

TERMS AND CONDITIONS – SALE OF ADVERTISEMENT SPACE

1. GENERAL

1.1. All orders and bookings made to the Publisher for Advertisements and Campaigns are subject to and governed by these terms and conditions.

1.2. In these conditions,

1.2.1. Advertisement includes the materials which advertise, promote, market, sponsor and/or endorse a product or a service or a brand or an image which:

(a) in the case of advertisements on or delivered through the internet, website and mobile devices and any other delivery mechanism, whether now known or invented in the future, includes text, graphics, layout, logos, audio or visual material, avatars, static and dynamic images, animations, straplines, banner advertisement, hypertext, links, microsites, click through advertising, embedded and/or overlaid codes and algorithms, emails and/or messaging; and

(b) in the case of technology based advertisements, includes digital technologies.

1.2.2. Advertiser means the entity advertising the product or service that is the subject of the Advertisement.

1.2.3. Advertising Copy means the textual content of an Advertisement.

1.2.4. Conespsys Limited ("Publisher") is in the business of providing Document Control training courses, consultancy services, publications, Advertisements and Campaigns and Publisher means the person publishing Advertisements, Inserts and/or Campaigns.

1.2.5. Buyer and/or Client means the person placing the order with the Publisher for the Campaign, whether such person is the Advertiser or the Advertiser's advertising agency or media buyer.

1.2.6. Buyer Materials means all information, materials and content in any format provided by or on behalf of the Buyer for use in connection with the Campaign.

1.2.7. Campaign means the organised programme of advertising and promotional activity as set out in the Campaign Schedule or, if there is no Campaign Schedule, as otherwise agreed by the parties. The programme may consist of only one or more items, whether an Advertisement or a promotional activity or other activity or item;

1.2.8. Campaign Schedule means the campaign schedule to this Agreement (if any) or otherwise such schedule of campaign activity agreed by the parties. For clarity, campaign activity may comprise of one or more items, whether an Advertisement or a promotional activity or other activity or item;

1.2.9. Charge(s) means the Publisher's advertising charge(s) for the Advertisement or Campaign as notified to the Buyer and agreed, or if there is no such notification and agreement, the Publisher's standard charges as set out in its Rate Card.

1.2.10. Content means all content, materials, concepts and ideas prepared, created and/or developed for any Advertisement and/or Campaign.

1.2.11. Impression means each individual instance in which an Advertisement is successfully served to a third party user's web browser (or similar software) via the Conespsys Limited website or any Conespsys Limited publication.

1.2.12. Insertion Order means any order under which the parties confirm and the Publisher accepts for the placement of Advertisements and/or the delivery of the Campaign.

1.2.13. Intellectual Property Rights means any and all intellectual property rights of whatever nature and in whatever form including inventions, patents, trade marks, registered designs, pending applications for any of the foregoing, trade and business names, brand names, unregistered trade marks, unregistered designs and rights in designs, copyrights, database rights, moral rights, performers rights, know-how, trade secrets and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all reversions, renewals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing and all rights to apply for registration of such of the foregoing as are registrable.

1.2.14. Promotion means a promotional reader offer (if any) which is agreed by the parties as part of the Campaign, details of which are set out in the Campaign Schedule;

1.2.15. Publisher's Intellectual Property means the content referred to in clause 15.2 and the Publisher's registered and unregistered trade marks.

1.2.16. Rate Card means the Publisher's rate card in effect from time to time and may include, among other matters, its scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles, and other terms and/or conditions set out at www.conespsys.com.

1.2.17. Term Sheet means the commercial terms agreed by the parties for the Campaign.

1.3. Reference to:

1.3.1. any one gender (masculine, feminine and neuter) includes the others;

1.3.2. the singular includes the plural and the plural includes the singular;

1.3.3. a person includes a body corporate;

1.3.4. a party includes the party's executors, administrators, successors and permitted assigns;

1.3.5. money is to British Pounds Sterling, unless otherwise stated;

1.3.6. any thing includes the whole and each part of it separately; and

1.3.7. a "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established).

