

Part III: Terms and rules for “pimi.ir” and “PIM”: Advertisements

Terms and rules

Terms used in this text:

A- The terms used in this content have the following interpretations and nothing else:

1a) “website”; is only referring to www.pimi.ir, www.pime.ir, www.pim.ir except otherwise stated clearly.

2a) “pimi”; Stands for “Polymer Industry Media International”. Domain www.pimi.ir and all related domains, hereinafter introduced in attachments, are registered in I.R. Iran and are valid till 2020.

3a) “pim”; Stand for “Plastics Industry Magazine”. The publication has registered by “Islamic Guidance and Cultural Ministry” under reg. no. 21/22286 on 07.01. 1986, here in Tehran, Iran.

4a) Advertiser; refers to an individual person or any other person whether be a direct responsible employee of target advertising company, or an advertising agent responsible for placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser;

5a) Advertisement; refers to any publishable Material (in digital or in print forms or both, according to the placed order) which has a non-political

6a) System; Refers to www.pimi.ir, except otherwise stated clearly.

7a) **Media Kit**; Refers to all technical specs and tariffs for publication of Advertisements at “PIM” and its related media;

8a) National Number; Refers to any unique and personal code which in different counties is referred to by an identified word, like Social Security Number in USA.

Considering all above mentioned terms and rules, “PIMI” adds the following terms and rules as special considerations for publication of any advertisement whether it be a digital or a printed matter at “PIM” and “pimi.ir” according to the following rules:

1. “Plastics Industry Magazine” (**PIM**) and its related websites; www.pime.ir, www.pim.ir and www.pime.ir/ accept publication of advertisements on the terms and conditions set out below (“Terms”).
2. These Terms apply to:
 - (i) print advertisements in the “Plastics Industry Magazine” and insertion of ads at www.pim.ir, www.pime.ir and www.pimi.ir ;

(ii) online advertisements on “PIM” and its related websites www.pime, www.pim.ir, and www.pimi.ir

3. By placing an order, the Advertiser accepts and agrees to be bound by these Terms, Rules and Conditions in full.

B- Content and Delivery of Advertisements

4. Materials for an Advertisement must be provided not later than the deadline specified in the appropriate “[Media Kit](#)” and, in accordance with the Website technical specification;
5. “PIMI.IR” may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not print, suspend or change the position of any such Advertisement. “PIMI.IR” may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising in any of “PIM” media;. The Advertiser will remain responsible for all outstanding charges.
6. The publication of an Advertisement by “PIMI.IR” does not mean that “PIMI.IR” accepts the Advertisement has been provided in accordance with these Terms or that “PIMI.IR” has waived its rights under these Terms.
7. The Advertiser guarantees to “PIMI.IR” that:
 - (i) any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;

(ii) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;

(iii) the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation of IRI and international copyright’s rules and other globally accepted rule of thumbs for publication of advertisements, also are not libellous or obscene and do not infringe the rights of any person (including any person’s intellectual property rights);
(iv) the Advertisement will not be prejudicial to the image or reputation of any “PIM” media, and will not contain anything with “PIMI.IR” in good faith considers to be offensive or otherwise inappropriate;

(v) all Advertisements submitted for publication online will be free of any suspicious bugs and... , and no Advertisement will cause an adverse effect on the operation of the Website(s).

8. Where the Advertiser is an advertising agency or media buyer, the Advertiser guarantees that it is authorised by the main advertiser of a product or service to place the Advertisement with “PIM” and “PIMI.IR” and the Advertiser will compensate “PIM” and “PIMI.IR” for any claim made by such advertiser against “PIMI.IR”.

C- Payment

9. All Advertisements are accepted on the basis that they will be paid for at the applicable rates set out in the applicable rates defined in “[Media Kit](#)” on the date of publication.

