



## GENERAL TERMS AND CONDITIONS OF THE ADVERTISING INSERTION ORDER

Advertising and Sponsored Content

### **1. Nature and Acceptance of the Terms and Conditions**

1.1. These General Terms and Conditions, applicable to Advertising Insertion Orders and the publication of Sponsored Content, are accepted by the parties as the general rules governing their commercial relationship and shall apply whenever no written agreement containing specific conditions exists to regulate the provision of the services.

These Terms and Conditions are established between MediaNext Professional Information, Lda., a journalistic company registered with the Portuguese Media Regulatory Authority (Entidade Reguladora para a Comunicação Social – ERC), in Portugal, hereinafter referred to as “MediaNext”, and the advertiser or its agency, hereinafter referred to as the “Advertiser”, and govern the provision of commercial communication services, including advertising and/or sponsored content, across the media outlets edited, managed or marketed by MediaNext.

1.2. Acceptance of the AIO may be completed via digital form, email, digital signature or any other electronic means that clearly evidences the parties’ intent to enter into this agreement.

1.3. The AIO incorporates, for all legal purposes, these General Terms and Conditions, the applicable Media Kit and any specific conditions agreed in writing between the parties. In the event of any inconsistency, the specific conditions shall prevail.

### **2. Definitions and Scope**

2.1. For the purposes of these General Terms and Conditions, the following definitions apply:

a) Advertising: any form of commercial communication intended to promote products, services, brands, events or organisations, whether in print or digital format.

b) Sponsored Content: any content published in consideration of commercial compensation, including advertorials, branded content, sponsored articles, sponsored interviews, sponsored videos or content for newsletters and social media, clearly identified as such.

c) Media Outlets: print publications, digital publications, websites, newsletters, digital platforms and social media channels operated by MediaNext.

2.2. These conditions apply to campaigns and publications across all Media Outlets, unless otherwise expressly agreed in writing.

### **3. Advertising Identification and Editorial Independence**

3.1. All advertising and sponsored content shall be clearly and transparently identified, in accordance with applicable Portuguese legislation and recognised editorial best practices.

3.2. The Advertiser acknowledges that MediaNext operates with full editorial independence. Its journalists and editors act in accordance with the Portuguese Journalists' Statute and applicable law. The placement of advertising or sponsored content does not grant the Advertiser any right to influence MediaNext's editorial positioning, nor does it imply or guarantee editorial coverage.

### **4. Content Responsibility and Advertiser Warranties**

4.1. The Advertiser is solely responsible for all content, materials and information supplied, including texts, images, videos, trademarks, statements, hyperlinks and commercial terms.

4.2. The Advertiser warrants that it holds all necessary rights, licences and authorisations required for the use and publication of the content, including copyright, related rights, image rights, registered trademarks and third-party consents.

4.3. The Advertiser further warrants that the content:

- a) is lawful, accurate and not misleading or defamatory;
- b) does not infringe the rights of third parties;
- c) complies with all applicable Portuguese legislation, including specific rules governing advertising of regulated products or services.

4.4. The Advertiser agrees to indemnify and hold MediaNext harmless from any claims, legal actions, penalties, damages, losses, costs or expenses, including legal fees, arising from the publication of content supplied or approved by the Advertiser.

## **5. Delivery Deadlines and Material Approval**

5.1. Print publications: final materials must be delivered between 7 and 10 business days prior to the editorial closing date communicated by MediaNext.

5.2. Digital media, web, newsletters and social media: materials must be delivered between 3 and 5 business days prior to the campaign start or publication date, unless otherwise agreed in writing.

5.3. MediaNext may request any technical or editorial adjustments necessary to ensure compliance with its standards. Late or non-compliant delivery may result in publication being postponed, without entitlement to compensation.

## **6. Technical Requirements**

6.1. All materials must comply with the technical specifications outlined in the applicable Media Kit.

6.2. Any costs related to production, adaptation, reformatting or correction of materials shall be borne by the Advertiser, unless otherwise agreed in writing.

