



Commercial Terms and Conditions

Updated September 21, 2010.

I. General Terms and Conditions

I.1. Contracting Parties

(a) The wording of these Commercial Terms and Conditions is binding on the Contracting Parties, i.e. the Client and the Provider.

(b) The Client – an organisation entering into a written contractual agreement with the Provider (e.g., EurActor, Sponsor, Advertiser, CrossLingual EU Projects, Syndication partner, Client of the Agenda, JobSite or Press Release Services).

(c) The Provider – EurActiv.com PLC operating the website 'EurActiv.com' ('the Site') and providing services of an EU online medium. The Provider is registered in England and Wales as EurActiv.com PLC, VAT no: GB702888226, Registered Office: 150 Aldersgate Street, London EC1A 4AB, United Kingdom.

I.2. Introductory Provisions

(a) These are considered to be the Commercial Terms and Conditions of the Provider.

(b) These terms and conditions are applicable to the Provider and its Clients as of 1 September 2010.

(c) The Commercial Terms and Conditions form an integral part of any contract between the Client and the Provider.

(d) A contract between the Client and the Provider is established on the basis of a written order – also in the form of electronic mail and electronic order forms (hereinafter the 'Order').

(e) Unless the Provider informs the Client within two (2) business days after having received an order that it does not accept certain conditions of the Order, the conditions mentioned in the Order will be deemed valid for the relationship between the Contracting Parties.

(f) A contract between the Client and the Provider is also established if the Client accepts a proposal from the Provider to change the conditions of an Order. Then the contractual relations are governed by the latest agreed conditions.

(g) The agreed conditions of the contractual relations may be amended or cancelled only on the basis of the express agreement of the two Contracting Parties.

I.3. Subject Matter of the Performance

The subject matter of the performance is the provision of services connected with the Provider's line of business, in particular the performance of provision of services provided for Advertisers, Sponsors, EurActors, CrossLingual EU Projects, Syndication partner and Clients of the JobSite, Agenda and Press Release Services (hereinafter the "Job") according to the requirements specified in the Order.

I.4. Editorial Independence

The Provider works on the basis of editorial independence and does not limit its coverage to its Clients. Principles are explained in EurActiv.com's [Editorial Mission](#).

I.5. Contract Renewal and Termination

(a) Contract Renewal applies to Sponsors and EurActors.

(b) Contract Renewal occurs automatically one year after the date of signature ('Renewal Date'), and each subsequent year, unless either party cancels the contract by registered mail at the latest one month prior to the Renewal Date. The price of each renewal will rise by 5 per cent, unless otherwise agreed in writing by the Contracting Parties at the latest one month prior to the Renewal Date.

(c) If requested by the Client, the Provider offers an achievement meeting and provides an annual report about the services provided, advertising implemented and statistics 6 weeks prior to the renewal date.

I.6. Conditions Governing Unused Job

(a) Any Job, which was ordered, but has not been used by the Client until the the Renewal Date (e.g. advertising, job adverts), can not be transferred into the period after the Renewal Date, unless agreed by written consent of both Contracting Parties.

(b) Transfer of this Job in favour of other organisations is not possible, unless agreed by written consent of both Contracting Parties.

I.7. Clients Mentioned in Publications

Clients may be mentioned (with logo and/or name) in the Provider's print and electronic publications. The Provider provides this as a service to the Client to increase its visibility in EU circles. If a Client wishes not to be mentioned in such publications, it should mention this to the Provider and include this into the Order.

I.8. Copyright and Trademarks

The Provider is not liable for any possible consequences connected with any infringement of copyright.

I.9. Cooperation and Trust

(a) The Client commits, until one year after the end of any agreement, not to recruit passively or actively any individual member of the Provider's team, be it full time or part time, as employee or service provider, without prior written consent of the Provider.

(b) The Provider welcomes enquiries and proposals made by intermediates such as agencies or consultancies on behalf of other companies that are new prospects, not yet in contact with the Provider. In such cases, the Provider respects the value of the contacts and ideas provided, and aims to respect the role of the intermediate, including - if requested - their wish to be informed of contacts with that customer.

I.10. Privacy Protection

(a) The Provider will protect any personal or Client's information provided to it. The Provider is committed to protect privacy and will not sell, trade or rent private information to third parties, unless specifically mentioned.

