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General terms and conditions

General terms and conditions for the online sale of Clear Channel panels

1. The Agreement

Through this agreement, “the Company” makes available to its contracting partner, hereinafter referred to as “the Customer”, advertising spaces, the number and format of which are defined in the special terms and conditions, as well as any other method of “Out of Home” communication or the services and tools enabling a campaign to be optimised.

Unless otherwise expressly provided, these general terms and conditions and the special terms and conditions stated on the booking constitute the agreement between the parties.

Unless otherwise provided, the clauses and terms of this agreement must be scrupulously respected by the Customer, who therefore undertakes to notify and require compliance with all agreements concluded between it and the Company, as part of its contractual relations with its own contracting partners. In this way, the contracting partners are jointly and severally liable for payment. In case of non-payment of an invoice by the Customer by the deadlines provided, due to simple default, liquidation or for any other reason, the Company reserves the right to claim the amount of any sums owed to it from the party for whom the campaign was organised.

The agreement exclusively concerns products or articles sold under the brand name referred to in the booking. Furthermore, this agreement is strictly personal in nature and may not, under any circumstances, be transferred to a third party, except in case of the sale of the business as going concern.

Contracts are accepted subject to the authorisation of the relevant authorities which may be required for the establishment or maintenance of the advertising media.

Contracts shall be subject to the legislation and normal practice in force in Belgium.

Placing of the order: to order directly on the website the Customer follows the different steps proposed until confirmation of the order.

The account: when placing the order, the Customer must create a user account on the website and provide a certain amount of information relating to the Customer’s professional identity. The Customer acknowledges that the website is exclusively for professionals and declares to be acting for the purposes of its professional activity. Once the account has been created, the Customer may, at any time, access the “My account” section from the website homepage to check order history or to update the information provided.

2. Posters

The dimensions and other properties of the posters are defined in the specification sheets provided to the customer and available online. The Customer undertakes to scrupulously comply with the technical instructions (formats, shapes, material to be used, etc.) as indicated in the specification sheet.

The Company is not responsible for any deterioration of the affixed posters. Nevertheless, such posters shall be replaced as soon as possible.

Proposed posters must be submitted by the Customer to the Company for approval at the Customer’s expense within the required deadlines. The Company has full discretion with regard to the rejection of any proposed advertisement or advertising.

The agreement is concluded subject to the condition subsequent of a negative opinion issued by the *Jury d’Ethique Publicitaire* [Belgian Advertising Standards Board], concerning the misleading, immoral or poor taste of a poster.

In the event that such an opinion recommends the, temporary or other, removal of the poster, the Customer may not claim any compensation for any reason whatsoever; the Customer shall be required to pay the rental

price stipulated in the agreement with a maximum of one posting period from the date on which it is notified by registered letter.

In the event that the opinion of the Board sets out the conditions under which the poster may be kept in place, the Customer is required to inform the Company by registered letter, within a period of three business days, of its decision to accept the changes or to remove the poster. Upon the expiration of this period, the decision is made by the Company. In case of removal, the financial terms set out in the previous paragraph apply. In case of modification, the resulting costs are borne by the Customer.

In all cases, the Company does not assume any liability with regard to the affixed poster and the advertising featured on such poster, with the Customer declaring to be fully informed as to any restrictions required with regard to the content of the poster.

In the text of the poster, the Customer undertakes to comply with the regulations relating to use of languages. Where this is not the case, the Company reserves the right not to affix the posters supplied, without this giving rise to the replacement of the non-displayed facings or any reduction in price.

Where the poster is prohibited by the Authorities or the Government due to its content or the advertising material used, the cost of posting nevertheless remains due for the agreed period. The Customer shall be invoiced for all consequences of any such prohibition.

Intellectual property: The Customer ordering the postering or publication is presumed to have the right to do so (copyright, trademarks, right of reproduction, image or music licence, etc.) Where necessary, the Customer assumes sole liability for the publication of its advertising with regard to third parties. The Company may not, under any circumstances, be held liable for any infringement of rights relating to the protection of a person's image. However, the graphics and poster design work or other advertising material created by the Company remains its exclusive property.

Production work: The "approval for printing" signed by the customer releases the Company from any liability for any errors or omissions noted after production. Production deadlines, which may be impacted by third party events, acts of God or *force majeure*, are approximate and provided for information purposes only and may not be considered as a formal commitment giving rise to a penalty or a ground for refusal.

The Company declines all liability for any deterioration, loss or theft of material entrusted to it occurring during the carrying out of the production work and during transport.

