

HelloPortugal Advertising Terms and Conditions (Rev 1.0)

1. In these terms and conditions, "Advertiser" means the party who books the space and/or any agent acting on his behalf and "Publisher" means Mint Lda trading as HelloPortugal.
2. These terms and conditions shall apply to all advertisements accepted for publication by the Publisher, any deviation must be in writing from the Publisher.
3. All advertisements are accepted subject to the Publisher's approval of the copy and to the required space being available. The Publisher will try to place an advertisement in the product section apparently most relevant to the Advertiser but reserves the right to make the final decision as to the position of the Advertisement. The Publisher reserves the right to place the word "advertisement" with copy which (in the Publisher's opinion) resembles editorial matter.
4. Any free listing facility is offered ex-gratia and whilst the Publisher will consider the wishes of the Advertiser, the Publisher reserves the right to make the final decision as to whether to include the same and as to its format and wording and shall not be required to obtain the approval of the Advertiser thereto.
5. The Advertiser warrants and represents that the advertisement (a) does not contravene any law, statute or regulations in Portugal and/or in any other country where the advertisement might appear as a result of its publication by the Publisher (b) is not in any way defamatory or illegal or an infringement of the rights of any third party.
6. The Advertiser will indemnify and keep the Publisher fully and effectively indemnified from and against any losses, costs and expenses howsoever incurred by the Publisher arising out of or in connection with the advertisement and/or in respect of any breach by the Advertiser of paragraph 5 of these terms and conditions. The Publisher will consult with the Advertiser as to the way in which any claim against the Publisher (in respect of which indemnity is sought by the Publisher from the Advertiser) is handled.
7. The Publisher reserves the right to omit, suspend or exclude an advertisement at any time; any such omission, suspension or exclusion shall be notified to the Advertiser as soon as possible.
8. All reasonable care will be taken to avoid mistakes but the Publisher does not accept liability for any errors or omissions due to the acts or defaults of third parties or sub-contractors or due to inaccurate or ambiguous copy instructions or due to any other acts, circumstances or defaults beyond its reasonable control.
9. The Publisher shall have no responsibility if the advertisement is not published on the agreed date as a result of strike, lock-out, fire, storm, flood, riot, explosion, power failure, break-down or failure of systems or machinery or any other event beyond the Publisher's reasonable control.
10. The Publisher reserves the right to adjust the size of the published advert where necessary. The advertiser will be advised before publication if the size is to be reduced.
11. The Publisher does not warrant any particular publication date for the advertisement unless otherwise expressly agreed in writing with the Advertiser and, in any event, time shall not be of the essence as regards the publication date.
12. All advertising insertions shall be submitted by the Advertiser by the closing copy date in the form stipulated by the Publisher and otherwise in accordance with the Publisher's instructions from time to time. Unless the Publisher receives the advertising insertion in the proper form and as per the Publisher's instructions, or if the Publisher is required to perform additional production work as a result of the Advertiser's failure to conform to the Publisher's requirements and/or instructions, the Publisher (in its absolute discretion) reserves the right (a) to make additional charges to the Advertiser for the cost of any such production work or (b) to treat the Advertiser as having cancelled.
13. Advertisement rates may be revised at any time by The Publisher. Pre-paid Orders will not be affected by any price change. If the Advertiser cancels the balance of a pre-paid contract no refunds will be applicable.
14. The Publisher's does not offer credit terms and ALL advertisements must be paid for in advance of publication. There will be no deviation from this condition under any circumstances.
15. The Advertiser's property, artwork and any other items are held by the Publisher at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy all such property, artwork and/or other items which have been in its possession for more than twelve months.
16. In no event shall the liability of the Publisher for any breach of contract exceed the price paid by the Advertiser for the advertisement.
17. In no event shall the Publisher have any liability either in contract or in tort for any consequential or indirect loss or damage suffered or incurred by the Advertiser, including (without limitation) loss of profit or damage to reputation or goodwill.
18. These terms and conditions and all other express terms of the contract shall be governed and construed in accordance with Portuguese law and the Advertiser submits to the non-exclusive jurisdiction of the Portuguese courts in connection with all disputes, claims or actions arising out of or in connection therewith.