(b) The Provider undertakes to maintain confidentiality regarding any dealings connected with the subject of the performance.

I.11. Price

All prices in the price list of services are exclusive of VAT. VAT will be applied according to UK VAT rules.

I.12. Terms of Payment

(a) The Provider is entitled to issue an invoice as soon as a Job is completed in accordance with the Order or as soon as the Client becomes a Sponsor or a EurActor.

(b) The price of the Job will be paid on the basis of the invoice issued by the Provider, the maturity of which will be specified in this invoice.

(c) The Client should pay for the Job in one instalment within the period specified below, counted from the invoice date to the Provider's UK bank account, unless otherwise stated in the Order. If the payment conditions in the Order conflict with these Terms, the former should apply.

Client	Payment is due in the following period after invoice has been issued
Press Release Client	15 calendar days
Agenda Client	15 calendar days
JobSite Client	15 calendar days
Advertiser	30 calendar days
EurActor	30 calendar days
Sponsor	30 calendar days
Syndication partner	30 calendar days
CrossLingual EU Projects	30 calendar days unless specified otherwise in the contract

I.13. Late Payment

If a Client does not pay on time after a reminder, the Provider reserves the right to (i) charge interest of 5 per cent per month applied on the amount invoiced excluding VAT from the initial due date, (ii) remove any advertising material or references to the Client from the Site, (iii) take any legal steps.

I.14. Defective Job

(a) A completed Job is considered defective if it has not been performed in accordance with the Order.

(b) In all other cases, the Job shall be considered to have been performed properly.

I.15. Complaints

(a) Any complaints will be made in writing. The complaint must state the grounds for the complaint, and describe the nature of the defects.

(b) If the Provider recognizes the Client's complaint as justified, it shall provide a revision of the Job at its own expense.

I.16. Deadline for Complaints

(a) Any claims arising out of the liability for defects cease to be valid if they are made belatedly.

(b) The Client is obliged to file any claims based on any defects in a Job without undue delay immediately upon discovering such defects.

I.17. Withdrawal from the Contract

(a) Either Contracting Party has the right to withdraw from the contract if, after entering into the contract, insurmountable impediments arise on its part which prevent it from fulfilling its obligations.

(b) The Contracting Party withdrawing from the contract must inform the other Contracting Party of this fact in writing.

(c) The Provider is not liable to the Client for damage incurred due to the non-performance of a concluded contract if it is a result of unforeseeable and unavoidable events the occurrence of which the Contractor could not have prevented (see paragraph 0 below).

I.18. Governing Law and Jurisdiction

(a) These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

(b) In case of difficulty to implement or interpret these Terms, it will be submitted to arbitration by one arbiter designated by common agreement of the Contracting Parties, within one month of one party requesting it. In case the parties cannot agree on a joint arbiter, within one additional month, each one will designate one arbiter, and both arbiters will designate a third one. The parties will be bound by the findings of the arbiter(s).

(c) The language of proceedings will be English and the legal principles will be those of English law and case law.

I.19. Severability/Survival/Statute of Limitations

(a) If any provision of this agreement is held by a court of jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(b) Any cause of action of the Client with respect to these Terms must be filed in a court of competent jurisdiction within one year after the cause of action has arisen, or such cause will be barred, invalid, and void.

I.20. Force Majeure

The Provider, its affiliates and its information providers will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of the Content resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, or governmental restrictions.

I.21. Changes to these Terms and Conditions

The Provider reserves the right to amend or modify these Terms or impose new Terms and Conditions at its convenience. Either Contracting Party will be deemed to have accepted all the new changes 24 hours after they become effective on the Site.

Contact finance_manager@euractiv.com for more information.

II. Advertising

II.1. Introductory Provisions

The following conditions apply to those Clients using the Provider's advertising services on the Site, its partner web sites and in the Newsletters published by the Provider (the 'Advertisers').

II.2. Advertising Services

The Job is the provision of advertising services ('Advertising') specified by the Advertiser in the Order and media plan on the agreed dates and delivered in the agreed manner.

II.3. Organization of Advertising

(a) Advertising is organized in amount of weeks, starting on Monday and ending on Sunday the same week, unless agreed otherwise by the Contracting Parties.

(b) After initial agreement, the Provider will first send a proposal of a media plan mentioning the period and position of advertising materials on the Site and in its newsletters. The Provider will also attach a proposal of an Order based on the initial agreement.

