

Midiarack Terms & Conditions

Effective Date: June 13, 2025

Last Updated: June 13, 2025

Welcome to Midiarack, a digital marketplace that connects advertisers with media owners, enabling seamless discovery, pricing, and booking of advertising inventory across billboards, digital screens, and other media formats. By using the Platform, you agree to the terms outlined below.

1. General Terms

1.1 Acceptance of Terms

By accessing or using Midiarack's website, services, or applications (collectively, the "Platform"), you confirm that you understand and agree to be bound by these Terms and Conditions, whether you're acting as an individual or on behalf of a business or organization. If you're unsure about any part of these Terms, we encourage you to reach out to our team for clarity before proceeding.

1.2 Eligibility

To use the Platform, you must:

- Be at least 18 years of age;
- Be legally capable of entering into binding contracts;
- Use the Platform only for lawful purposes and in accordance with these Terms.

We reserve the right to restrict or revoke access to users who do not meet these conditions or who violate our policies.

1.3 Account Registration

You are required to create an account to access most features on Midiarack. You agree to:

- Provide accurate and complete registration information;
- Maintain the confidentiality of your login credentials;
- Accept responsibility for all activities that occur under your account.

1.4 Platform Role

Midiarack acts as a facilitator. We do not own any of the advertising inventory listed. We connect advertisers and media owners, provide tools for booking and communication, and support the transaction process-but we are not a party to the agreement between advertisers and media owners.

2. Advertiser Terms

2.1 Media Booking

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Advertisers may browse and request bookings for media listings. Bookings are not confirmed until payment is made (or terms are agreed upon) and media owners approve the request. Midiarack reserves the right to decline booking requests that violate our guidelines or partner policies.

2.2 Payments

Prices for listings are determined by media owners. Advertisers must make full or agreed-upon partial payment via approved payment channels to confirm bookings. All payments are subject to applicable taxes and platform service fees.

2.3 Cancellations & Refunds

Cancellations made at least 7 days before campaign start may be eligible for a full or partial refund. Refunds (if granted) may exclude administrative or processing fees. No refund is guaranteed for cancellations made within 7 days of the campaign start.

2.4 Creative Content

Advertisers are responsible for providing final creative assets by the specified deadline. All content must comply with Midiarack's content guidelines and local advertising laws. Midiarack and media owners reserve the right to reject any content that is offensive, misleading, or unlawful.

2.5 Campaign Performance

Midiarack does not guarantee specific impressions, reach, or campaign outcomes unless expressly stated in a signed agreement. Performance data shared on the Platform is for informational purposes only.

3. Media Owner Terms

3.1 Inventory Listing

Media owners must list accurate details, availability, and pricing for each media asset. You agree to keep listings up to date and respond promptly to booking requests. Misleading listings or unapproved substitutions are grounds for account suspension.

3.2 Booking Fulfillment

You are obligated to fulfill confirmed bookings unless prevented by circumstances beyond your control. Failure to honor bookings may result in refund obligations and impact your standing on the platform.

3.3 Payouts and Fees

Midiarack deducts a commission from each successful transaction. Payouts are processed [e.g., weekly or biweekly]

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after the campaign start or as agreed. You must provide valid bank account or mobile money details for payouts.

3.4 Content Compliance

Media owners are responsible for ensuring that published ads comply with local laws and are displayed as approved by advertisers. If content is found to violate local regulations, you must remove it and notify Midiarack immediately.

3.5 Maintenance and Quality

You agree to maintain your media assets (e.g., billboards, screens) in good working condition. Media assets that generate consistent complaints may be reviewed or delisted by the platform.

3.6 Proof of Display

Media owners may be required to upload photographic or time-stamped proof of installation/display. If audience or performance data is available (e.g., traffic counts, impressions), you agree to share it to enhance advertiser transparency.

4. Disputes and Termination

4.1 Dispute Resolution

Midiarack may assist in resolving disputes between users but is not legally responsible for enforcing agreements or providing refunds unless required by law or our policies.

4.2 Termination

We reserve the right to suspend or terminate user accounts that:

- Breach these Terms;
- Engage in fraudulent or abusive behavior;
- Misuse the platform in any way.

You may also close your account at any time by contacting our support team.

5. Legal Terms

5.1 Intellectual Property

All content, branding, and software on the Platform are the intellectual property of Midiarack and may not be used without permission.

5.2 Limitation of Liability

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Midiarack is not liable for:

- Losses resulting from delayed installations, creative errors, or non-performance;
- Business interruptions or indirect damages;
- Any disputes or damages arising from third-party actions.

5.3 Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of Ghana (or applicable jurisdiction). Any disputes shall be resolved in the courts of [Insert Location].

5.4 Modifications

Midiarack reserves the right to modify these Terms at any time. Users will be notified of material changes. Continued use of the Platform after changes constitutes acceptance.

6. Contact Us

For questions, complaints, or legal notices, contact:

Midiarack Legal Team

Email: operations@midiarack.com

Phone: 0559223661