

## **General Terms and Conditions for Advertisers**

### **1. Scope**

These are affilinet's standard terms and conditions for advertisers ("Terms"), which may be up-dated from time to time by notice to the Advertiser. Where an Insertion Order is executed by both affilinet and the Advertiser, the Insertion Order together with any attached Programme Rules and these Terms will together constitute a contract between the parties (the "Contract").

### **2. Definitions and Interpretation**

2.1 In these Terms, the following words and expressions shall have the following meanings:

**Advertising Media:** the media and marketing mechanics specified in the Insertion Order, but usually a website of a Publisher or Publishers. Where the Advertising Media is a website, this is deemed to mean the Publisher's Internet offering under the main domain specified by the Publisher or another domain or sub-page if this has been attributed to the main domain on the Platform and is similar with regards to content. Where specified in the Insertion Order, the Advertising Media may also include other media and marketing mechanics, such as search engine marketing.

**Advertiser's Website:** the Advertiser's Internet web-pages at a specified URL under which the Advertiser sells and/or markets goods and/or services.

**Affiliate Programme:** pay-per-click/view/lead/sale affiliate programmes and/or a combination of any of these programmes operated on behalf of the Advertiser.

**Charges:** the monies due to affilinet in relation to valid Clicks, View, Leads and Sales, calculated on the fee basis described in the Insertion Order.

**Click:** a User's deliberate call-up of a Hyperlink for the Advertiser's affilinet Affiliate Programme that leads to access to the Advertiser's Website.

**E-Commerce Laws:** the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Electronic Commerce (EC Directive) Regulations 2002 and all other applicable e-commerce, e-marketing and data protection laws and regulations applicable to the relevant party's obligations under the Contract.

**Hyperlink:** a hyperlink to the Advertiser's Website, whether as set out in the Insertion Order or subsequently notified by the Advertiser through the Platform.

**Lead:** a valid Click that is followed by the execution of a certain defined action on the Advertiser's Website by a User.

**Platform:** affilinet's platform designed for the operation of Affiliate Programmes and accessible at [www.affili.net](http://www.affili.net).

**Programme Rules:** a document attached to the Insertion Order (or subsequently agreed in writing by the parties) that sets out the rules for participation by Publishers in the Advertiser's Affiliate Programme.

**Publisher:** a person who publishes on its website or in other permitted media material relating to the Advertiser.

**Sale:** a sale is a valid Click which is followed by a User entering into a contract on the Advertiser's Website.

**User:** any person who deliberately accesses the Advertising Media and/or the website of the Publisher and/or Advertiser.

**View:** a User's deliberate access of Advertising Media through which the Advertiser's creative content is displayed in accordance with the Insertion Order.

2.2 The headings in the Contract are for ease of reference only and shall not affect the construction or interpretation of the term or paragraph to which they refer or the Contract. Words denoting the singular include the plural and vice versa and words of any one gender include reference to both genders. References to a "person" include natural persons, corporations, companies, firms, associations and organisations. References to "including" and "include" shall be construed as illustrative and deemed to mean respectively "including without limitation" and "include without limitation". References in the Contract to any statute, statutory provision or regulation includes a reference to: (a) that statute, statutory provision or regulations as from time to time amended, extended, re-enacted or consolidated whether before or after the date of the Contract; and (b) all statutory instruments or orders made pursuant to it.

### **3. Insertion Orders**

Each Insertion Order entered into between the parties constitutes a separate distinct contract.

### **4. affilinet's terms to govern contract**

Where there is any manifest inconsistency between the provisions of these Terms, the Insertion Order and any Programme Rules, the provisions of the Insertion Order will take precedence and then the Programme Rules and then finally the Terms. The terms of the Contract shall apply as between the parties in respect of the matters described in the Insertion Order to the exclusion of all other terms and conditions (including any terms and conditions that the Advertiser purports to apply). Employees of affilinet are not authorised to enter into verbal agreements nor, unless the employee is a director of affilinet, to contract on the basis of terms and conditions that an Advertiser may seek to introduce.