(c) By delivering the Order to the Provider, the Advertiser undertakes to accept the media plan and the completed Job and to pay the final price for the Job.

II.4. Advertising Exclusivity

Unless explicitly stated in the Order, the Advertiser's Advertising on the Site or on its sections or in its Newsletters is not exclusive, i.e. the Advertiser shares the same advertising position with other Advertiser(s).

II.5. Creation of Advertising Material

(a) After reception of the Order, advertising material will be created according to Advertising Specifications either by the Advertiser or by the Provider.

(b) The Advertiser can provide the Provider with its own Advertising Material: (i) the Advertising Material submitted by the Client must be in line with EurActiv's Advertising Specifications; (ii) the Advertiser submits the Advertising Material by at least 5 business days before the start of the campaign.

(c) If the Advertiser requests so, the Provider designs the Advertising Material for the Advertiser: (i) the Provider will request visual and text material from the Advertiser which will

be used as an inspiration for creating Advertising Material; (ii) once the Advertising Material is created by the Provider, it will send it to the Advertiser for approval, with a limit of three drafts including the final version for publication. Further drafts may be subject to a fee. Any Advertising Material created by the Provider will remain its own property and may not be re-used without prior written permission.

II.6. Responsibility for the Advertising Material

(a) In both cases the Advertiser accepts full responsibility for the messages and content of the Advertising Material. The Provider reserves the right not to publish a part or the whole Advertising Material, without any indemnity, even if its contact person initially acknowledged the Advertising Material, if it considers it aggressive, inappropriate, too 'flashy' or for any other reason.

(b) The Provider does not accept advertisements that expand outside of the designated ad space, without prior written agreement.

II.7. Contact

Email to promotion@euractiv.com if you would like to receive more information regarding the Provider's services for Advertisers.

III. EurActor Membership

III.1. Introductory Provisions

(a) The following conditions apply to Clients with a EurActor membership agreement ('EurActors').

(b) EurActor membership is a permanent status, supporting an organisation's networking and communication in EU circles, signed initially for one year with an automatic renewal (see sub-section 0 above).

III.2. The Services Provided for EurActors

(a) The Job is the provision of services specified by the EurActor in the 'Order' and may include:

- i. advertising (conditions of section 0 above. II. Advertising apply),
- ii. highlighting the Client's events in the EurActiv Agenda,
- iii. supporting the Client's recruitment needs by publishing its vacancies on the EurActiv JobSite,

iv. inviting the Client to selected events organised by the Provider,

v. publishing the Client's logo on all EurActor print and online lists,

vi. including the Client's name in EurActiv contributors' lists.

III.3. Notification in the case of changes

The Provider undertakes to do its best to achieve exposure for EurActors similar to that indicated in the order form or exchanged correspondence before the membership starts. It reserves the right to modify these when necessary and will inform the EurActor of any major changes.

III.4. Contact

Email to pr@euractiv.com if you would like to receive more information regarding the Provider's services for EurActors.

IV. Sponsorship

VI.1. Introductory provisions

(a) The following Terms apply to Clients with a Sponsorship, corporate reputation or communication partnership agreement (the 'Sponsor').

(b) Sponsorship is a form of public support of the Sponsor to the Provider. The Provider aims at helping efficiency and transparency of the "Community of EU Actors" through the provision of information on EU affairs, mainly online.

(c) Sponsorship is support for: (i) either the whole policy platform or (ii) for a more informed debate on a given section (or sub-section such as a country profile).

(d) The Provider reserves the right to create other types of sponsorship, including for example country sponsorship, or content media and event partnerships.

(e) Sponsorship is for one year, for one language version (English unless stated otherwise). Sponsorship is automatically renewed according to these Terms (see sub-section 0 above).

IV.2. No-influence of the Sponsor

(a) The Provider is a neutral media platform for all EU actors, providing no lobbying services. As a UK Public Limited Company, the Provider is subject to auditing requirements and to publication of its accounts.

(b) Sponsors exercise no direct influence on the editorial content nor are they meant to support this content.

IV.3. The services provided for Sponsors

(a) The Provider will provide visibility to the name and/or logo of the sponsor. This includes presence on the Site, which shall be accessible to the public for free, and on paper publications, as well as mentions at press conferences, if any are held. Should it wish so and state it with reasonable notice, a sponsor may decline the presence of its logo on any of these media.

