

STANDARD TERMS FOR PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL ESTONIA OÜ**1. General provisions**

- 1.1. Clear Channel Estonia OÜ (Reg. No.10747172) provides advertising services according to the provisions established in an Order signed by the Customer (hereinafter called Order) and the present standard terms for provision of Advertising Service (hereinafter called Terms).
- 1.2. In the Order, the parties agree upon the period(s) of advertising campaign(s); services used by the Customer; quantities of advertising spaces used by the Customer; price of advertising spaces used by the Customer; possible additional services and special terms.

2. Terms for exhibiting advertising campaigns

- 2.1. Clear Channel and the Customer agree upon the production of advertising posters. If the price for printing advertising posters has not been provided in the Order on a separate line, the advertising posters are to be printed by the Customer.
- 2.2. The Customer is responsible for conformity of the design exposed on an advertising poster or digital file to the valid legislation. Clear Channel Estonia OÜ has the right to refuse to accept a design of advertising poster or file not conforming to the legislation. The latter does not exempt the Customer from payment for the service provided in the Order. The Customer also covers all possible costs due to non-conformity of the advertising poster or file to the legislation (including possible penalties and additional expenses related to the removal of posters or design files).
- 2.3. The Customer is responsible for ensuring that the design file for digital screens meets the [technical specifications](#) and [requirements for digital poster](#). The Customer must forward the design file to the campaign's project manager not later than 7 days before the beginning of the campaign or upload it here [clearchannel/file-transfer](#).
- 2.4. If the advertising posters are printed by Clear Channel Estonia OÜ, the Customer shall ensure that the printable file meets the [technical requirements](#) provided by Clear Channel Estonia OÜ and is uploaded at least 7 days before the start of the advertising period to [clearchannel/file-transfer](#) link or forward it to the project manager.
- 2.5. If the advertising posters are printed by the Customer, the Customer delivers final advertising posters meeting the [technical requirements](#) provided by Clear Channel Estonia OÜ to the technical department of Clear Channel Estonia OÜ at address: Spordi Street 13A, Tallinn (T +372 651 7260), latest 2 work days before the beginning of display.
- 2.6. If the Customer does not deliver the advertising posters to the technical department of Clear Channel Estonia by the time agreed in Clause 2.5. or does not provide a printable file to Clear Channel Estonia OÜ by the time agreed in Clause 2.3. and 2.4., the Customer shall cover all expenses related to additional installation at a later time according to the invoice issued by Clear Channel Estonia OÜ.
- 2.7. Clear Channel Estonia OÜ shall not be responsible for delayed beginning of an advertising campaign caused by delayed delivery of advertising posters and/or design files by the Customer.
- 2.8. The Customer shall pay the service fee provided in the Order also in the event that Clear Channel Estonia OÜ cannot display the campaign due to the fact that the Customer has not submitted the design file or advertising posters in a timely manner, or has delivered a smaller number of advertising posters than agreed, due to which Clear Channel Estonia OÜ is forced to display fewer advertising posters.

3. Payment terms and due dates

- 3.1. The Customer shall pay for the service according to the invoice issued by Clear Channel Estonia OÜ. When creating invoices, Clear Channel Estonia OÜ relies on the types and volumes of service agreed upon in the Order. Payment shall be made to the bank account number of Clear Channel Estonia OÜ provided on the invoice.
- 3.2. If the Customer does not pay the invoice issued by Clear Channel Estonia OÜ in time, the Customer shall pay Clear Channel Estonia OÜ fine for delay 0.2% of the unpaid amount per every day of delay.
- 3.3. If the Customer has not paid an invoice in a timely manner, Clear Channel Estonia OÜ has a right to refuse to provide the service until the Customer has paid the invoice, failure to pay for the invoice does not release the Customer from the obligation to pay it.

4. Location and installation of advertising posters

- 4.1. If the Customer and Clear Channel Estonia OÜ have agreed upon the location of the posters in the Order, Clear Channel Estonia OÜ shall have a right to relocate up to 5% of the advertising posters, if necessary.
- 4.2. The installation/exchange and removal of advertising campaigns takes place as follows:
 - 4.2.1. A campaign on pillars, Tartu mnt breakthrough, round pillars, billboards and buses starts on Monday and ends on Sunday. In Narva, Jõhvi, Rakvere, Kohtla-Järve, Sillamäe and Narva-Jõesuu the installation/exchange and removal of advertising posters takes place from Sunday to Monday until 5:00 PM.
 - 4.2.2. On surfaces for cultural advertising, campaigns start on Monday and end on Sunday (posters are exchanged only on Mondays).
 - 4.2.3. On digital screens, the campaign will be installed, replaced and removed in accordance with the conditions agreed in the Order.
 - 4.2.4. On Travel Wall campaigns start on Tuesday and end on Monday. Posters are exchanged Tuesday night.