### **5. Scope and provision of access to the Platform**

5.1 Subject to the terms of the applicable Insertion Order(s), affilinet agrees to use all reasonable endeavours to enable the Advertiser to operate its Affiliate Programme(s) through the use of the Platform in order that the Advertiser may market its goods and/ or services through the Advertising Media.

5.2 affilinet shall provide access to the Platform to the Advertiser. Through use of the Platform the Advertiser shall be able to view various real-time statistical information relating to its Affiliate Programmes including data optionally sorted by day, publisher or creative, sales, commissions due and transactions awaiting validation and clicks.

5.3 affilinet is entitled, but not obliged, at its own discretion to develop and upgrade from time to time the Platform's technical and functional capabilities.

5.4 The Advertiser shall be given the ability to select via the Platform the Publishers and Advertising Media that it wishes to be used in its Affiliate Programme. In such circumstances it shall be the Advertiser's sole responsibility to select the Publishers and Advertising Media, and affilinet shall not be responsible for those selections.

5.5 If the Advertiser requests that affilinet select on its behalf the Publishers and Advertising Media that it wishes to be used in its Affiliate Programme, then affilinet shall act in good faith and use its reasonable endeavours to select the Publishers and Advertising Media that it believes will

achieve the Advertiser's goals. Provided that affilinet has acted in good faith, affilinet shall not be responsible for those selections and the Advertiser shall hold it harmless in relation to them.

5.6 affilinet shall use its reasonable endeavours to procure that each relevant Publisher abides the obligations described in Condition 12.2 below (including the complying with any Programme Rules).

5.7 If the Advertiser has reasonable grounds for suspecting that any Publisher has been acting fraudulently or otherwise acting in breach of the obligations of Publishers described in Condition 12.2 then the Advertiser must immediately notify affilinet of these grounds. In such circumstances, affilinet may suspend the relevant Publisher from the Affiliate Programme pending urgent investigation of the circumstances. The Advertiser and affilinet shall co-operate with each other in this investigation. If both parties agree that the Publisher has been acting fraudulently or otherwise acting in breach of the obligations described in Condition 12.2 then the Publisher shall be removed from the Advertiser's Affiliate Programme. If both parties do not agree then the Advertiser may rely on its rights under Condition 5.8 below.

5.8 The Advertiser may from time to time acting in its reasonable discretion choose to give notice to affilinet of a particular Publisher or types or classes of Publisher that it wishes to have removed from the Affiliate Programme. In such circumstances, this shall be deemed to form part of the Programme Rules. affilinet shall remove the relevant Publisher(s) from the Advertiser's Affiliate Programme within 5 working days of its receipt of such notice provided always that the Advertiser shall continue to honour any Sales or other relevant actions for the lifetime of any cookies (as specified in the Insertion Order) placed at any time before the end of those 5 working days by the Publisher.

5.9 Any number of Hyperlinks to the Advertiser's Website may be placed in any position in the Advertising Media or on the Platform. The Advertiser may, however, request a change in the positioning of Hyperlinks if this is compromising the reputation or estimation of the goods and services, brand or operations of the Advertiser.

5.10 affilinet gives no warranty or representation in respect of the number of valid transactions affilinet's services will generate nor the number of Publishers that may subscribe to and use the Platform. Unless otherwise agreed in the

Insertion Order, affilinet may provide access to the Platform and supply its affiliate marketing services to competitors of the Advertiser.

5.11 If the Advertiser is an advertising agency, a media buyer or the like acting on behalf of a client advertiser, then the Advertiser: (a) confirms that its client advertiser has consented to and is aware of the terms of the Contract; (b) contracts with affilinet as principal, and the Advertiser shall be fully responsible for complying with all the Advertiser's obligations under the Contract notwithstanding any default by its client advertiser; and (c) acknowledges that affilinet provides its services for the benefit of the client Advertiser only.

## 6. Calculation of charges

6.1 affilinet shall charge the Advertiser a set-up fee and/ or a monthly management fee for the implementation of an Affiliate Programme, such charges to be as set in the Insertion Order.