1.4. "Including" and similar expressions are not words of limitation.

1.5. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.6. Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

1.7. A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

1.8. Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power) without the express written authority of the other in addition to this Agreement.

1.9. The terms and conditions set out herein apply to each order or contract for the Advertisement or Campaign. If there is any conflict or inconsistency in the terms and conditions of this Agreement, these terms and conditions (or, if later, the revised terms and conditions published by the Publisher pursuant to sub-clause 1.10 below) shall prevail over any terms contained in the order or booking. Any terms or conditions stipulated on the order form or elsewhere by the Buyer are void insofar as they are inconsistent with these Terms and Conditions, unless agreed in writing by the Publisher.

1.10. The Publisher reserves the right to change the terms and conditions at any time and the Buyer should revisit the terms and conditions before it places an order or makes a booking for an Advertisement or Campaign at www.conespsys.com to ensure that it is fully aware of the current terms and condition.

1.11. Neither party may assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

1.12. Calls to and from the Publisher may be recorded.

1.13. Apart from the Advertiser (if not a direct party to this Agreement), no person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

1.14. Any modification of this Agreement shall be effective only if agreed in writing and signed by both parties and the intention to amend this Agreement is clearly expressed.

1.15. If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction it shall be deemed to have been deleted without affecting the remaining provisions.

1.16. The Buyer may not assign or otherwise transfer any of your rights or obligations under these terms to any other person without Conespsys Limited's consent. Conespsys Limited may assign or otherwise transfer any of its rights or obligations under these terms without the Buyer's consent.

1.17. The terms of the Booking Confirmation and this agreement record the entire agreement between the Buyer and Conespsys Limited relating to the matters dealt with in this agreement and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.

1.18. The information in this Proposal and all matters connected with and relating to the Proposal are to be treated as Confidential Information. The Recipient/Client/Buyer agrees to maintain the confidence of the Confidential Information; prevent the unauthorised use or dissemination of the Confidential Information; and return to Conespsys Limited or, if necessary, erase all Confidential Information immediately on being asked by Conespsys Limited to do so.

1.19. Notwithstanding any other provision to the contrary, the Publisher shall have and shall retain complete editorial control in relation to all editorial content forming part of the Campaign. This is a paramount right.

1.20. Where the Publisher is creating the Advertising Copy, the Publisher shall supply any Advertising Copy to the Advertiser for the Advertiser's comment and feedback (such feedback to be given to the Publisher within the deadlines notified to the Advertiser in writing by the Publisher in each case).

1.21. Notwithstanding any other provisions of this Agreement, the Publisher has final editorial approval over all mast heads, straplines, page design, position and location, display dimensions, framing, display environment, graphics used, colours, manner of display, fonts style and size, visibility, text alternatives and tags and other computer language coding; and

1.22. Conespsys Limited reserves the right to promote advertisers in editorial format at Conespsys Limited's own discretion.

1.23. All photography and editorial copy can be purchased from Conespsys Limited at standard advertising rates provided by the publisher (Conespsys Limited).

2. STATUS OF BUYER

2.1. The party placing the order for the Advertisement ("Buyer") shall do so as principal at law. This is regardless of whether that party is the Advertiser itself or is the Advertiser's advertising agency or media buyer or is acting for the Advertiser in some other representative capacity. Therefore under this Agreement, the Buyer shall have full liability for all obligations of both the Buyer and of the Advertiser.

3. RIGHTS OF THE PUBLISHER

3.1. Conespsys Limited can reject advertising at any time for any reason. Conespsys Limited can withdraw advertising or withdraw publications from the public at any time and for any reason. Conespsys Limited is not liable to the Buyer if it does reject the Buyer's advertising, withdraw the Buyer's advertising or withdraw a publication that contains the Buyer's advertising.

