



Terms & Conditions and 247streaming Privacy Policy

247streaming is a Stronger Rocks Ltd. Company
80 Sidney Street Folkestone Kent United Kingdom CT19 6HQ
Companies House UK: 09085467

Terms & Conditions for Sponsorship, Advertising and Podcast Production

1. Definitions

In this document the following words shall have the following meaning:

"Client" means the organisation or person who buys Advertising, Sponsorships and/or Podcasts.

"Product" means the Advertising Campaigns, Marketing Promotions and/or Podcast Productions to be supplied to the Client by the Network;

"Intellectual Property Rights" means all patents, registered and unregistered, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

"Network" means all the Channels and Podcast Shows produced by the 247streaming.network / Stronger Rocks Ltd, 80 Sidney Street, Folkestone Kent, United Kingdom CT19 6HQ

2. General

These Terms and Conditions shall apply to sales of Campaigns/Promotions/Podcasts by the Network to the Client to the exclusion of all other terms and conditions referred to, offered or relied on by the Client whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Client, unless the Client specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Network in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Network.

3. Price and Payment

The price shall be the Recommended Advertising and Sponsorship Tariff less agreed discount, unless otherwise agreed in writing between the parties. The price is exclusive of



VAT or any other applicable costs. For Podcasting the productions are tailor made, thus prices may vary.

Payment will be required before the start of Campaign and/or project by the Network. If applicable a monthly invoice will be sent to the Client.

The Network shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per annum above the base rate of the National Westminster Bank.

If payment of the price or any part thereof is not made by the due date, the Network shall be entitled to:

temporarily halt broadcast and placement of the Campaigns and/or production of the Podcast and require payment in advance in relation to any Campaigns/Podcast Shows not previously broadcasted and placed on the Network;

refuse to make delivery of any undelivered Campaigns/Podcast Shows without incurring any liability whatever to the Client for non-broadcast, placement and production or any delay in broadcast, placement and production.

Payment by Client is due upon receipt of invoice. Advertiser waives any billing dispute if Client does not notify the Network of such dispute in writing within thirty (30) days from date of the invoice containing such amount in dispute. In the event Client timely notifies Network of such dispute, Client and Network shall work diligently with each toward a resolution, but any amount not in dispute shall be promptly paid as described herein.

4. Process

The Network will attempt to advise Client by telephone or email Client if advertising material and/or scheduling instructions for the Campaigns do not arrive 72 hours in advance of advertising date. If such material and instructions do not arrive at the Network within twenty-four (24) hours after Network has notified Advertiser, Network may bill Client (as the case may be) for the time/advertising reserved. Network will use reasonable commercial efforts to broadcast/publish material received from Advertiser despite late receipt. If instructions for the Podcast Sessions are not received 24 hours before commencement of the recording of the Podcast, Network may bill Client (as the case may be) for the production time reserved.

Advertising material provided by Client is subject to approval and the Network may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality or content. In the event advertising material is unsatisfactory, the Network shall have the right to substitute its own material at no penalty to Client. In the event the commercial material is unsatisfactory, the Network will attempt to notify Client by telephone or email and unless Client furnishes satisfactory material twenty-



four (24) hours prior to broadcast/publication time, the Network may bill Advertiser for the time/advertising reserved.

5. Limitation of Liability

The Network shall not be liable for any loss or damage suffered by the Client in excess of the contract price.

6. Intellectual Property Rights

All Intellectual Property (including any advertising material originated or developed by the Network under this Agreement) which is owned or licensed by the Network will at all times remain the Network's property and nothing in this Agreement shall be deemed or construed as an assignment by the Network to the Client of any Intellectual Property rights owned by the Network and all rights arising or generated by any such Intellectual Property will accrue to and inure to the benefit of the Network. The Client must obtain the Network's written consent to use any of its Intellectual Property in the future.

All rights of the Network in such Intellectual Property Rights are hereby reserved.

The Client hereby grants the Network a non-exclusive, royalty-free licence during the Term to:

- (a) use and reproduce the Client's Intellectual Property (contained in any completed Advertisement provided for the purposes in the campaign or in any Material) for the purposes of uploading and displaying any Advertisements or Material provided by the Client onto the Network's website, app and broadcasting it on its channels;
- (b) if the Broadcaster is creating the Advertisement, for the purposes of creating such Advertisement and uploading it on the Broadcaster's website or broadcasting it on its channels;
- (c) or for any other purpose in connection with the fulfilment of the Network's obligations under this Agreement.

The intellectual property rights ownership of the Podcast Productions is dependant upon the agreement made between Client and Network. This will be specified in the custom made agreement.

7. Force Majeure

The Network shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, war, mobilisation, insurrection, rebellion, civil



commotion, riot, act of an extremist or public enemy, sabotage, labour dispute, custom's delay, lockout, strike, explosion, fire, flood, storm, accident, drought, power failure, inability to obtain suitable and sufficient energy, labour or material, internet network outage, unforeseen breakdown of broadcasting equipment, embargo, any existing or future law, ordinance, rule or regulation, whether valid or invalid, of the countries where the Network is located or a foreign government effecting the conduct of business, including priority, requisition, allocation or price control; or due to any other cause beyond a party's reasonable control and the Network shall be entitled to a reasonable extension of its obligations. In such event, the Network shall suggest a substitute day and time period for broadcast/publication of said advertising and/or program material. If the delay persists for such time as the Network considers unreasonable, there is the possibility, without liability, to terminate the contract.

8. Failure to broadcast/publish

If for any reason there is an interruption or omission of any Campaigns or Podcast Shows contracted to be broadcast or published hereunder, the Network may suggest a substitute time period for the broadcast/publication of the interrupted or omitted Campaigns/Podcast Shows.

