

MMS Terms and Conditions

These terms and conditions (“**Terms**”) are issued by MBC Media Solutions (“**MMS**”) on behalf of MBC Group FZ LLC (“**MBC**”). These Terms are referenced in and incorporated into the Media Services Agreement (“**Agreement**”) between MMS and each client who purchases MMS’ advertising products and services for Client’s advertising (“**Advertising**”) on any of MBC’s programs, network, or platforms (on or offline) (“**MBC Media**”). In these Terms, each client who purchases MBC Media is referred to as “**Client.**”

General Terms:

1. No Agreement shall be effective unless it is in writing and signed by MMS and the Client.
2. The Client shall submit the material including the Advertising to MMS on Clearance@MMS.com for approval at least 7 days before the date of intended transmission and Client shall adhere to MBC’s media representative’s terms and conditions. MMS shall not be responsible for any delay or non-transmission of Advertising should the same be directly or indirectly attributed to the failure of the Client to provide MMS with acceptable material and/or Advertising within the time prior to the transmission date in accordance with this clause.
3. All Advertising and sponsorship content must comply with the MMS’s commercial, editorial and technical policies and guidelines (as provided by MMS to Client from time to time).
4. All Advertising must adhere to any rights restrictions that apply to the particular programming adjacent to which that advertisement will be broadcast, e.g. sports events for which specific types of advertising is prohibited.
5. Any Client’s Advertising shall be subject to the editorial review of MMS and shall be clearly identifiable as an advertisement and may not be disguised as editorial content.
6. Client represents and warrants that (i) all information or material provided to MMS and included in the Advertising is accurate and complete, and (ii) the Advertising is not defamatory, fraudulent, obscene, misleading or otherwise illegal; (iii) the Advertising complies with all applicable laws, regulatory requirements and codes of practice that may be in force from time to time, including without limitation any anti-corruption or anti-bribery legislation or regulation; (iv) the Advertising does not violate or infringe in any manner any intellectual property right or other rights of any third party; (v) the Advertising does not contain any material or information which is intended, or could reasonably be expected to harm MBC or MMS or their reputation or which could lead to unwanted or unfavorable publicity to the MBC or MMS (vi) Client will fulfill the advertised offer as stated in the Advertising, and will not alter any offer periods, product offers or prices; and (vii) when viewed by a visitor on any digital media platform the Advertising will not cause said visitor’s computer to download any software, virus, worm, “back door,” Trojan Horse, or similar harmful code.

7. Client understands and agrees that it may not resell or otherwise allow any MBC Media purchased under the Agreement to be used by any third party or to promote any third party's products or services without prior written approval from MMS.
8. MMS, in its sole discretion, may require a revision, disapprove or remove any Advertising that it considers inaccurate, inappropriate, misleading, defamatory, fraudulent or otherwise illegal. MMS reserves the right to reject any Advertising from Client that does not meet the above specifications and/or is not deemed acceptable according to MMS' quality standards, as they may be made available by MMS from time to time (For example, any Advertising which may be collecting personal data; associate the Client with a specific program, series or movie; or features any of MBC's competitors).
9. MMS reserves the right at any time and without notice to Client to inhibit the Advertising on MBC Media if deemed necessary by MMS, or in the event the Client has breached any portion of the Agreement or these Terms or if the Advertising is contrary to law in any jurisdiction where MMS or MBC conduct business.
10. MMS may amend these Terms from time to time, at its sole discretion. Such changes will be made available to the Client as soon as practicable.
11. Client hereby agrees to indemnify and hold MMS and its affiliates, subsidiaries, successors, assigns, officers, directors, agents and employees harmless from and against third-party liabilities, including, but not limited to, attorneys' fees, and other expenses incident thereto, which may be threatened against, or recoverable from MMS from any claim or liabilities whatsoever suffered or incurred directly or indirectly by MMS and/or MBC or any claim by any third party as a result of or arising out of or in connection with (i) an act or failure to act of Client in connection with the Agreement or these Terms; (ii) any Client Advertising provided by Client; and (iii) any actions taken or provided at the direction of Client.
12. These Terms are governed by the laws of the United Arab Emirates and each of the Client and MMS agree to submit to the exclusive jurisdiction of courts of the Dubai International Financial Centre.