3.2. Advertising material must be supplied as per agreed deadline at time of booking. All advertising material is subject to editorial approval. This deadline allows advertisers time to amend the material if it does not comply with industry standards.

3.3. Conespsys Limited will try to place the Buyer's advertising in the position that the Buyer requests, but it cannot always do so. Conespsys Limited is not liable to the Buyer if the Buyer's advertising does not appear in the place that the Buyer requests.

3.4. Conespsys Limited takes all reasonable endeavours to run bonus space in the magazine issue as agreed, however it reserves the right to move bonus space into a future issue if deemed necessary.

3.5. If the Buyer's advertising is editorial in style, Conespsys Limited can add the word "advertising" above or below the advertising.

3.6. The Publisher may change the format of any of its publications, its advertisement rates and technical and other specifications for each of its different publications and form of media at any time and may vary or apply differing rates and specifications accordingly.

3.7. The Publisher gives no warranty or guarantee in relation to:

3.7.1. date of Insertion nor position or location of the Advertisement;

3.7.2. quality of the colour or mono reproduction of any Advertisement;

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3.7.3. the availability or the absence of technical or other disturbances on the internet;

3.7.4. the attendance or response rate or take up for any event, or direct mailing or email campaign or coupons or other form of Advertisement nor the number of clicks or page impressions or unique views for any online activity (unless otherwise specified in writing in the Campaign Schedule);

3.8. In the event of any problem arising in relation to the foregoing the Buyer accepts that the Publisher shall not be obliged to give any compensation or refunds in such instances.

3.9. All orders and bookings are subject to change or cancellation due to production, promotions and editorial schedules. The Publisher reserves the right to decline any order or booking or decline to publish any Advertisement or decline to undertake any Campaign activity.

3.10. Without limiting the generality of clause 3.9, where the Publisher has unusual or unexpected business needs (for example, newsworthy events or other special events, such as outbreak of war, major disaster, terrorist attack or other urgent or important news item), the Publisher has the right to postpone the publication, display, delivery, insertion, and/or distribution of any Advertisement or any Campaign item for a temporary period and the parties shall in good faith negotiate and agree alternative dates for the relevant activity, both parties acting reasonably. Any dispute shall be subject to clauses 13.1 and 13.2.

3.11. In relation to on-line Advertisements, without prejudice to the Publisher's other rights and remedies, at any time and without giving advance notice to the Buyer, the Publisher may permanently or temporarily move, remove or edit and Advertisement.

3.12. The Publisher may syndicate any Advertisement which may be incidental to a content syndication arrangement which the Publisher may have with a third party.

3.13. The Publisher may show and/or display the Advertisement and/or the Campaign for internal purposes and for marketing its services to other prospective advertisers, including in any public relations materials and direct marketing materials.

3.14. All advertisements are accepted subject to the Publisher's approval, without prejudice, in every respect with regard to material, layout or otherwise and may be modified or altered at the Publisher's discretion if the material supplied is not in accordance with the specifications.

3.15. The Publisher takes no responsibility for incorrect placement of material provided by the Advertiser that is not accompanied by specific material instructions. The cost to the Publisher of making good any such material shall be paid by the Advertiser to the Publisher on demand.

3.16. The Publisher shall not be responsible for any loss or damage consequent to the failure of an advertisement to appear in accordance with the instruction given by the Advertiser.

3.17. All advertising material must be supplied to the Publisher in accordance with the specifications by the Advertising Deadline. If material is not supplied by the Advertising Deadline, the Publisher reserves the right to repeat the most recent material. Alternatively, the Advertiser or his agent will be charged for the advertising space as contracted and the space will be filled at the Publisher's discretion.

4. PAYMENT TERMS AND CHARGES

4.1. The Buyer shall pay the Charges together with any associated agency commission without deduction or set off.

4.2. All sums payable under this Agreement are exclusive of any value added tax that may be payable by either party and refer to UK editions only. Value added tax will be added to the sum payable on the invoice at the relevant rate on the date of invoicing.