6.2 In addition, affilinet shall have a right to remuneration for valid Clicks, Views, Leads or Sales in accordance with the Insertion Order. Unless otherwise stated in the Insertion Order, such remuneration shall consist of sums payable by affilinet to Publishers ("Publisher Commission") plus the additional percentage set out in the Insertion Order to be paid to affilinet in respect thereof ("the affilinet Override").

6.3 Clicks that are not generated through a Hyperlink and/or on the Advertiser's Website shall be treated as invalid. Clicks generated automatically by means of technical devices (e.g. click generators) and Clicks and Views initiated under coercion or by deception shall be treated as invalid. Repeated Clicks and Views within a short period of time by the same User – including on different Hyperlinks – shall be treated as invalid. Clicks and Views for which the User receives remuneration from the Publisher or a third party – except as agreed in the Insertion Order (or Programme Rules) within the framework of an affilinet bonus system – shall be treated as invalid. Clicks that are associated with a mandatory action, e.g. the sending of an SMS message, the participation in a gambling competition or the utilisation of the Click in a paid email system shall also be treated as invalid, unless expressly permitted in the Programme Rules or elsewhere agreed in writing by the Advertiser. affilinet shall not have a right to remuneration for Clicks and Views that are invalid.

6.4 All potentially valid Clicks, Views, Leads and Sales shall be shown as pending on the Platform in the course of the daily analysis of the Platform. This does not constitute acknowledgement that the recorded Clicks, Views, Leads and Sales are all completely recorded and valid. affilinet reserves the right to carry out validity checks and invoice the Advertiser for further Clicks, Views, Leads and Sales according to the provisions of the Contract.

6.5 Leads are identified/determined in the same way as Clicks, with the execution of the qualifying action for the Leads being logged and verified on the basis of the Platform, and determined by affilinet at its equitable discretion. Sales are also identified and/or determined in the same way as Clicks, with the qualifying action, in terms of Users entering agreements for the acquisition or use of a good or service, being logged and verified on the basis of the Platform, and determined by affilinet at its equitable discretion.

6.6 The Advertiser shall continually review the Platform, verify and, where appropriate, validate each pending Lead and Sale via the Platform as soon as possible and, in any event, within 45 days of the first recording on the Platform of the applicable Lead or Sale. If the Advertiser does not raise reasonably justified objections within this 45 day period as to why a pending Lead or Sale should not be validated, the applicable Lead or Sale shall automatically be deemed validated by the Advertiser on the expiry of this 45 day period.

6.7 The Advertiser shall promptly inform affilinet of all pending Views, Clicks, Leads and Sales that it does not agree to. The Advertiser shall allow affilinet to verify the completeness and correctness of all Views, Clicks, Leads and Sales that the Advertiser has deleted by providing affilinet with appropriate business records (including documents, customer records and log files). affilinet shall also be entitled to have the Advertiser's appropriate business records audited during normal operating hours. The costs of such audit shall be borne by affilinet if discrepancies (with regard to the Views, Clicks, Leads or Sales confirmed by the Advertiser compared to the actual Views, Clicks, Leads or Sales) of less than 2.5% are found. If discrepancies of more than 2.5% are found then the cost of the audit shall be borne by the Advertiser.

6.8 The Advertiser has the right to prove that the Leads or Sales recorded by affilinet are not valid Leads or Sales.

6.9 Payment in relation to all Leads and Sales that are validated in a calendar month, together with any Clicks and Views in that calendar month, shall be deemed due, and treated as Charges, to be invoiced in accordance with Condition 7.1.

6.10 Unless otherwise stated in the Insertion Order, Charges in relation to Leads and Sales shall be calculated according to the net sale value of the specified goods or services (exclusive of the cost of any ancillary services and VAT).