The production work and any special layouts shall be invoiced separately where, during the term of the agreement, the visual is modified at the request of the Customer or has to be replaced following its unintentional deterioration or vandalism.

The Company retains full ownership of the medium and the material.

Where the agreement is renewed, the Customer undertakes to renew the material, at its own expense, at each contract end date.

Visual:

Unless otherwise stipulated in the agreement, the visual must be delivered at the delivery point indicated by the Company during opening times and days, at least 10 business days, excluding Saturday, before the start of the campaign. The Customer acknowledges that it has familiarised itself with all technical requirements and undertakes to comply therewith. In case of failure to comply with these provisions, the Customer shall be invoiced for any additional costs resulting therefrom.

If an additional visual is submitted during the same campaign period, no additional charges shall apply as long as the new visual can be posted on a Tuesday (regular posting day for street furniture). If the new visual must be posted on a different day, an additional charge of EUR 75 shall apply per poster and per posting. The Company only posts on business days.

The Customer shall be responsible for printing and layout costs associated with the new visual, and a separate charge shall be made for these costs. When submitting a new visual during the same campaign period, the Customer must respect the delivery period specified in Article... (10 business days prior to posting).

Posting is done overnight Monday to Tuesday in the 5 main cities (Brussels, Ghent, Antwerp, Charleroi and Liège) and overnight Tuesday to Wednesday in all other cities.

If the Customer purchases the visual creation at ClearChannel, he agrees to accept and respect the terms & conditions related to the creation of the visual mentioned in the document "Sales conditions for visual purchase" available on the website under the page "Help / download center".

Additional operations: Any operations requested by the Customer resulting in additional costs shall be paid for by the Customer based on a quotation approved by the Customer (urgent installation, special assembly or layouts, covering, additions to the message during the campaign, placing of agency or distributor bands, etc.). The Customer shall also be invoiced in full for any additional costs generated by the failure to comply with contractual provisions.

Unused material: Unused material and displayed material can not be returned to the Customer. Where the Customer wishes to reuse its poster for another campaign, he must indicate this when first making his booking. Under these conditions, the Company undertakes to store the poster for a period of 12 months following the first posting period.

3. Changes and cancellations of orders and/or spaces:

Orders may not be cancelled.

Changes may not be made to any panel booking without the express agreement of the Company and any changes shall only be carried out on standard posting dates, namely Tuesday for 2m² urban street furniture.

The spaces shall be selected by the Customer and may not be subsequently disputed. The allocation, for a set period, of a space to the Customer does not confer the Customer with any personal right of use over the space outside its contractual relations with the Company. The Company retains full use of the space. The Company may, at any time, modify the material and install a trivision or scrolling system.

The Company is solely liable for any damage and violations relating to the spaces and the material installed.

Where, before or during a campaign, a space becomes unavailable for any reason outside its control, such as in the following cases:

- temporary or permanent unavailability of the space;
- disappearance or permanent concealment of the space;
- inability by the Company to use the space or redeployment of the space in the traditional networks,

the agreement shall remain in force and the Company shall offer another space of the same quality to the Customer, without any change in price. The Customer shall be entitled to refuse the new space. Where necessary, the Company shall send an invoice to the Customer, the amount of which shall be determined in proportion to the period of actual posting. The Customer may not, under any circumstances claim any damages.

The Customer may, at any time, and even during the contract term, require the removal of the advertisement, provided that the Customer bears the cost of such removal and pays all sums remaining due until the contract end date.

If the online sales website suffers a technical malfunction (force majeure), the Company shall reserve the right to cancel the reservation. In such case, the Company shall propose an alternative advertising space to the Customer or shall refund the entire amount of the purchase.

4. Regulations

The Customer acknowledges that it is aware of the uncertain nature of certain spaces and the changing nature of regulations, in particular with regard to window advertising on public transport.

Where the advertising is prohibited or removed by the Public Authorities, the government or any legal authority for any reason whatsoever, the Customer shall not have any recourse against the Company for the full or partial non-performance of the agreement. The Company shall not be required to pay any type of compensation whatsoever.

The price shall be invoiced on a pro rata basis for the period during which the agreement was performed, increased by any costs advanced by the Company for the full period agreed. In case of a deposit, any balance shall be refunded by the Company.

5. Disputes

The Company undertakes to resolve any dispute relating to a space. The Customer formally undertakes not to involve itself in such disputes and to immediately communicate to the Company any complaint it receives in relation to a space made available to it.

Access to the spaces is exclusively restricted to the Company, its subcontractors or employees and is formally prohibited to the Customer. Unless expressly agreed by the Company, the Customer may not invoke any specific right with regard to a space.