4.3. In the absence of any other specific arrangement between the Publisher and the Buyer (as evidenced in writing), payment in respect of the Advertisement and any item of the Campaign is due in advance of publication.

4.4. The Booking Confirmation will contain the amount that the Buyer has to pay for the advertising (Fee). Conseqsys Limited will provide the Buyer with an invoice stating the Fee payable.

4.5. The Buyer must pay the Fee within the terms set by Conseqsys Limited. The Buyer cannot alter the Fee, even if the Buyer feels that the advertising was not placed or published in the manner that the Buyer expected.

4.6. Payment shall mean the receipt by the Publisher at its principal place of business (or elsewhere as it may direct) of cash or a cheque of cleared funds or at its bank of moneys transferred electronically in cleared funds or through the clearing banks' giro credit system in cleared funds. The Publisher reserves to itself a right to recharge the Buyer any charges it incurs resulting from the Buyer's chosen method of payment.

4.7. If the Buyer is registered for VAT in a member state of the European Union other than the United Kingdom and wishes to be invoiced by the Publisher with VAT charged at a rate of zero or such other rate as may be lower than the standard rate of VAT for the time being in force in the United Kingdom, the Buyer must with its order furnish the Publisher with the Buyer's VAT registration number in its member state.

4.8. Although the Publisher makes every effort to render invoices in the ordinary course, payment for the Advertisement and the Campaign shall be made as aforesaid whether or not the Buyer shall have received the Publisher's invoice or provided the Publisher with an order number at the time the Advertisement or item of the Campaign was booked.

4.9. Any overdue payments of the Charge and other monies payable under this Agreement shall bear interest at the rate of 4% above the base rate of the Bank of England (or such other bank as nominated by the Publisher from time to time) (such rate to be calculated monthly on a compound basis). Interest shall accrue on and from the day on which payment was due until the day when payment is actually made (both before and after any judgment) or until payment is accepted by the Publisher as the case may be. In the event of late payment by the Advertiser, the Publisher reserves the right to temporarily suspend the series until payment has been made.

4.10. As part of its normal business procedures the Publisher reserves the right to make searches and/or other enquiries about the Buyer using the services of credit reference agencies. The Buyer acknowledges that such enquiries may be made and that agencies may keep copies of the searches which will be shared with other parties.

4.11. Where the Buyer is the Advertiser's advertising agency or media buyer or is acting for the Advertiser in some other representative capacity, notwithstanding clause 2.1, the Buyer hereby grants to the Publisher the right of subrogation of all and any debts owed by the Advertiser to the Buyer in relation to or associated with the order or booking for the Advertisement made with the Publisher. Should the Publisher exercise its rights of subrogation, it shall be without prejudice to any of its other rights or remedies available under this agreement or the general law.

4.12. Where upfront payments are agreed between the Publisher and the Advertiser for a series or for a series in two or more sister publications, the invoice will be issued within 7 days of the order being accepted. Raised invoices must be settled 14 days prior to the planned date of publication of the advertisement and/or campaign, at the latest.

4.13. Unless otherwise agreed, when the Advertiser agrees to place one or more advertisements in one or more publications, an invoice for the first of these issues will be raised within 7 days of the order being accepted. Such invoices must be settled 14 days prior to the planned date of publication of the advertisement and/or campaign, at the latest. Invoices for future issues will be raised at the time of publication. Unless queries are raised within 7 days of invoice, the invoice will be deemed to have been accepted. Raised invoices must be settled 14 days prior to the planned date of publication of the advertisement and/or campaign, at the latest.

4.14. The person who either signs the order form or confirms the online order on behalf of the Advertiser (the 'signatory') agrees that, if the Advertiser fails to pay the Publisher, the signatory will be personally liable to pay all amounts due and unpaid by the Advertiser to the Publisher under this contract and this liability will not be discharged by any time or other concessions given by the Publisher to the Advertiser.