6.11 The Advertiser represents that affilinet's remuneration for valid Clicks, Views, Leads or Sales under the Contract shall be no less favourable to affilinet than the most favourable terms from time to time offered to or received by any other digital marketing agency used by the Advertiser. If, during the duration of the Contract, the Advertiser enters any contract that contains payment provisions that are more favourable to another digital marketing agency, then these more favourable payment provisions will immediately be extended to affilinet.

## **7. Payment**

7.1 Shortly after the end of each calendar month, affilinet shall invoice the Advertiser for all Charges that became due in that month. Unless otherwise agreed in the Insertion Order, each invoice shall be payable within 30 days from the date of the invoice (time of payment being of the essence). If affilinet has not received payment within 30 days from the date of the invoice then, without prejudice to any other rights and remedies of affilinet, affilinet may suspend the provision of its services and access to the Platform until all outstanding sums are paid in full.

7.2 Unless otherwise stated in the Insertion Order, the Advertiser is not entitled to discounts. VAT, where applicable, shall be added to the Charges and invoiced to the Advertiser.

7.3 All payments to be made by the Advertiser under the Contract will be made in full. They will be made free and clear of any right of set-off, any restriction, condition or deduction because of any counterclaim under this Contract or any other reason whatsoever.

## **8. Further responsibilities of the Advertiser**

8.1 The Advertiser shall use all reasonable endeavours to ensure that the Advertiser's Website (including all entries in search engines, registers or link lists of third parties) is designed and presented so as to enable only valid Views,

Clicks, Leads and Sales to be generated by Users of the Advertiser's Website.

8.2 The Advertiser shall provide affilinet with the Hyperlinks and URL of the respective page of the Advertiser's Website necessary for the participation in an Affiliate Programme. The Advertiser shall provide affilinet with appropriate creative content which affilinet may permit to be used in the Advertising Media. The Hyperlinks, URLs and creative content must be suitable for use in the Affiliate Programme. affilinet may use the Advertiser's creative content, its name and brands of relevant goods or services marketed via the Platform in the course of affilinet's own personal marketing activities provided that it does so strictly in accordance with best industry practice.

8.3 Displays of violence, sexually explicit or pornographic contents or discriminatory statements or representations with regard to race, gender, religion, nationality, disability, sexual orientation or age are prohibited on the Advertiser's Website and/or in connection with the participation in Affiliate Programmes. The design of the Advertiser's Website must not lend itself to compromising the reputation, brand or operations of affilinet. The Advertiser undertakes to provide all necessary cooperation if that information is to be disclosed to authorities. For the avoidance of doubt, affilinet does not review or clear the Advertiser's creative content and the Advertiser's Website.

8.4 The Advertiser shall keep affilinet informed of any relevant changes to its operating plans and marketing and sales initiatives.

## **9. Term**

9.1 Subject to Condition 10, the Contract shall come into force on the date of signature of the Insertion Order and it shall remain in force for a minimum period of 12 months. At the end of the 12 month period (and of any future 12 month period), the Contract shall continue in force for further periods of 12 months unless terminated in accordance with Condition 9.2

9.2 The Contract may be terminated by either party giving a minimum of 30 days' notice prior to the end of any of the 12 month periods referred to in Condition 9.1. If such notice is given the Contract shall then terminate at the end of that 12 month period.

## 10. Deactivation and Early Termination

10.1 affilinet may by giving notice to the Advertiser deactivate the Advertiser's access to the Platform if the Advertiser has not operated any Affiliate Programmes for a consecutive period of 3 months.

10.2 Without prejudice to any other remedies available, either party shall be entitled to terminate the Contract with immediate effect by giving notice of termination to the other party if:

(a) the other party commits a material breach of the Contract which, in the case of a breach capable of remedy, shall not have been remedied within 14 days of the receipt by the other party of a notice identifying the breach and requiring its remedy. Upon remedy, the party in breach shall provide proof of remedy within 10 days thereof; or

(b) the other party has stopped payment of, or is unable to pay its debts;

(c) the other party compounds with or convenes a meeting of its creditors or some action is taken to terminate its business;

(d) the other party has a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets;

(e) an event takes place which would entitle the appointment of a receiver over the assets of the other party or which could cause any floating charge on its assets to crystallise;

(f) a petition is presented or an order is made or a resolution is passed for the winding up of the other party or a meeting is convened for the purpose of winding it up;

(g) any event analogous to the events described in this Condition 10.2 shall occur in any jurisdiction in which the other party is incorporated or resident or carries on business; or

(h) the other party for any reason ceases, or threatens to cease, to carry on business.

