy as expected, or have any questions regarding your order, please email [info@meetingmediagroup.com](mailto:info@meetingmediagroup.com)

## **SECTION 5 - REFUNDS/CANCELLATIONS**

If you wish to cancel a Print Subscription before the end of the subscription term, simply notify us and we will send you a refund for the issues remaining on the subscription which have not been dispatched, minus a cancellation fee of 15 EUR. Please phone +32 (0)3 226 88 81 or send an email to [info@meetingmediagroup.com](mailto:info@meetingmediagroup.com) requesting to cancel your subscription.

We may extend your Print Subscription pro-rata if we are at fault in failing to deliver you an issue of the print magazine. For subscriptions cancellations arising out of the transfer of a subscription held in an alternative publication, no refund is available, if the transferred subscription is cancelled before the end of its term.

If you receive a magazine that is damaged or faulty please contact Meeting Media Company within 30 days to arrange a replacement of that issue.

If you wish to cancel an Advertising Order we will hold the right to invoice 50% of the total amount of the order. No refund will be made for any paid executed and non-executed advertisements. Please phone +32(0)3 226 88 81 or send an email to [info@meetingmediagroup.com](mailto:info@meetingmediagroup.com) requesting to cancel your advertising order with us.

## **SECTION 6 - ONLINE TERMS**

By agreeing to these General Terms and Conditions, you agree that you may not use our products for any illegal or unauthorized purpose nor may you, in the use of our Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms, viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Order.

## **SECTION 7 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Order, use of our services, or access to the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 8 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is neither accurate, complete nor current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 9 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue our services (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the service.

## **SECTION 10 - PRODUCTS, SERVICES AND SUBSCRIPTIONS**

Certain products or services may be available exclusively online through the website. These services may have limited quantities and are not subject to a return or exchange policy. We have made every effort to display as accurately as possible the colors and images of our products. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to

limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **SECTION 11 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per client or per order. These restrictions may include orders placed by or under the same customer account, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made with us. You agree to promptly update your account and other information, including your email address, postal address, billing address by email to [info@meetingmediagroup.com](mailto:info@meetingmediagroup.com) or phone +32 (0)3 226 88 81, so that we can complete your order and contact you as needed.

## **SECTION 12 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 14 - PERSONAL INFORMATION**

Your submission of personal information through the order process is governed by our Privacy Policy. Request our privacy policy by email to [info@meetingmediagroup.com](mailto:info@meetingmediagroup.com)

## **SECTION 15 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the magazines that contains typographical errors, inaccuracies or omissions.. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the magazines or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the magazines or on the website, should be taken to indicate that all information in the magazines or on the website has been modified or updated.

## **SECTION 16 - PROHIBITED USES**

In addition to other prohibitions as set forth in the General Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any

other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or the website [www.meetingmediagroup.com](http://www.meetingmediagroup.com), other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 17 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. Meeting Media Company reserves the right to modify the content, inclusions, type and availability of any digital or print product at any time.

You expressly agree that your use of, or inability to use, our service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Meeting Media Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 18 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Meeting Media Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these General Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 19 - SEVERABILITY**

In the event that any provision of these General Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 20 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These General Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these General Terms and Conditions at any time by notifying us that you no longer wish to use our services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these General Terms and Conditions, we also may terminate this agreement at any time without notice

and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 21 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these General Terms and Conditions shall not constitute a waiver of such right or provision.

These General Terms and Conditions and any policies or operating rules posted by us on our website or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, Communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the General Terms and Conditions).

Any ambiguities in the interpretation of these General Terms and Conditions shall not be construed against the drafting party.

## **SECTION 22 - GOVERNING LAW**

These General Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the court of Antwerp, Belgium.

## **SECTION 23 - CHANGES TO TERMS OF SERVICE**

You can request the most current version of the General Terms and Conditions at any time.

We reserve the right, at our sole discretion, to update, change or replace any part of these General Terms and Conditions. It is your responsibility to request changes or check our website. Your continued use of or access to our website or the Service following the posting of any changes to these General Terms and Conditions constitutes acceptance of those changes.

## **SECTION 24 - TERMS AND CONDITIONS CONTACT INFORMATION**

Questions about the Meeting Media Company General Terms and Conditions should be sent to us at [info@meetingmediagroup.com](mailto:info@meetingmediagroup.com)