

General Advertising Terms and Conditions

If you have any questions or queries about the advertising services, please get in contact with us via the email address advertisewithus@biofuelsearch.com.

If you choose to advertise on Biofuelfinder.com, we will send you a separate set of commercial terms that you must sign before an advert is placed.

Our General Advertising Terms & Conditions

1. Definitions

“Advertiser” is the entity or person whose products and/or services are featured on the Biofuel Finder site/platform

“Advertising Material” means promotional material (including any text, images, audio and video content) to be placed on the Biofuel Finder site

“Agreement” means these terms and conditions

“Biofuel Finder” means the website www.biofuelfinder.com where adverts will be placed on various pages

“Biofuel Finder Platforms” means the Biofuel Finder website

“Biofuel Finder Trademarks” means all trademarks owned by Biofuel Finder

“Client” means the advertiser and/or its advertising agency

“Commercial Terms” is a separate agreement that must be signed before an advert is placed on the platform

“Information” means video, audio, text, image, client trademarks and other materials which will appear within the Biofuel Finder

“Publisher” means the entity which publishes on the Biofuel Finder, where the Advertising Material will appear on the platform

“Platform” means the website Biofuel Finder

“Third Party Platform” means a digital platform owned and operated by a third party

“User” means any person who accesses or otherwise engages with Biofuelfinder.com

“User Data” means personal data collected from end-users of the platform, whether using cookies or any other technology

2. Rights and Obligations of the Publisher

2.1 Biofuel Finder will arrange for the advertising material to appear on the Biofuel Finder platform as arranged with the client, once the commercial agreement and terms are agreed and signed. While every endeavour will be made to meet the wishes of the client, Biofuel Finder does not guarantee that any particular advertising material will be disseminated;

2.2 Biofuel Finder retains full editorial control over the Biofuel Finder platforms.

3. Rights and Obligations of the Client

3.1 The client agrees to supply to Biofuel Finder on or before the agreed delivery date either:

(i) A file containing the advertising material in the format agreed between the client and Biofuel Finder

(ii) All necessary information for Biofuel Finder to create the advertising material, if agreed in the commercial term

3.2 Request advertisements to be removed subject to a minimum of 72 hours written notice of removal.

4. Acceptance

The insertion of advertising material shall be subject to the client accepting both the terms of this agreement and the commercial terms.

5. Advertising Material

5.1 Biofuel Finder retains the right to amend, suspend or change the position or timing of any advertising material if the advertising material does not comply with publisher's policies or any applicable laws, regulations and/or guidelines; or where any third-party claims that any of its rights or any relevant regulations have been breached.

5.2 In the event that Biofuel Finder requires amendments to the advertising material, a representative from Biofuel Finder will communicate with the client to discuss an appropriate change.

6. Charges

6.1 The client shall pay all fees and charges in advance unless an account has been previously approved by Biofuel Finder.

6.2 In respect of each advertisement for which payment is not made by the due date, the client agrees to pay Biofuel Finder interest on the amount overdue which shall be specified in the Commercial Agreement.

7. Errors

It is the responsibility of the client to check upon the first appearance of the advertising material and notify Biofuel Finder immediately of any errors. Biofuel Finder assumes no responsibility for the correction of errors unless notified by the client. In the event of any error or omission in the appearance of the advertising material, which is caused by the Publisher, Biofuel Finder will re-publish the advertising material. No re-publication, refund or adjustment will be made where the error, misprint or omission by the Client.

8. Warranties

The client warrants and undertakes to Biofuel Finder that:

It is entering into this agreement with Biofuel Finder as a principal and that it will indemnify Biofuel Finder against any claim made by the client against Biofuel Finder;

The reproduction of the advertising material and information on the platforms shall not infringe any copyright, trademark, right of privacy, right of publicity or personality or any other right of any nature of any third party;

Where any advertising material contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the client has obtained the authority to make use of such name, representation and/or copy;

In relation to any investment advertisement, the advertising material has been approved by person authorised under the relevant legislation;

There are and shall be no claims, demands, encumbrances or rights of any kind in any of the information which can or will impair or interfere with the rights or obligations of publisher;

The advertising material, the client website and any claims made therein:

(a) comply with all relevant laws, regulations and advertising codes

(b) do not contain any material that is misleading, deceptive, obscene, blasphemous, defamatory, infringing of any rights of any third party or is otherwise legally actionable under any civil or criminal laws in force in any jurisdiction from which the advertising material will be accessible;

(c) do not contain and will not distribute any viruses, spyware, malware or other malicious or destructive code; and

(d) do not contain any material which might bring Biofuel Finder, its products or partners into disrepute.

8.3 In relation to the advertising material which includes, the client warrants and undertakes to Biofuel Finder that:

(i) It is entitled to supply the goods and services featured in the promotion and Biofuel Finder will incur no cost or liability in respect of such supply;

(ii) Such goods and services will comply with any specification or description agreed between Biofuel Finder and the client;

(iii) Such goods and services will be supplied with reasonable care and skill and in accordance with best industry standards;

(iv) Such goods and services will comply with all applicable laws, regulations and guidelines both in their supply and manufacture;

(v) Such goods will be delivered, and such services will be performed in a timely fashion, in the quantities, at the time(s) and location(s) set out in the advertising material or as otherwise agreed by Biofuel Finder and the client;

(vi) In the event of any defect in such goods or in the performance of such services, the client will supply substitute goods or services in a timely fashion, in the quantities, at the time(s) and location(s) specified by Publisher; and

(vii) It will use its best endeavours to ensure the success of the promotion and shall cooperate fully with Biofuel Finder in respect of any reasonable request made by Biofuel Finder in relation to the promotion.