4.15. The placing of an order with the Publisher by the Advertiser will be deemed to be an acceptance of these terms and conditions by the Advertiser.

4.16. All Advertisements are accepted on the basis that they will be paid for at the applicable rates set out in the applicable rate card on the date of publication. Conseqsys Limited may change its rates at any time by publishing the modified rates at <http://www.conseqsys.com/contact-us/advertise-on-conseqsys-media/advertising/>. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

4.17. Conseqsys Limited will provide services only on a pre-payment basis, with receipt of cleared funds prior to the booking being confirmed.

4.18. Information provided by Client to Conseqsys Limited shall be up-to-date, accurate and specific at the time of establishment of a given Booking Order or of the online order request. Client shall be solely responsible for providing clear, unequivocal instructions regarding invoicing and transmittal of any required documentation, in addition to, but not limited to any specific mention of cost centres, budget centres, and the use of any specific delivery address or addresses for Booking Orders and Invoices. Client shall be solely responsible for providing clear, unequivocal procurement procedures, if any such procedures are required to be applied, at the time of establishment of a given Booking Order. Conseqsys Limited shall accept no responsibility and no liability incurred by the furnishing of obsolete, superseded, inaccurate and/or equivocal information, addresses, procedures and any other relevant information by Client.

4.19. Upon receipt of a Booking Order (or receipt of the online order form, filled out by Client within the Conseqsys online booking request system), and subject to availability of advertising space for the requested issue(s), an electronic invoice will be sent to Client. Invoices shall be issued electronically only. Any requested hard copies of invoices and/or statements of account shall be invoiced at a fee per invoice, for postage and administration fee. Booking Order will be formally confirmed by email, subject to availability of advertising space and upon receipt of payment.

4.20. To the extent that Client is required by the law of any country where it operates to withhold compensation due to Conseqsys Limited services to satisfy any obligation of Conseqsys Limited for taxes due in such a country, Client shall give prior notice to Conseqsys Limited of Client's intention to withhold and shall notify Conseqsys Limited promptly of the amount to be withheld and Client agrees to pay on a timely basis the amounts so withheld over to the applicable taxing authority, on behalf of Conseqsys Limited, and to provide Conseqsys Limited with any tax receipts (originals, if possible) or other reliable evidence of payment issued by the taxing authority.

4.21. Client shall gross-up the payments to Conseqsys Limited such that Conseqsys Limited will be in the same position as if the locally applied withholding tax had not been applied. In such circumstances, Conseqsys Limited will issue Client invoices which will be grossed-up to include any locally applied withholding tax. Client agrees to pay on Conseqsys Limited's behalf any such withholding taxes assessed.

5. INTELLECTUAL PROPERTY AND COPYRIGHT

5.1. The Service is the property of Conseqsys Limited. Conseqsys Limited retains the right to bar any individual or entity from the Service. Accessing the Service after being barred shall constitute an act of trespass. The Service and all materials published therein, including but not limited to articles, graphical images, interactive applications, audio clips, and video clips and PDF files (collectively, the "Content"), are protected by copyright and are owned by Conseqsys Limited. The Buyer may not modify the Content or re-publish, re-transmit, or otherwise distribute directly or via links any Content to any third person or third party except for the Buyer's non-commercial use, as permitted by the license granted above.

5.2. The Buyer warrants that it has and it has secured for the benefit in relation to the Publisher all necessary, licenses, permissions, clearances, consents, right, title, interest and Intellectual Property Rights for in relation to the Buyer Materials and, where relevant, in relation to any Promotion, including any trade marks and branding of the Advertiser to enable the Publisher to perform and meet its obligations and enjoy its rights and benefits under this Agreement.

5.3. If the Publisher has agreed to provide the creative work for the Advertisement or Campaign, all Intellectual Property Rights in and to all Content owned by or created by the Publisher pursuant to this Agreement (but not the Buyer Materials) are reserved to the Publisher and shall remain under the exclusive ownership of the Publisher, or its licensors (as the case may be).