5. Clear Channel Estonia OÜ is responsible for the maintenance of the advertising media

- 5.1. If an advertising medium has been broken and thus does not allow the display of an advertising poster according to the terms agreed in the Order, Clear Channel Estonia OÜ shall replace or repair the advertising medium latest within 48 hours from the reception of relevant information. If for some reason the advertising medium cannot be fixed within the above period, the Customer and Clear Channel Estonia OÜ shall agree upon the location for displaying a new advertising poster.

- 5.2. If an advertising poster has been damaged, Clear Channel Estonia OÜ shall replace it latest within 48 hours from the reception of relevant information, provided that the Customer has supplied Clear Channel Estonia OÜ with a sufficient number of advertising posters.
- 5.3. If Clear Channel Estonia OÜ cannot replace the damaged advertising poster because the Customer has not ensured a supply of advertising posters, the service shall be considered as provided according to the terms agreed upon in the Order, and the Customer shall pay for the service in full according to the invoice issued by Clear Channel Estonia OÜ.
- 6. Complaints**
- 6.1. If the Customer discovers a non-conformity to the Terms or Order, he shall immediately inform Clear Channel Estonia OÜ thereof in writing. After the end of an advertising campaign, Clear Channel Estonia OÜ shall not be responsible for faults not registered and submitted by the Customer in writing during the advertising campaign.
- 6.2. All disputes arising out of the fulfilment of an Order shall be solved by negotiations between the Parties. If the Parties cannot agree, the disputes shall be solved in court under the legislation of the Republic of Estonia.
- 7. Extraordinary cancellation of the order**
- 7.1. Clear Channel Estonia OÜ has a right to cancel an Order immediately, informing the Customer thereof in writing, if:
- 7.1.1. the Customer significantly violates the Standard Terms for Provision of Advertising Services;
 - 7.1.2. bankruptcy of the Customer is announced;
 - 7.1.3. the Customer ceases his business operations.
- 7.2. If the Customer wishes to cancel an Order or change its terms considerably, Clear Channel Estonia OÜ must be informed thereof in writing at least 6 months in advance.
- 8. Force majeure**
- 8.1. Clear Channel Estonia OÜ shall not be responsible for non-fulfilment of obligations if it is caused by a circumstance that Clear Channel Estonia OÜ cannot influence.
- 9. Data privacy**
- 9.1. Clear Channel International and its subsidiaries are committed to protecting your Personal Data. The way we do that has changed in line with European Data Protection legislation. Please see our updated Privacy Notice [here](#). Remember: you can always update your preferences with us at any time. If you have any questions about privacy, contact: mydata@clearchannelint.com.
- 10. Economic crime clause**
- 10.1. The Principal shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act of 1977, the UK Criminal Finances Act 2017 and UK Bribery Act 2010 and all Laws applicable to this Agreement administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the UK Office of Financial Sanctions Implementation or any other relevant national or international entity (including the UN, EU and UK) imposing economic sanctions and trade embargoes against designated countries, regimes, entities, and persons ("Relevant Economic Crime and Sanctions Requirements").
- 10.2. At any time when requested by Clear Channel Estonia OÜ, a director of the Principal (or the Principal if the Principal is not a company) shall certify in writing that the Principal is in compliance with all Relevant Economic Crime and Sanctions Requirements, and the Principal shall not, via this Agreement, directly or indirectly facilitate any transaction with or involving, directly or indirectly, a person or entity, that would bring this Agreement in violation of the Relevant Economic Crime and Sanctions Requirements.
- 10.3. Clear Channel Estonia OÜ may cancel this Agreement or terminate an agreement with the Principal immediately, by giving written notice to the Principal if the Principal is, or Clear Channel Estonia OÜ reasonably suspects that the Principal is, in breach of this clause.
- 11. Final terms**
- 11.1. An Order enters into force from the moment of signing by legal representatives of the Customer and Clear Channel Estonia OÜ.
- 11.2. Cancellation or amendment of an Order shall always be done in writing.
- 11.3. Clear Channel Estonia OÜ reserves the right to change and supplement the standard terms and conditions for the provision of advertising services, the updated standard terms and conditions will be published on the company's website.