

Midiarack Customer Agreement

This Agreement (“Agreement”) is made between:

Midiarack Ltd., a company incorporated under the laws of the Republic of Ghana with offices at [Insert Address] (“Midiarack”),

and

_____, of _____ (“Customer”).

This Agreement governs the Customer’s use of Midiarack’s platform and services for booking media assets, whether for space only or full campaign execution.

1.

Scope of Services

1.1. Midiarack provides access to a marketplace of outdoor and digital media inventory. The Customer may choose to:

- Book media space only, managing printing, installation, and permit acquisition independently; or
- Book a full-service package, where Midiarack coordinates printing, installation (“flighting”), and necessary permits through its network of vendors.

1.2. The specific nature of services selected will be detailed in the booking confirmation and/or invoice.

2.

Customer Responsibilities

The Customer agrees to:

2.1. Provide accurate and complete campaign information, including artwork, dates, and creative specifications.

2.2. Submit final artwork at least five (5) working days before campaign start (for full-service bookings), or otherwise ensure timely delivery for vendor processing.

2.3. For media-space-only bookings:

- Handle printing, mounting, and permit acquisition independently.
- Ensure flighting is completed by the booked start date.
- Provide Midiarack with proof of flighting (e.g., timestamped photos) within 24 hours of installation.

2.4. Comply with all advertising laws, content standards, and permit requirements.

3.

Midiarack Responsibilities

3.1. For all bookings, Midiarack will:

- Display current media inventory and availability.
- Confirm bookings with verified vendors and issue booking confirmations.
- Provide updates on availability or changes to selected boards.

3.2. For full-service bookings, Midiarack will also:

- Coordinate printing, installation, and AMA/local permitting (where applicable).
- Deliver campaign proof of performance (e.g., flighting photos).
- Liaise with vendors to ensure quality and timelines are upheld.

4.

Payment Terms

4.1. All bookings are subject to full payment before execution unless expressly agreed otherwise.

4.2. Customers will receive a detailed invoice outlining all costs, including media fees, printing, installation, and administrative charges (if applicable).

4.3. Bookings are only confirmed upon receipt of payment.

5.

Delivery Timelines & Campaign Execution

5.1. For full-service bookings, campaign flighting typically occurs within 5–7 working days of payment and creative approval.

5.2. For customer-managed installations, campaigns must begin within the booked time period. Failure to install may result in forfeited media time.

5.3. Midiarack will notify the Customer of any vendor-side or regulatory delays and will take reasonable steps to minimize disruption.

6.

Refunds & Cancellations

6.1. Refunds are issued only in the following cases:

- Booked media becomes unavailable and a suitable alternative is not accepted by the Customer.
- A full-service campaign fails to be executed due to vendor or platform error.

6.2. Refunds will not be issued for:

- Customer-side cancellations after confirmation

- Delays due to late artwork or missing campaign info
- Campaign rejections due to non-compliant or offensive content

6.3. Booking changes must be requested at least three (3) working days before the scheduled start, and are subject to availability.

7.

Content Responsibility

7.1. The Customer is fully responsible for the legality, originality, and appropriateness of all creative materials.

7.2. Midiarack reserves the right to reject content that violates advertising regulations or community standards.

7.3. If a campaign is rejected by a regulator (e.g., AMA) due to content issues, the Customer bears full responsibility.

8.

Limitation of Liability

8.1. Midiarack acts as a facilitator and coordinator. It does not own or control the physical media assets listed on the platform.

8.2. For full-service bookings, Midiarack assumes reasonable responsibility for vendor performance and will facilitate remedies if issues arise.

8.3. In no event shall Midiarack's liability exceed the amount paid by the Customer for the affected campaign.

9.

Data Privacy

9.1. Midiarack processes customer data in accordance with the Ghana Data Protection Act, 2012 (Act 843).

9.2. Information is only shared with third-party vendors when necessary to fulfill the Customer's booking.

10.

Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of the Republic of Ghana. In the event of a dispute, both parties will seek to resolve it through dialogue and mediation before pursuing legal remedies.

11.

Acceptance

By confirming a booking through Midiarack, whether on the platform, via email, or through a representative, the Customer agrees to this Agreement.

Signed for and on behalf of Midiarack Ltd.

Name: _____

Title:

Date:

Accepted by Customer

Name: _____

Company: _____

Title: _____

Date: _____