9. Liability

9.1 The client agrees to hold harmless Biofuel Finder and its officers, directors, agents, affiliates and employees at all times against all claims, proceedings, demands, damages, liabilities and costs (including reasonable legal fees) arising in connection with:

- (i) A breach of this agreement by the client;
- (ii) The content of any advertising material or client website;
- (iii) A contaminated file, virus, worm, or Trojan horse originating from the client or advertiser; and
- (iv) Any transaction entered into by the client and a user

9.2 Biofuel Finder will not be liable for any loss or damage, direct or consequential, arising out of any failure to publish any advertising material or for the delayed publication of any advertising material.

10. Intellectual Property Rights

10.1 The client warrants and undertakes that it is and shall remain the owner (or expressly authorised by the owner), of all intellectual property rights in the client website and the client trademarks.

10.2 The client hereby grants Biofuel Finder a non-exclusive licence to use the Information and to publish the advertising material on the platforms as agreed in the booking terms.

10.3 Where any third party claims that any advertising material infringes the intellectual property rights of a third party, the client shall notify Biofuel Finder immediately. Biofuel Finder may modify the advertising material or delete or replace any part of the advertising material or information contained in the advertising material.

11. Confidentiality and Data

11.1 Each party agrees to keep confidential the terms of this agreement and all other information concerning the business or affairs of the other party. This obligation will not apply in the case of any disclosure required by law, or information which is already publicly available.

11.2 Client agrees that it will not make any disclosure or public statement concerning the subject matter of this agreement without publisher's prior written approval.

11.3 Client will comply with all applicable data protection legislation, including the GDPR.

11.4 The Client will not collect or otherwise process any user data without the publisher's prior written consent.

11.5 If Biofuel Finder does grant such consent, the client acknowledges and agrees that the client will:

- (i) be an independent controller of user data;
- (ii) stop processing user data within 7 days of its collection;
- (iii) not use user data to retarget individuals on other sites;
- (iv) not disclose user data to any third party, unless it has been anonymised prior to such disclosure and there is no reference to Biofuel Finder or any platform;
- (v) not process User Data in a way that is inconsistent with the privacy notice displayed to end-users of our websites from time to time; and
- (vi) not utilise the user data to create or augment profiles of individuals based on their behaviour.

11.6 The Client will ensure that all third parties who clients work with (directly or indirectly) adhere to the provisions of clause 11.

12. Cancellation

Either party may terminate this agreement immediately by giving written notice to the other party:

- (i) If the other party commits any material breach of its obligations and/or warranties under this agreement which, in the case of a breach capable of remedy, is not remedied within 10 days of service of a notice specifying the breach and requiring it to be remedied (Biofuel Finder reserves the right to suspend dissemination of the advertising material pending its eventual reinstatement upon the breach in question being remedied); or
- (ii) if the other party holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangements as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrance take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of the Insolvency Act 1986

13 Termination of this agreement

13.1 Upon termination of this agreement:

- (i) Biofuel Finder will remove the advertising material from the platforms; and
- (ii) The client will account to Biofuel Finder within 7 days for all fees and charges payable up to and including the last day of the campaign period or date of termination, as applicable.

13.2 Termination of this agreement shall be without prejudice to any rights of a party accrued before termination.

14. Disputes

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

15. Notices

Any notice given under this agreement will be in writing and may be delivered to the other party or sent by pre-paid post or courier to the main business of that party (or such other address as may be notified under this agreement by that party from time to time for this purpose). Email is not acceptable unless specifically mentioned in these terms and conditions.

16. Force Majeure

A party will not be liable for any failure or delay in performing its obligations under this agreement to the extent that this failure is the result of any cause or circumstance beyond the reasonable control of that party. If by reason of force majeure a party is unable to perform all or any part of its obligations under this agreement for a continuous period of 20 working days, the other party may terminate this agreement immediately by written notice.

17. Assignment

This Agreement is personal to and for the sole benefit of the client and the client shall not assign, transfer, sub-license, sub-distribute, mortgage, charge or in any other way dispose of any of its rights, interests or obligations under this agreement to any person or organisation. Biofuel Finder shall be entitled to assign or license the whole or any part of its rights under this agreement to any associated company within the publisher's group and in such event all of the representations, warranties and undertakings on the part of the client contained in this agreement shall inure for the benefit of the relevant Biofuel Finder associated company.

18. General

18.1 Nothing in this agreement will be deemed to create a partnership or joint venture between the parties.

18.2 No failure or delay by any party in exercising its rights under this agreement will operate as a waiver of that right nor will any single or partial exercise by either party of any right preclude any further exercise of any other right.

18.3 The agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party

agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the agreement.

18.4 Each party agrees that it shall:

(i) Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”); and

(ii) Maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the relevant requirements and will enforce them where appropriate.

18.5 Nothing in this agreement shall exclude or restrict either party’s liability for death or personal injury resulting from the negligence of that party or for any other liability which cannot be limited by law.