

Terms & Conditions –YIP

Our standard terms and conditions of Websites and Payment are set out below and are applicable to all advertising booked on any or all of the YIP web sites.

General

In these terms and conditions

- the “Company” means YIP is under CITYNG.COM, 28 Badejo Akinyemi Crescent, Matori Industrial Estate
- the “Client” means any person or business placing with the Company an order for the publication of a Website or Application on any of the Company’s websites.

Acceptance of Conditions

In placing an order for the publication of a Website or Application, the Client accepts these terms and conditions. No term or condition that conflicts with them is binding on the Company or the Client unless it is in writing and signed by or on behalf of both parties by an authorised signatory. These terms and conditions shall be governed by and construed in accordance with the laws of Nigeria. If any provision in these terms and conditions is held to be invalid or unenforceable in whole or in part the remainder of them shall continue to apply. The Company reserves the right at any time to change in whole or in part these terms and conditions.

Conditions of acceptance of Website or Application

Client’s Warranty and Indemnity

- The Client warrants:
 - that the Website or Application is legal, decent, honest and truthful and that it complies with the Nigerian Codes of Website and Sales Promotion, with any relevant codes of practice and with all requirements of current legislation;
 - that nothing in the Website or Application is defamatory or constitutes a malicious falsehood;
 - that the publication of the Website or Application will not infringe copyright or any other rights vested in a third party; and
 - that the Client has secured all necessary authorities and consents in respect of the use in the Website or Application of any pictorial representations or other

representations of (or purporting to be of) living persons and of references to any words attributed to living persons.

- The Client will indemnify the Company in respect of all costs, damages or other charges arising as a result of the publication of their Website or Application or incurred in connection with any actions or claims brought against the Company arising from a breach by the Client of the warranties in this paragraph 1 or otherwise from the publication of the Website or Application.

Refusing or Amending Website or Application

- The Company reserves the right to refuse to publish any Website or Application whether or not the Website or Application has been accepted or previously published.
- The Company may require any alteration it considers necessary or desirable in a Website or Application as a prior condition of its publication, whether or not such Website or Application has been accepted or previously published.

Placement of Adverts or Features

- Whilst the Company will endeavour to comply with reasonable requests from Clients, the Company does not guarantee the publication of any Website or Application or its publication on any particular date or in any particular position.
- The Company has at its absolute discretion the right to decide the classification, if relevant, for any Website or Application.

Cancellation

- The Company may cancel the Client's order at any time and shall give notice of the cancellation before publication, or at any reasonable time during the publication period of the Website or Application.
- In no event can orders be cancelled once the Company has commenced to carry out the order in accordance with the first publication date requested by the Client.
- All cancellations must be notified in writing by e-mail, but cancellation will only be deemed to have come into effect once an electronic receipt has been received by the Client, confirming that the cancellation has been received.
- The Agreement will be deemed to have been cancelled should either party become insolvent. In such cases, no refund will be paid and no liability will be expected in respect of periods specified in the Agreement which remain unfulfilled.

Copyright

- Copyright of all artwork, copy or other material created, reworked or contributed to by the Company shall vest in the Company.
- The Client authorises the Company to record, reproduce, publish, distribute and broadcast (or to permit the same) all Website or Application (including but not limited to text, artwork and photographs) and to include and make them available in any information service, electronic or otherwise.

Client's Property

All artwork, photographs, leaflets, film or other property delivered by the Client to the Company is held by the Company at the Client's risk and the Client should insure all such property against loss or damage from whatsoever cause. The Company reserves the right to destroy without notice all such material after the date of its last use in connection with the publication of a Website or Application, unless the Client has given written instructions to the contrary.

Disclosing Information

- All Website or Application must be accompanied by the Client's full name and address and the Company may require evidence of authenticity of any Website or Application. All trade Website or Application s must contain a trading name.
- The Company reserves the right to refuse a Website or Application containing only a mobile telephone number unless the Client discloses to them a company address (or similar).
- The Company reserves the right to disclose the name and address of Clients if required by law or any regulatory or government authority or to other third parties where the Company, in its sole discretion, deems it reasonable.

Limitation of Company's Liability

- The Client shall check the Website or Application and notify the Company immediately in writing of any errors. The Company assumes no responsibility and shall not be liable for the publication of errors in Website or Application unless it has received reasonable written notice from the Client, which includes specific page (URL) references to where the error has been identified.