10.3 Without prejudice to any other remedies available (including under Condition 10.2), affilinet may, acting in its absolute discretion, either suspend or terminate the Contract with immediate effect if any payment due by the

Advertiser is not paid within the time period specified in the Contract or if the Advertiser commits a material breach of the Contract which it has not remedied.

## 11. Effect of Deactivation/ Early Termination

11.1 Conditions 6, 7, 8, 10.3, 11.2, 12, 13, 14 and 15 shall survive the termination of the Contract.

11.2 On termination of the Contract (for whatever reason) the Advertiser will, without prejudice to any other rights the Advertiser or affilinet may have under the Contract, pay all accrued but unpaid Charges.

## 12. Publishers of affilinet

12.1 The relationship of the parties is that of independent contractors and the Contract does not make either party the agent of the other or any affiliate the agent of affilinet, or create a partnership, joint venture or similar relationship between any of the parties. Neither party shall have the power to bind the other or to create a liability against the other in any way.

12.2 affilinet warrants and undertakes to the Advertiser that each Publisher allowed to participate in the Affiliate Programme has, or shall first have, entered into obligations with affilinet to:

(a) comply with any relevant Programme Rules;

(b) refrain from changing the HTML code or creative content provided by the Advertiser and only to use the creative content in the Advertising Media of the Publisher;

(c) use the Advertiser's creative content only in connection with the participation in an Affiliate Programme and to refrain from passing information or creative content to third parties;

(d) use trade marks and logos of third parties – especially of the Advertiser – only if affilinet or the Publisher has obtained the consent of the rights holder for such use;

(e) design their Advertising Media in a way which ensures that intellectual property rights of third parties (including copyright) are not violated and applicable law (including E-Commerce Laws) is not breached;

(f) send emails containing advertising for affilinet/the Affiliate Programmes only in accordance with applicable laws;

(f) design their Advertising Media in accordance with the legal provisions for consumer protection;

(g) refrain from depicting displays of violence, sexually explicit or pornographic content or making discriminatory statements or representations with regard to race, gender, religion, nationality, disability, sexual orientation or age in the Advertising Media of the Publisher and/or in connection with the participation in Affiliate Programmes;

(h) not compromise the reputation of the goods or services, brand or operations of affilinet and the Advertiser; and

(i) design and present their Advertising Media, including all entries in search engines, directories or link lists of third parties, with a view to enabling only valid Views, Clicks, Leads and Sales to be generated;

12.3. affilinet shall use all reasonable endeavours to procure that Publishers of affilinet meet the obligations set out in Condition 12.2. If the Advertiser becomes aware that the Publishers are not meeting any of these obligations then it must promptly notify affilinet. The Advertiser is entitled and encouraged to assert all claims resulting from a Publisher's failure to observe these obligations against the relevant Publisher.

12.4 During the term of the Contract and for a further period of 12 months from the date of its termination, the Advertiser undertakes that it shall neither directly nor indirectly (including through any competitor of affilinet or any other agency or otherwise) enter into, or allow, any agreement or other arrangement whereby a Restricted Person participates in any Affiliate Programmes. For the purposes of this Condition, "Restricted Person" shall mean a Publisher who has participated in an Affiliate Programme operated by affilinet, but shall not include any Publisher who the Advertiser can prove participated in an Affiliate Programme independently of affilinet and before affilinet first provided its services to the Advertiser

### 13. Warranties and limitations

13.1 affilinet warrants and undertakes to the Advertiser that:

(a) it will provide its services hereunder: (i) in a professional manner; (ii) using reasonable care and skill;

(b) it shall not disclose or use or cause to be disclosed or used, at any time during or subsequent to the Contract, any secret or confidential information of the Advertiser or any

other information relating to the business, financial or other affairs of the Advertiser except as required by the Advertiser in connection with affilinet's performance of the Contract or as required by law or regulation or as reasonably required in connection with any fund raising or other corporate transaction;

(c) it will at all times comply with its duties under relevant E-Commerce Laws; and

(d) it has and will continue to have throughout the duration of the Contract full power and authority to enter into and perform the Contract and provide its services hereunder.