## **7. Right of Refusal, Suspension or Removal**

7.1. MediaNext reserves the right to refuse, suspend or remove any advertising or sponsored content that:

- a) does not meet technical specifications;
- b) breaches applicable Portuguese legislation;
- c) may negatively impact MediaNext's reputation, credibility or editorial positioning;
- d) fails to meet acceptable technical or editorial quality standards;
- e) exceeds agreed space or format limitations.

7.2. Such refusal, suspension or removal shall not give rise to any right to compensation.

## **8. Placement, Frequency and Distribution**

8.1. Advertisement placement and publication scheduling are determined by MediaNext, unless premium placements or fixed dates are expressly agreed.

8.2. Requests for preferred placement at no additional cost are not contractually binding.

## **9. Financial Terms, VAT and International Invoicing**

9.1. Unless otherwise agreed in writing, payment is due within 30 days of the invoice date.

9.2. All prices are exclusive of VAT, which shall be applied at the legally applicable rate, except in cases of intra-Community or international invoicing where exemptions apply under Portuguese tax law.

9.3. Any bank charges, commissions or international transfer fees shall be borne by the Advertiser.

## **10. Errors, Technical Failures and Makegoods**

10.1. In the event of a material error or technical failure attributable to MediaNext, MediaNext will, where reasonably possible, offer a makegood in an equivalent format.

10.2. Such makegood shall constitute the sole remedy available, with no entitlement to additional compensation or financial credit.

10.3. Errors arising from materials or instructions provided by the Advertiser do not qualify for a makegood.

## **11. Changes, Postponements and Cancellations**

11.1. Any changes or cancellations must be communicated to MediaNext in writing at least 30 days prior to the scheduled publication date or campaign start.

11.2. Cancellations notified outside this period will be subject to the following charges:

- a) 50% of the contracted value when notified up to 15 days prior to publication or campaign start;
- b) 100% of the contracted value when notified thereafter.

11.3. Cancellations after editorial closing or once a campaign has commenced will be charged in full.

11.4. Where applicable, the loss of volume, package or special-condition discounts shall be reflected in the final invoice adjustment.

## **12. Delays, Third Parties and Force Majeure**

12.1. MediaNext shall not be liable for delays or failures resulting from third parties, technology platforms, external suppliers or force majeure events.

12.2. Where feasible, an alternative publication date will be agreed, without entitlement to compensation.

## **13. Inserts, Giveaways and Physical Materials**

13.1. Unless otherwise agreed in writing, the production, transport and distribution of inserts, giveaways or physical materials are the responsibility of the Advertiser.

## **14. Data Protection**

14.1. Both parties undertake to comply with applicable Portuguese and European data protection legislation, including the General Data Protection Regulation (GDPR), where applicable to the contracted activities.

## **15. Legal Framework for Advertising and the Press**

15.1. All advertising and sponsored content published under this AIO shall comply with the Portuguese Advertising Code, approved by Decree-Law no. 330/90, in accordance with applicable Portuguese legislation, as amended.

15.2. MediaNext operates in accordance with the Portuguese Press Law, approved by Law no. 2/99, ensuring clear identification of advertising content and full respect for editorial independence.

## **16. Governing Law and Jurisdiction**

16.1. These General Terms and Conditions are governed exclusively by Portuguese law.

16.2. Any disputes arising from this Advertising Insertion Order shall be subject to the exclusive jurisdiction of the Civil Courts District of Lisbon, Portugal.

## **17. Entry into Force**

These General Terms and Conditions supersede all previous versions and enter into force on 1 January 2026, applying to all Advertising Insertion Orders entered into from that date onwards.

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MediaNext is a journalistic company registered with the Portuguese Media Regulatory Authority (ERC) under registration no. 224011 | Unique national registration number (NIPC): 510 551 866  
Registered address: Largo da Lagoa 7C | 2795-116 Linda-a-Velha | Portugal