(b) The Job is the provision of services specified by the Client in the 'Order' and may include:

i. **Visibility and section focus** – organized according to the following table

Type of Sponsor	Visibility and association to sections
CrossLingual PLUS Sponsor	- Three sections on the Site - Partner web sites* - Localised section on partner websites

CrossLingual Sponsor	- Three sections on the Site - Partner websites*
General Sponsor	- Associated to two sections on the Site
Section Sponsor	- Associated to one section on the Site

ii. **Logo visibility and name mention** - Sponsors enjoy a high level of permanent logo visibility and name mention. The visibility on the Site is provided through the Sponsor's logo and link to the Sponsor's corporate web site. The visibility in the Newsletters is provided by mentioning of the name of the Sponsor and a link to the Sponsor's corporate web site. The visibility is provided according to the following table:

Type of Sponsor	Places for visibility
CrossLingual PLUS Sponsor	- Homepages of all language versions - Homepage of EurActiv.com partner web sites* - 3 EurActiv.com sections - Sections on partner web sites* - General Daily and Weekly Newsletters - 3 Sections' newsletters
CrossLingual Sponsor	- Homepages of all language versions - Homepage of EurActiv.com partner web sites* - 3 EurActiv.com sections - General Daily and Weekly Newsletters - 3 Sections' newsletters
General Sponsor	- Homepage at least English language version - 2 EurActiv.com sections - General Daily and Weekly Newsletters - 2 Sections' newsletters
Section Sponsor	- Homepage at least English language version - 1 EurActiv.com section - 1 Sections' newsletters

* The partners are independent organisations for which the Provider takes no responsibility, neither editorially, nor for their communication.

iii. **Exclusivity** – Section and General sponsors have no exclusivity. CrossLingual PLUS and CrossLingual sponsors have exclusivity as sponsors of their sections versus organisations focused on the same sector, if they were present before these other organisations. A qualifying Sponsor can veto the sponsoring on the same section by a third party that is a direct competitor, defined as focusing on the same industry or service sector, narrowly defined. An incumbent Sponsor has five (5) business days to express its right to exclusivity, after the Provider mentions a relevant case, after which the new sponsor is assumed approved. Exclusivity does not apply to logo visibility for CrossLingual sponsors on participating partners web sites, or to advertising or EurActors.

iv. **Editorial impact: LinksDossiers** – the Sponsor may execute its Editorial impact by suggesting two topics for LinksDossiers per section it sponsors and per year. These are subject to agreement with the editorial team. These LinksDossiers topics are approved if they are relevant to EU policy debates and taking the readers' viewpoint. They are written and updated by the Provider's team, in the same editorially independent manner as news, pointing to a variety of policy positions. The Provider frequently publishes LinksDossiers not suggested by Sponsors. With the support of CrossLingual PLUS sponsors, the Provider also opens localised sections on all participating partner web sites, in which a significant amount of the content is localised. CrossLingual sponsors can suggest one LinksDossier per year to be translated and localised by the partner policy portals.

v. **Editorial impact: Special Weeks** – the Sponsor may execute its Editorial impact by suggesting a topic for an Editorial Special Week. These are subject to agreement with the editorial team. These Special Week topics are approved if they are relevant to EU policy debates and taking the readers' viewpoint. They are written and updated by the Provider's team, in an editorially independent manner. A Special Week consists of at least one article on the designated topic per day for 5 business days. The Sponsor benefits from logo visibility and advertising on the relevant Special Week pages. The Provider frequently publishes Special Weeks not suggested by Sponsors. (Association to a Special Week can replace the suggestion of a LinksDossier topic, if agreed in writing by both parties.)

vi. **Advertising** (conditions of section 0 above. II. Advertising apply).

vii. **Networking and event association** - Sponsors may be invited to public events organized by the Provider, including: (i) Stakeholder Workshops, (ii) Conferences. For an additional

fee, Sponsors may become associated with these events. In that case, they have logo visibility on the invitations and programmes, they are publicly mentioned during the event and may have a speaking slot and input on programme and participants' list. Sponsors may also suggest topics for the Provider's workshops, to which they would then be associated if the suggested workshop takes place. (Association to a workshop can replace the suggestion of a LinksDossier topic, if agreed in writing by both parties.)

viii. **Press releases** - the name of a Sponsor will be mentioned in a background note about Sponsors. Press releases are distributed to most EU press corps, and in some cases to other selected policy makers, NGOs and federations.