13.2 The Advertiser warrants and undertakes to affilinet that:

(a) it has and will continue to have throughout the duration of the Contract full power and authority to enter into and perform the Contract;

(b) it will at all times comply with its duties under E-Commerce Laws;

(c) all creative content that it supplies for the use of Publisher's shall comply with all relevant legislation, regulations, codes, and advertising standards including those of the ASA;

(d) none of the creative content that it supplies for the use of Publisher's will infringe the intellectual property rights of any third party, and nor will the Advertiser do anything that causes affilinet or Publishers to infringe such rights;

(e) where the nature of the Advertiser's business means the Affiliate Programme relates to business or activities regulated by the Financial Services Authority ("FSA") (including mortgage and secured loan products and insurance products) or any other it is authorised by the FSA for the purposes of the type of business advertised and/or promoted;

(f) where the nature of the Advertiser's business means the Affiliate Programme relates to business or activities that are regulated or supervised by another regulator or similar authority that it is in all relevant ways authorised by that authority; and

(g) it will keep all ID numbers and passwords secure and shall immediately give notice to affilinet by e-mail if the

Advertiser believes that any unauthorised use has or may be made of such password; and

(h) where the Advertiser is an advertising agency, a media buyer or the like acting on behalf of a client advertiser, then the client advertiser shall at all times comply with the foregoing provisions of Condition 13.2 (a) to (g).

13.3 Except as expressly set out in the Contract, all conditions, warranties, representations or other terms that might otherwise be implied or incorporated into the Contract concerning the supply by affilinet of affilinet's services and its performance of its obligations hereunder, whether by statute, common law, custom or otherwise, are hereby expressly excluded to the fullest extent permitted by law.

13.4 affilinet gives no warranty or representation in respect of the commercial benefit to be derived from the use by the Advertiser of the Platform or any of affilinet's services hereunder.

13.5 Notwithstanding anything to the contrary contained in the Contract, nothing in the Contract shall operate to exclude or limit liability for:- (a) death or personal injury caused by a party's negligence (for which no limit of liability shall apply); or (b) fraud or fraudulent misrepresentation; (c) breaches the terms implied by s2 of the Supply of Goods and Services Act 1982; or (d) any other liability that cannot be limited or excluded under applicable law.

13.6 Subject only to Condition 13.5, affilinet shall not be liable to the Advertiser for:- (a) loss of sales, loss of profits, loss of custom or contracts; (b) loss of reputation or goodwill; (c) managers' and consultants' time in monitoring and managing affilinet's services hereunder; (d) loss of data and/or undertaking the restoration of data; (e) where the Advertiser is an agency contracting for or on behalf of its client advertiser(s), any of the matters listed in (a) to (d) above, whether suffered by the Advertiser or its client advertiser(s); or (f) any special, indirect or consequential loss or damage whether foreseeable, known, foreseen or otherwise and whether arising from negligence, breach of contract or otherwise howsoever.

13.7 Subject only to Condition 13.5, affilinet shall not be liable to the Advertiser for loss, damages or costs arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of the Contract other than those representations, agreements, statements or undertakings confirmed by a director of affilinet in writing or expressly

incorporated or referred to in the Contract.

13.8 Subject to Condition 13.5, affilinet's maximum aggregate liability arising out of or in connection with the Contract or any collateral agreement, whether in contract or tort (including in each case negligence) or otherwise shall in no circumstances exceed in aggregate 105% of all sums paid to affilinet under the Contract in the 12 month period prior to the date upon which the event giving rise to the liability first occurred.