5.4. The Buyer shall not use and shall not permit any other person to use any of the Publisher's Intellectual Property without the prior written consent of the Publisher. Such consent may be given or withheld, and if given, may be given upon such terms and conditions (including as to payment) determined in the Publisher's absolute discretion.

5.5. If the Buyer proposes to use any Content developed by the Publisher outside the advertising Campaign proposed in the order (whether during the Term, or following the expiry of the Term), then such use may only take place provided that appropriate remuneration and licensing provisions are agreed in writing between the parties in advance.

5.6. The Buyer shall promptly inform the Publisher of any suspected unauthorised use of the Publisher's intellectual property referred to in Clause 5.3.

5.7. The Buyer shall direct any notices of claimed copyright infringement to Conseqsys Limited at: dctribune@conseqsys.com or contact@conseqsys.com.

5.8. The Publisher has the sole right to decide what action (if any) to take in relation to any unauthorised use referred to in clause 5.6 and sole control of the conduct of all proceedings and shall do so at its own expense. If requested, the Buyer shall give the Publisher all reasonable assistance to enable it to do so.

5.9. The Publisher may disclose the Buyer's and/or the Advertiser's identity to any third party who is claiming that any material submitted by the Buyer is in breach of any of the warranties set in clause 5.2.

6. INDEMNITIES AND LIABILITIES

6.1. This Agreement states the entire agreement between the parties with respect to the Service, and all prior or contemporaneous agreements are merged herein and superseded hereby.

6.2. Subject to clause 6.4, neither party shall be liable, whether in tort, contract or otherwise, for any loss of profit, opportunity, goodwill, anticipated saving, revenue and/or any other loss which is indirect, consequential or economic regardless of whether it was or was not foreseeable.

6.3. Subject to clause 6.4, the Publisher shall not be liable to the Buyer or the Advertiser, whether in tort, contract or otherwise, for any loss of profit, loss of opportunity, loss of goodwill or business loss incurred due to the non-

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insertion or shortfall in insertion of the Advertisement or running of or failure to run the Campaign.

6.4. Nothing in these conditions shall exclude or restrict either the Publisher's or the Buyer's liability for death or personal injury resulting from the negligence of the relevant party or of its employees while acting in the course of their employment or shall exclude or restrict either party's rights, remedies or liability under the law governing these conditions in respect of any fraud.

6.5. Subject to clause 6.4 and excluding the Publisher's liability in relation to matters arising under clause 13.1 (which is exclusively dealt with in clause 13.2), the Publisher's maximum aggregate liability for any loss or damage arising out of or in relation to any advertisement ordered by or on behalf of the Buyer whether in contract, tort or otherwise shall not exceed the 1½ times the total amount of the charges paid by or on behalf of the Buyer in relation to the Insertion Order.

6.6. Any advertiser liability shall be unaffected by the sale, transfer or termination of the business of the advertiser or by any change in the ownership thereof.

6.7. Consepssys Limited shall use its reasonable endeavours to reproduce Advertisements as provided by the Advertiser but cannot guarantee that the Advertisement will be of the same quality.

6.8. Consepssys Limited will not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of online advertising (including the Advertising Standards Authority).

6.9. If a booked Advertisement is not published at all solely due to a mistake on Consepssys Limited's part, Consepssys Limited will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

6.10. If the Advertisement as reproduced by Consepssys Limited contains a substantial error solely due to a mistake on Consepssys Limited's part, Consepssys Limited shall, on request, re-publish the Advertisement at no additional cost to the Advertiser. Consepssys Limited shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform Consepssys Limited of any errors and provide any necessary assistance to Consepssys Limited to prevent a repeat of the error.

6.11. In respect of Advertisements on the Websites, Consepssys Limited does not guarantee continuous, uninterrupted access by users of the Websites but will use reasonable efforts to provide this. In addition, Consepssys Limited will not be responsible for any failure or delay affecting production or publication of any newsletter or the transmission of the Websites and any Advertisements contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of Consepssys Limited.