IV.4. Modularity of services

Services of the sponsorship package are modular, allowing for sponsors to easily replace one service with another, upon agreement with the Provider. The following services are of equal value and can be interchanged: (i) 6 weeks of advertising on EurActiv.com website and newsletters; (ii) 3 weeks of CrossLingual advertising: banner campaigns on up to 10 EurActiv partner portals; (iii) 1 LinksDossier. 'Editorial impact': suggestions for EU policy topics to be covered by the Provider in the form of a LinksDossier; (iv) 1 EurActiv Stakeholder Workshop: association with a workshop topic of interest to Client (with speaker slot, thematic input and logo on programme); (v) 1 Special Week; (vi) 1 Event blog on Blogactiv.eu.

IV. 5. Notification in the case of changes

The Provider undertakes to do its best to achieve exposure for sponsors similar to that indicated in the order form or exchanged correspondence before the sponsoring starts. It reserves the right to modify these when necessary and will inform sponsors of any major changes.

IV.6. Contact

Email to publicaffairs@euractiv.com if you would like to receive more information regarding the Provider's services for Sponsors.

V. Fast Actors

V.1. EurActiv Agenda Clients

(a) The following conditions apply to Clients using the services of the EurActiv Agenda ('Agenda Clients').

(b) The EurActiv.com Agenda service is a reference tool for EU-related events. It is searchable and organised chronologically.

(c) The EurActiv Agenda creates awareness of the Client's activities.

(d) The featured agenda events may appear, apart from on the main Agenda page, also on specific section pages of the Site and in the Newsletters.

(e) Email to pr@euractiv.com if you would like to report errors, inadequacies or provide other feedback to the Provider.

V.2. EurActiv JobSite Clients

(a) The following conditions apply to Clients using the services of the EurActiv JobSite ('JobSite Clients').

(b) The EurActiv JobSite is visited by well-educated to accomplished professionals throughout Europe, who are committed to European affairs.

(c) It supports its Clients in their recruitment needs by publishing their job openings on jobs.euractiv.com, on the Site and in its Newsletters.

(d) The Provider reserves the right to publish JobSite Client's job openings on other supporting platforms, in print and online (e.g., Facebook and Twitter).

(e) In order to ensure the sustainability of this service, the JobSite Client: (i) agrees to send to the Provider any information necessary to enable the EurActiv JobSite to provide those Services; (ii) must inform the contact at the EurActiv JobSite within one business day if its job opening has been modified, cancelled or made unavailable before its expiry date; (iii) may request a change on the job description before the expiry date (extra charge may apply).

(f) The Provider has the right to reject any job posting at its own discretion. Job descriptions indicating intention to discriminate on grounds of sex, race, religion, ethnicity or disability should not be sent to the Provider.

(g) Whilst every effort has been made to ensure the job advert is published as soon as possible, the Provider will publish the

job within two working days after it has been ordered at the latest.

(h) Jobs remain published for a maximum of 30 days, unless otherwise agreed in writing with the Provider.

(i) The JobSite Client can terminate the publishing of a vacancy before its expiry date by email to eujobs@euractiv.com. The job will be moved off the EurActiv JobSite list within two business days.

(j) Email to eujobs@euractiv.com if you would like to report errors, inadequacies or vacancy violations of these Terms.

V.3. Press Release Service Clients

(a) The following conditions apply to Clients using the services of the EurActiv Press Release Service ('Press Release Clients').

(b) The Press Release Service publishes press releases and other advocacy or policy material on pr.euractiv.com, on the Site and/or in its Newsletters to enable journalists, bloggers and other EU Actors and readers to acquire news from the EU community.

(c) Third parties may use the content of the Press Release web site in part or whole only if quoted properly. Other uses are prohibited unless the Provider's written consent has been given prior to use.

(d) Whilst every effort has been made to ensure Press Release items are published as soon as possible, the Provider will endeavour to publish the item within two working days after it has been ordered.

(e) Press Releases will remain on the Press Release Service site and its section pages for as long the Provider sees fit.

(f) Email to pr@euractiv.com if you would like to report errors, inadequacies or provide other feedback to the Provider.

Contact EurActiv

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