- In no circumstances shall the Company's total liability (including consequential liability) in respect of any error, misprint or omission exceed either the amount of a full refund of any price paid to the Company for the Website or Application in connection with which liability arose, or the cost of a further or corrective Website or Application of a type and standard reasonably comparable to that in connection with which liability arose.
- Save as set out in this paragraph, the Company accepts no liability in respect of any loss or damage occasioned directly or indirectly as a result of the publication of any Website or Application or any loss or damage occasioned directly or indirectly by any total or partial failure (however caused) of the publication of any Website or Application on any of the Company's websites, in which the Website or Application is scheduled to appear.

Loss of Service

- YIP accepts no responsibility for temporary failures in internet supply howsoever caused, and whilst all efforts will be made to restore service, it is a condition of acceptance that web sites will occasionally be inaccessible due to technical issues that arise from time to time.
- Should the Client's Website or Application be inaccessible due to a failure on the part of the Company, for a period of more than 3 days, the Company will offer an extension to the period of the Agreement equivalent to the period identified and agreed as being 'down time'.

Assignment

- The Company shall be entitled to assign its contract with the Client or any of its rights or benefits thereunder.
- The Client may not assign, transfer, sub contract, charge or in any other way deal with any of its rights or obligations under this Agreement without the Company's prior written consent.

Data Protection Act

- The Company will hold information it obtains in its dealings with customers to administer the Client's account, for statistical purposes, for debt collection and for fraud and crime prevention. If the Client does not wish its information to be used for marketing purposes, it should inform the Company in writing.
- (ii) Telephone calls to the Company may be monitored or recorded for staff training purposes.

Advertising Agencies

- An advertising agency, whether recognised or not, submitting a Website or Application shall conform to the conditions laid down by the Institute of Practitioners in Advertising regarding observance of the provisions of the British Code of Advertising Practice and to the Standard Conditions for transactions of business between publishers and advertising agencies as agreed with the Institute of Practitioners in Advertising.
- Without prejudice to the foregoing, these conditions of acceptance specifically extend to any personal guarantee given by the directors of or any other person on behalf of a recognised agency in respect of any unsatisfied liabilities of the agency in the event of the agency's liquidation or insolvency. Such guarantee is part of these conditions of acceptance.

PAYMENT TERMS FOR CLIENTS

Orders for the publication of Website or Applications are accepted subject to the following payment terms:

Rates

- The Company reserves the right at any time to change the scale of advertising rates and to apply such rates to Website or Application accepted and not wholly executed at the time of any such change.
- (ii) It is the responsibility of the Client to bring to the Company's attention at the time of booking any discount, allowance or exemption from Value Added Tax to which entitlement is claimed.
- All rates and prices quoted by the Company are exclusive of Value Added Tax

Advertising Agencies

- Commission will only be granted to agencies formally recognised by the Company at the time of placing the order. The rate of commission payable will be determined by the Company and may be carried or withdrawn at the Company's discretion at any time, subject to giving the advertising agency seven days written notice thereof.
- (ii) All advertising agencies claiming commission must quote order numbers for every booking made.

Time of Payment

- Unless credit terms have been agreed, pre-payment for any Website or Application must be made in full no later than the relevant deadline or publication date.
- In the event that credit terms are approved, payment shall be made for each Website or Application no later than fourteen days from the date of the invoice for such Website or Application. Should the Client be in breach of these terms, or of any contract with the Company, then the full amount in respect of all advertising published and all other amounts accruing from the Client shall become due and payable.
- The Company reserves the right to withdraw credit facilities from any Client at the Company's discretion.
- Payments by post must be by cheque or postal order made payable to the Company and crossed. All payments must be accompanied by the relevant invoice, statement or remittance advice issued by the Company.
- Any query in respect of an invoice must be brought to the attention of the Company within seven days of its issue. The existence of a query on any individual item on an account shall not affect the due date of payment of any balance of such account.

Late Payments

- The Company shall be entitled to charge interest on all sums due at a rate of 5% above the base rate for the time being until payment is received, after as well as before any judgment is obtained, together with compensation for late payment.
- The Company shall be entitled to add to any sums due any reasonable costs and expenses (including administrative costs) incurred by the Company in obtaining payment thereof on an indemnity basis.
- The Company shall be entitled to charge the Client N2'000 in respect of any cheque tendered which is not met upon presentation (and to vary this charge at any time without notice).
- The Company reserves the right to exercise a lien over any documents or other property of the Client in its possession if the Company's charges are not paid in accordance with these terms and the Company's rate card from time to time.