6.12. For the avoidance of doubt, nothing in these Terms will limit or exclude Consepssys Limited's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.

6.13. Nothing in these terms and conditions shall affect the statutory rights of an Advertiser who is a consumer.

7. LIMITATION OF LIABILITY

7.1. To the extent permitted by law, under these terms or otherwise in connection with your advertising, and the publication of that advertising by Consepssys Limited:

7.1.1. Consepssys Limited excludes liability for all indirect, consequential or special losses or damages including loss or profits howsoever arising; and

7.1.2. The total liability of Consepssys Limited howsoever arising is limited to the supply of the relevant advertising again or the payment of the cost of having those services supplied again, whichever Consepssys Limited determines in its absolute discretion.

7.2. Consepssys Limited will not be liable to the Buyer or any other person for any loss of whatever kind suffered as a result of an advertisement not being available for publication or not being published where such event arises from any cause beyond Consepssys Limited's reasonable control.

7.3. The Site may contain links to other Web sites that are owned and operated by third parties. The Buyer acknowledges that Consepssys Limited Ltd is not responsible for the accuracy, content, or availability of information accessed or linked to through the Site, nor does the inclusion of any such link imply endorsement by Consepssys Limited Ltd of that Web site.

7.4. The Site includes Content concerning products, including product descriptions, usage information and reviews. All such material is provided for informational purposes only and does not imply any endorsement of any particular product or affiliation with any particular Vendor. The Buyer acknowledges that the Buyer is solely responsible for determining what, if any, Products are suitable for the Buyer's purposes and for any loss, liability, damage or costs you may suffer as a result of any purchases the Buyer makes.

7.5. The Publisher shall not be liable for any loss or damage suffered by the Publisher as a result of any total or partial failure (howsoever caused) of publication, distribution or availability of any Medium in which any Advertisement is scheduled to be included or for any error, misprint or omission in the printing of any Advertisement. In the event of an error or omission by the Publisher, which detracts materially from the Advertisement, the Publisher will either reinsert the Advertisement or relevant part of the Advertisement in a subsequent issue or make a reasonable refund or adjustment to the price paid by the Advertiser. No reinsertion, refund or adjustment will be made for any other error or omission or where the error or omission is the result of delivery of materials which do not comply with the Publisher's specifications.

8. CANCELLATION OR SUSPENSION OR AMENDMENTS

8.1. The Publisher shall not be bound by a stop order or cancellation or postponement of any Advertisement or the Campaign (or any element of it) unless the stop order, cancellation or postponement meets the requirements specified by Consepssys Limited.

8.2. The Buyer shall remain liable for payment for a stopped, cancelled or postponed Advertisement or the Campaign (or any element of it), if the relevant instruction is received by the Publisher after the deadline (even if such instruction is followed by the Publisher).

8.3. Advertisements cancelled before the booking deadline will incur no penalty.

8.4. Advertisements cancelled on or after the booking deadline shall be liable for 50% of the full amount agreed upon.

8.5. Verbal cancellations are not acceptable. Where a series discount (or other discount) has been given and the Advertiser cancels prior to publication of the complete series, the full rate for each unpublished issue shall immediately become due and payable. Where a discount has been given for payment in advance of publication and payment is not effected, the full rate shall become immediately due and payable.

8.6. The Publisher reserves the right to refuse, omit, alter or suspend an Advertisement at any time for good reason, without incurring liability towards the Publisher and shall notify the Advertiser as soon as possible. If such omission or suspension is due to the act or default of the Advertiser, the Advertiser or their respective servants or agents, then the Advertiser shall pay for the Advertisement in full notwithstanding that the Advertisement has not been published.

8.7. If copy instructions for artwork are not received by the copy date, no guarantees can be given that corrections will be made and the Publisher reserves the right to repeat the most appropriate copy.