6. Posting and removal periods

Posters shall be affixed on the dates set down in the special terms and conditions. However, the Company reserves an additional period of time before and/or after the expected posting dates for the affixing and removal of posters, with the duration of this period running from the actual affixing of the posters. This period of time is 24 hours. The Company is not, under any circumstances, liable for any delayed posting due to bad weather or technical problems or any other case of *force majeure*.

The Company is not required to remove the Customer's poster after the period of the campaign unless expressly requested by the Customer. In this case, the customer agrees to pay the costs of such removal.

7. Liability

The Company undertakes to comply with the regulations in force in terms of urban planning as well as third party rights. It is solely liable for any violations that may be identified with regard to the spaces that it makes available to the Customer and assumes sole responsibility for any legal proceedings.

Any complaint must arrive at the registered office of the Company by registered letter, at the latest, three business days before the end of the campaign, after which time it is no longer valid.

Any complaint concerning an invoice must arrive at the registered office of the Company by registered letter, at the latest within 5 days of the invoice date, after which time it is no longer valid.

The Company shall not be liable where the non-performance or improper performance of one or more obligations contained in the Terms and Conditions or provided for in the regulations is attributable to:

- the Customer: notwithstanding any other provisions of the Terms and Conditions, the Company shall not be liable, among other things, in case of any spelling or other errors which the Customer makes in its visual
- the unforeseen and insurmountable act of a third party
- a case of *force majeure*.

The Company shall not be liable for any inconvenience or damage inherent to the use of the telephone network or internet, including any interruption to service, outside intrusion or the presence of computer viruses.

8. Taxes and stamp duty:

All our prices are understood to be exclusive of VAT, taxes and charges.

The Company shall invoice the Customer for a flat rate amount, the total of which is stated on the booking, covering, among other things, any and all taxes relating to the posting, the medium or its use, as well as any administration fees. The Customer confirms its agreement with this flat rate principle. The Company may revise the flat rate amount at any time, including retroactively.

The posters must be supplied stamped at the rate in force, with the Company reserving the right to refuse to affix posters not bearing such tax stamps, in which case the Customer is still liable for the price of the campaign.

9. Price, payment terms, invoice and payment method:

The price indicated on the booking is for the rental of the space or other method of "Out of home" communication. Unless otherwise expressly provided, the following items shall be invoiced:

- the placing of bands, overprinting, additional charges
- electricity consumption
- distribution costs
- the costs of shipping and installing the material.

Unless otherwise provided, invoices are payable in cash. The Company reserves the right to request partial or full payment of the amount for the campaign as well as all related taxes and charges, before the start of the campaign.

The invoice for production work therefore includes the price of infographics (in the event of creation by the Company), production, stamp duty, as well as VAT.

Where an invoice is unpaid, the Company may suspend processing of any of the Customer's advertising orders. The Customer may not suspend payment of invoices relating to the campaign underway in the event of any dispute over an advertising space.

For orders placed on the website, the Company accepts payment via:

- credit card: the card is debited immediately at the time of the order.
- bank transfer (prepayment): where the Customer chooses this payment method, the transfer must be made within 48 business hours of the order, to the bank account indicated when placing the order on the website. Where payment is not made, the Company reserves the right to automatically cancel the order.

An invoice will be sent by post within 15 business days of the order.

10. Secure transactions

In order to protect personal and bank information, all transactions carried out while using the website are secured and encrypted using SSL and processed by the Company's payment partner. The data are not routed through the website and only the Company's payment partner and third parties involved in the ordering process involving a bank card or bank transfer have access to this information.

11. Agreement on proof

The Customer expressly acknowledges that all of the elements that the Company has recorded on the website serve as official and definitive data between the parties.

12. Personal data and privacy policy

Personal data relating to the Customer are required to create the Customer's account, manage its orders and for the Company's commercial relations. Customer data are exclusively processed by Clear Channel Belgium. In accordance with the privacy law of 8 December 1992, the Customer has a right to access, modify and correct any personal data, by contacting the Customer Relations Department by email, from the website homepage by clicking "My account".

13 The Company reserves the right to amend the existing terms and conditions of sale at any time and to provide notification of these changes on its website. If a change is made, the terms and conditions of sale that were in force at the time an order was placed shall apply. A copy of these terms and conditions shall be sent to the Customer along with the invoice.

14. Jurisdiction:

The courts in which the registered office of the Company is located have exclusive jurisdiction in the event of any dispute.

Brussels, 13 June 2012.