13.9 The Advertiser acknowledges that affilinet is a "middle-man" and the amounts charged by affilinet to the Advertiser under the Contract have been calculated with reference to the limitations and exclusions of liability set out in this Condition 13.

#### **14. Variations**

14.1 The Advertiser may from time to time acting in its discretion increase the Publisher's rate of remuneration within its Affiliate Programme. Reductions in the Publisher's rate of remuneration may not be made where a minimum rate of remuneration of the Publisher has been agreed in the Insertion Order or the Programme Rules for the Affiliate Programme.

14.2 The Advertiser may from time to time acting in its reasonable discretion give notice to affilinet of a reduction to the rate of remuneration payable to Publishers. Any such reduction shall be deemed to vary the Insertion Order and the Programme Rules. The reduction shall only take effect 5 working days following affilinet's receipt of such notice, such that, in relation to any cookies validly placed on Users' computers at any time before the end of those 5 working days, the Advertiser shall continue to pay the earlier (higher) rate of remuneration on any Sales, Leads or other relevant actions.

14.3 Subject to Conditions 14.1 and 14.2, the Contract may only be varied by written agreement of authorised signatories of each of the parties.

#### **15. General**

##### **15.1: Intellectual Property**

(a) The Advertiser shall retain all right, title and interest in and to the Advertiser's intellectual property rights worldwide.

(b) For the purpose only of affilinet providing its services hereunder, the Advertiser hereby permits affilinet on a

limited, non-exclusive, royalty free basis to display and otherwise use the Advertiser's intellectual property rights for the sole purpose of the provision of the affiliate Programme by affilinet and its Publishers.

(c) affilinet shall retain all right, title and interest in all materials of affilinet worldwide (including ownership of all affilinet's intellectual property rights including the ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to its services).

(d) Upon the termination of the Contract, affilinet shall forthwith cease using the Advertiser's intellectual property rights and use its reasonable endeavours to procure that any third party to which it has sub-licensed such rights shall forthwith cease using the Advertiser's intellectual property rights.

(e) Each party acknowledges and agrees that it shall not acquire or claim any title to any of the other party's intellectual property rights by virtue of the rights granted to it by the Contract or through its use of the other party's intellectual property rights.

15.2 Force Majeure: Neither party shall be liable for any delay in performing any of its obligations hereunder (except for a failure to pay Charges) if such delay is caused by circumstances beyond the reasonable control of the party so delaying (including any act of God, terrorism, fire, flood, strike, lock-out or other form of industrial action or software, hardware, telecoms or other computer failure or any default by a third party system or service supplier).

15.3: Waiver: No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

15.4: Severability: If any provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to

form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

15.5: Dealings in Rights and Obligations: Unless otherwise expressly stated in the Insertion Order the services provided by affilinet are provided to the Advertiser for its benefit only. The Advertiser shall not without the prior written consent of affilinet assign any or all of its rights under the Contract, nor sub-contract any or all of its obligations under the Contract, nor purport to do any of the aforementioned. affilinet may assign its rights and/or transfer its obligations under the Contract. In particular, affilinet shall be entitled to sub-license and/or sub-contract its rights and obligations under the Contract to any third party.

15.6: Entire Agreement: The Contract contains the entire understanding of the parties with respect of the subject matter hereof, and supersedes all prior agreements.

15.7: Rights of Third Parties: For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of the Contract, the Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions except for any subsidiary, holding company or other group company of affilinet.

15.8: Notices: All notices which are required to be given under the Contract must be in writing and sent to an address set out in the Insertion Order, or such other address in the UK as the recipient may designate by notice given in accordance with the provisions of this Condition 15.8. Any such notice may be delivered personally or by first class pre-paid letter, e-mail or facsimile transmission and shall be deemed to have been served, if by hand, when delivered; if by first class post, 48 hours after posting; and if by facsimile transmission or e-mail, when despatched.

15.9: Governing Law and Jurisdiction: The Contract is subject to the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts.

© affilinet Limited: 2010