“PIMI.IR” may change its rates at any time by publishing the modified rates at “Media Kit”. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

10. All sums payable to “PIM” and “PIMI.IR” should be made in accordance with “PIM” and “PIMI.IR” invoiced guidelines;
11. The Advertiser acknowledges and agrees that discrepancies of up to 10% regarding the number of impressions served are common due to a variety of technical reasons. In the event of any disagreement regarding the number of impressions served, the Advertiser agrees that the figures provided by “PIMI.IR”’s applicable third party provider will be final and binding.
12. “PIMI.IR” and its service providers will only use any Advertiser Data solely in relation to the Advertiser’s particular advertising campaign. All such Advertiser Data collected by “PIMI.IR” will be treated as the confidential information of the Advertiser and will not be disclosed by “PIMI.IR” to any third party (other than “PIMI.IR”’s service providers for the purpose of “PIMI.IR” complying with its obligations under these Terms) without the consent of the Advertiser. In no event will any Advertiser Data be combined with information collected from other sources, except where the Advertiser has agreed otherwise.
13. The Advertiser may implement its own brand safety measures and site filters in addition to the default brand safety measures provided by “PIMI.IR”. Any such additional brand safety measures and filters implemented by the Advertiser shall operate by blocking the relevant ad from appearing on the relevant site after it has been served by “PIMI.IR” and will therefore not affect the number of impressions deemed to have been served in any campaign period.

D- Quality measures

14. “PIMI.IR” accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Advertisement copy to “PIMI.IR” or any loss or damage to any Advertisement copy or any other materials. The Advertiser guarantees that it has retained sufficient quality and quantity of all materials supplied to “PIMI.IR”.
15. “PIM” and related media are responsible only to the quality of the Materials which have been processed based on the technical specifications described in [“Media Kit”](#)
16. “PIMI.IR” shall use its reasonable endeavours to reproduce Advertisements as provided by the Advertiser but cannot guarantee that the Advertisement will be of the same quality.
17. “PIMI.IR” will not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of online or press advertising governed by IRI
18. “PIMI.IR” cannot guarantee the time, dates and/or position of Advertisements and all such decisions will be at the sole discretion of “PIMI.IR”. However, “PIMI.IR” will use reasonable efforts to comply with the wishes of the Advertiser.
19. If a booked Advertisement is not published at all solely due to a mistake on “PIMI.IR”’s part, “PIMI.IR” will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be

entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

20. If the Advertisement as reproduced by "PIMI.IR" contains a substantial error solely due to a mistake on "PIMI.IR"'s part, "PIMI.IR" shall, on request, re-publish the Advertisement at no additional cost to the Advertiser. "PIMI.IR" shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform "PIMI.IR" of any errors and provide any necessary assistance to "PIMI.IR" to prevent a repeat of the error.
21. "PIMI.IR" shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Advertiser or any loss which could not be contemplated by "PIMI.IR" and the Advertiser, and "PIMI.IR"'s maximum total liability for any loss or damage arising out of or in relation to any Advertisement whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Advertisement actually paid by or on behalf of the Advertiser.
22. In respect of Advertisements on the Websites, "PIMI.IR" does not guarantee continuous, uninterrupted access by users of the Websites but will use reasonable efforts to provide this.

E- Liability of the Advertiser

23. The Advertiser will fully reimburse "PIMI.IR" for all claims, losses or expenses arising as a result of any breach or failure to perform of any of these Terms and/or the use or publication of the Advertisement by "PIMI.IR" in accordance with these Terms.
24. "PIMI.IR" owns the copyright in all Advertisements written or designed by it or on its behalf.
25. The Advertiser grants "PIMI.IR" the right (free of charge) to use such of the Advertiser's names, trade marks and/or logos as "PIMI.IR" may consider necessary for the purposes of publishing the Advertisements;

F- Cancellation policy

26. The cancellation period for an Advertisement varies according to the publication. The Advertiser should refer to the relevant ["Media Kit"](#). The Advertiser may cancel an Advertisement provided that notice in writing is received by "PIMI.IR" within the relevant cancellation period. In respect of Advertisements on the Websites, the minimum notice period for cancellation by the Advertiser is 30 days unless agreed otherwise. Please send notice of your intention to cancel to the person who made your booking. Cancellation will only be effective on confirmation of receipt of your notice.
27. If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, "PIMI.IR" may treat the order as cancelled.

G- General

28. A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.

29. If “PIMI.IR” fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.
30. Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.
31. These Terms and the documents referred to herein replace all previous agreements between the Advertiser and “PIMI.IR”, and are the entire agreement between the Advertiser and “PIMI.IR” in respect of the Advertisements. To the maximum extent permitted by law, other than as set out in these Terms, all warranties and representations, whether express or implied, are excluded.
32. Only if not otherwise stated in another written supplement(s), these Terms (and any non-contractual obligations arising in connection with them) shall be governed by IRI Press law and the courts will have exclusive jurisdiction in relation to these Terms (and any non-contractual obligations arising in connection with them).

Terms last updated: 02 September 2015