



Moving Audiences Xchange (Terms and Conditions)

Moving Audiences Xchange (xchange.movingwalls.com) is an automated online selling and buying platform for billboard advertising provided by Moving Walls Sdn Bhd. By using our Services, it is presumed that you have read through these Terms and Conditions and failure to do so shall be a complete bar on any and all claims in law or equity that you bring against Moving walls Sdn Bhd for any reason whatsoever - please read them carefully.

Transactions

1. This Media Booking Agreement ("contract") is subject to the terms and conditions herein, to the Malaysian Communication and Multimedia Commission (MCMC)'s Content Code and Moving Walls Sdn Bhd's Retail rate card. Moving Walls Sdn. Bhd. reserves full rights to change the terms and conditions from time to time by giving at least three (3) working days notice to the Advertisers and/or Agency.
2. The Advertiser agrees herewith to fulfill its obligations stipulated under the Booking/Sponsorship/Package Details appearing overleaf during the Contract Period.
3. A formal Advertising Contract **that** may be drafted pursuant to this contract shall supplement the terms and conditions herein and until such time parties are bound by the terms and conditions herein. The terms of the formal Advertising Contract shall prevail over any terms **that** are conflicting with the terms contained herein.
4. This contract may be terminated by the Advertiser or Agency only in the circumstances whereby Moving Walls Sdn. Bhd. failed to perform its obligations under the contract.
5. All advertising and programme materials (hereinafter referred to as the 'content') submitted to Moving Walls for broadcasting shall not:
 - (a) Infringe the copyright or other rights of any person/firm/company; and/or
 - (b) Contain false or unwarranted claims for any product or service and/or defamatory statements; and/or
 - (c) Contain material that contravenes any written law, or any regulations, code or guidelines of the Malaysian Communications and Multimedia Commission (MCMC) and/or other relevant regulatory bodies of Malaysia.If the content falls within the categories mentioned above, Moving Walls shall reserve full right of refusal to broadcast the Content submitted by the Advertiser and/or the Agency.
6. The Advertiser and Agency shall be jointly and severally liable to keep Moving Walls Sdn. Bhd. fully indemnified against all claims, legal action, suits, settlements, demands, losses and expenses (including legal fees on a full indemnity basis), and any goods and services tax or duty incurred or suffered by Moving Walls Sdn. Bhd. in respect of any claim(s) made by any third party and/or relevant authority resulting from the content supplied by the Advertiser or Agency to Moving Walls Sdn. Bhd. The Advertiser or Agency shall also submit to Moving Walls Sdn. Bhd. the cue sheets providing details of music and/or other materials synchronized in the content at least three (3) working days prior to the scheduled broadcast date.
7. Any content supplied by the Advertiser or Agency shall be delivered to Moving Walls Sdn. Bhd. at the Advertiser's or Agency's sole cost and risk.
8. Moving Walls Sdn. Bhd. shall not be liable for any interference by any authority or failure to broadcast due to accident, breakdown or partial/non- performance of machinery for any reason whatsoever failure of power, fire, strikes, weather conditions, or any frustrating event or event beyond Moving Walls Sdn. Bhd.'s reasonable control.
9. All prices are subject to 6% GST and/or other applicable taxes as per local Government regulations
10. In case the advertiser's content is subject to anti-competition/exclusion criteria, Moving Walls reserves the right to reassign the content to any other screen equivalent in pricing in the same segment
12. Payment to be made Full in Advance

13. The rates as indicated in the rate card is not inclusive of any applicable goods & services tax or any value added tax, and taxes and/or duties (or) which may from time to time be imposed in accordance with Malaysian law; for which the tax/duty shall be made payable by the Advertiser and/or Agency in addition to the rates otherwise payable.
14. Where there is no Agency, the Advertiser shall be solely liable for all matters under this contract.
15. Any payments due to Moving Walls Sdn. Bhd. under this contract shall be made free of any withholding or other taxes and the Advertiser or Agency shall pay such additional sum to the relevant authorities as will enable Moving Walls Sdn. Bhd. to receive the full payment due to it under this contract notwithstanding such withholding or other tax or duty.
16. Moving Walls Sdn. Bhd. shall not be liable to any third party for any promises, representations, warranties, offers or gifts made by, for, or on behalf of any Advertiser and/or Agency in connection with advertisements and promotions pursuant to this contract. The Advertiser and Agency (if any) shall be jointly and severally liable to indemnify Moving Walls Sdn. Bhd. against any third party claims or liabilities suffered by Moving Walls Sdn. Bhd. arising from any such promises, representations, warranties or gifts.
17. This contract is governed by and construed in accordance with Malaysian law. The parties hereto irrevocably agree to submit to the jurisdiction of the Malaysian Courts.
18. The Advertiser and Agency respectively represents and warrants to Moving Walls Sdn. Bhd. that each respectively is fully authorized and empowered to enter into the Agreement and their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the Advertiser and/or Agency with Moving Walls Sdn. Bhd. respectively and any other person, firm or organization or any law or governmental regulation.
19. The relationship between the parties shall be limited to the performance of the terms and conditions of this contract and nothing herein shall be construed to create a general partnership between the parties or to authorize any party to act as a general agent for the other party.

Using our Services

20. If Moving Walls Sdn Bhd suspects you of misusing our Services or terms or policies, taking any actions that we perceive could adversely affect Moving Walls Sdn Bhd's business or violating any laws or regulations, we may suspend or stop providing our Services to you and your company.
21. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. These terms do not grant you the right to use, remove or alter any branding or logos used in our Services.
22. Moving Walls Sdn Bhd may send you service and feature announcements, administrative messages, and other information and promotions to improve user experience and users may opt out of some of those communications.

Scheduled Maintenance/System Downtime

23. We reserve the hours between **1:00 am and 6:00 am** (MYT) for system maintenance and will provide maintenance at other hours as we deem necessary. This may or may not cause system downtime. In the event certain Services are disrupted ending times may be extended without notice as a result of scheduled or unscheduled downtime, but any such extensions are made in our discretion.

Technical Difficulties

24. We are not responsible for transactions not being processed or not being accepted due to technical difficulties.

Contacting Us

If there are any questions regarding this privacy policy, you may contact us using the information below.

Moving Walls Sdn Bhd

L5-E-8, Level 5, Enterprise 4, Technology Park Malaysia, Bukit Jalil

Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur 57000

Malaysia