9. Substitution of Programs of Public Significance

The Network shall have the right to cancel any purchased Campaigns or portion thereof covered by this contract in order to broadcast any program (or publish any content) which, in its absolute discretion, it deems to be of public significance. In any such case, Network will notify Advertiser in advance if reasonably possible, but where such notice cannot reasonably be given Network will notify Client promptly after such scheduled broadcast/publication has been cancelled.

10. Change of Name or Title of Programs and Channels

The Network has the right to change the name or title of certain broadcast programs and/or channels. If the Client's name and/or slogan is part of the program and/or channel, the Advertiser's name and/or slogan becomes part of the new name of the broadcast program or channel.

11. Programming Adjustments

The Network reserves the right to make minor or major programming adjustments that reflect changes in demographics, musical tastes and lifestyles of the desired audience of



the channels and/or for any other reasons the Network deems it necessary to adjust the programming and/or formats on the Network's channels.

12. Relationship of Parties

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

13. Assignment and Sub-Contracting

The contract between the Client and the Network for the sale of Campaigns and Podcasts shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Client, without the prior written consent of the Network.

14. Confidentiality

Both Client and the Network must:

- (a) take all action reasonably necessary to maintain the confidentiality of the other parties confidential information, and;
- (b) Not disclose the other party's confidential information, except as permitted below. Permitted disclosure: a party may disclose confidential information of the other party:
- (c) to a representative of the recipient who needs to know the information for the purpose of this agreement (and subject to the recipient taking reasonable steps to maintain the confidentiality); or
- (d) When required by law, regulation, or ministerial direction.

15. Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16. Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.



17. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands and the parties hereby submit to the exclusive jurisdiction of the Dutch court in The Hague.

247streaming.network is a Stronger Rocks LTD company.

Last updated: March 2019

247streaming Privacy Policy

Registered Office: Stronger Rocks Limited, 80 Sidney Street, Folkestone Kent, United Kingdom CT19 6HQ
Registered in England: No. 09085467

Welcome to our Privacy Policy -- Your privacy is critically important to us.

It is Stronger Rocks Ltd.'s policy to respect your privacy regarding any information we may collect while operating our website. This Privacy Policy applies to 247streaming.network (hereinafter, "us", "we", or "247streaming.network"). We respect your privacy and are committed to protecting personally identifiable information you may provide us through the Website. We have adopted this privacy policy ("Privacy Policy") to explain what information may be collected on our Website, how we use this information, and under what circumstances we may disclose the information to third parties.

This Privacy Policy, together with the Terms and conditions posted on our Website, set forth the general rules and policies governing your use of our Website. Depending on your activities when visiting our Website, you may be required to agree to additional terms and conditions.

- Website Visitors

Like most website operators, Stronger Rocks Ltd. collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. Stronger Rocks Ltd.'s purpose in collecting non-personally identifying information



is to better understand how Stronger Rocks Ltd.'s visitors use its website. From time to time, Stronger Rocks Ltd. may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

Stronger Rocks Ltd. also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on <http://247streaming.network> blog posts. Stronger Rocks Ltd. only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below.

- Gathering of Personally-Identifying Information

Certain visitors to Stronger Rocks Ltd.'s websites choose to interact with Stronger Rocks Ltd. in ways that require Stronger Rocks Ltd. to gather personally-identifying information. The amount and type of information that Stronger Rocks Ltd. gathers depends on the nature of the interaction. For example, we ask visitors who sign up for a blog at <http://247streaming.network> to provide a username and email address.

- Security

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

- Advertisements

Ads appearing on our website may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Stronger Rocks Ltd. and does not cover the use of cookies by any advertisers.

- Links To External Sites

Our Service may contain links to external sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy and terms and conditions of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites, products or services.

- 247streaming.network uses Google AdWords for remarketing



247streaming.network uses the remarketing services to advertise on third party websites (including Google) to previous visitors to our site. It could mean that we advertise to previous visitors who haven't completed a task on our site, for example using the contact form to make an enquiry. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone's past visits. Of course, any data collected will be used in accordance with our own privacy policy and Google's privacy policy.

You can set preferences for how Google advertises to you using the Google Ad Preferences page, and if you want to you can opt out of interest-based advertising entirely by cookie settings or permanently using a browser plugin.

- Aggregated Statistics

Stronger Rocks Ltd. may collect statistics about the behavior of visitors to its website.

Stronger Rocks Ltd. may display this information publicly or provide it to others. However, Stronger Rocks Ltd. does not disclose your personally-identifying information.

- Cookies

To enrich and perfect your online experience, Stronger Rocks Ltd. uses "Cookies", similar technologies and services provided by others to display personalized content, appropriate advertising and store your preferences on your computer.

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Stronger Rocks Ltd. uses cookies to help Stronger Rocks Ltd. identify and track visitors, their usage of <http://247streaming.network>, and their website access preferences. Stronger Rocks Ltd. visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using Stronger Rocks Ltd.'s websites, with the drawback that certain features of Stronger Rocks Ltd.'s websites may not function properly without the aid of cookies.

By continuing to navigate our website without changing your cookie settings, you hereby acknowledge and agree to Stronger Rocks Ltd.'s use of cookies.

- E-commerce

Those who engage in transactions with Stronger Rocks Ltd. – by purchasing Stronger Rocks Ltd.'s services or products, are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, Stronger Rocks Ltd. collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with Stronger Rocks Ltd..

Stronger Rocks Ltd. does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying



information, with the caveat that it may prevent them from engaging in certain website-related activities.

Privacy Policy Changes

Although most changes are likely to be minor, Stronger Rocks Ltd. may change its Privacy Policy from time to time, and in Stronger Rocks Ltd.'s sole discretion. Stronger Rocks Ltd. encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

Last updated: November 2019