8.8. Save where the position in the magazine is specified either on the Order Form or in email correspondence, the Publisher reserves the right to position advertisements in any position in the magazine.

8.9. Save where an exclusivity clause exists, the Publisher reserves the right to enter into agreements with competing businesses and run advertisements in any sector that it wishes.

9. BUYER'S MATERIALS

9.1. The Buyer shall submit to the Publisher all materials, content and information in relation to all Advertisements and/or the Campaign in advance of publication or display or delivery of any Advertisement or any item of the Campaign in accordance with the Publisher's deadlines and timescales, unless otherwise agreed by the Publisher. If the Buyer does not, Consepssys Limited may not be able to publish the Buyer's advertising and Consepssys Limited shall not be liable to the Buyer. The Buyer shall still be liable for the price quoted in the Booking Order Form.

9.2. The Material must be in the form that Consepssys Limited requires for the Publication in which the advertising is to be published. If the Buyer does not deliver the Material in the required form, Consepssys Limited may engage a third party to convert the Material to Consepssys Limited's requirements. The Buyer must, within 14 days, pay Consepssys Limited for the costs of the conversion, plus a handling fee of 10%.

9.3. The Buyer may request for the return of the Buyer's material from Consepssys Limited prior to the publication material deadline. The Buyer must pay the expenses incurred by Consepssys Limited along with the Buyer's Fee.

9.4. Consepssys Limited shall not be held responsible for colour matching. The Buyer is urged to note that with different software packages, colours may vary in publication. This is a process that is unavoidable and Consepssys Limited shall not be held accountable for any colour variations.

9.5. Whilst the Publisher shall exercise reasonable care in relation to the Buyer Materials, the Publisher will not be liable for any loss of or damage to any Buyer Materials.

9.6. Consepssys Limited may change the on sale date of Publications at any time without notice.

10. WARRANTY

10.1. The Buyer warrants that all Buyer Materials and the production, reproduction, publication and/or display of the Advertisement in any medium:

10.1.1. are factually correct, clear and conspicuous, and all claims can be substantiated and is not fraudulent, misleading or deceptive;

10.1.2. do not include or entail misleading actions, misleading omissions, aggressive commercial practices or actions that contravene the requirements of professional diligence or in any other way contravene the requirements of The Consumer Protection from Unfair Trading Regulations 2014;

10.1.3. comply with the requirements of all relevant laws, legislation including subordinate legislation, codes and rules of statutorily recognised regulatory authorities applicable in the United Kingdom, the European Union and any territory where the Advertisement is targeted, including the British Code of Advertising Practice and the codes, rulings, determinations and requirements of the Advertising Standards Authority;

10.1.4. do not contain, or contain links to, content which promotes or advertises illegal or immoral activity or product or conduct, including discrimination, illegal substances; pornography; racism, hate, "spam," mail fraud, pyramid schemes, gambling or gaming, firearms, military recruitment, political candidates;

10.1.5. is not libellous, defamatory, contrary to public policy, or otherwise unlawful in the United Kingdom and/or anywhere where the Advertisement is served or targeted;

10.1.6. do not infringe or violate any copyright, trade mark, any personal or proprietary right or the privacy or confidentiality rights of any person;

10.1.7. is not obscene, offensive, indecent, threatening, menacing, abusive;

10.1.8. do not contain any names or pictorial representation (photographic or otherwise) of any living person and/or any copy by which any living person is or can be identified, unless the Advertiser has obtained the consent of such living person to make use of such name, representation and/or copy;

10.1.9. do comply with any legal or moral obligations placed on the Publisher or the Advertiser wherever in the world;

10.1.10. will not, in any other way render the Publisher liable to any civil or criminal proceedings during and after the expiration of the Campaign and/or this Agreement; and

10.1.11. in relation to the Buyer Materials submitted to the Publisher, contains any virus or other harmful code or will otherwise impair or harm Consepssys Limited or Publisher's computer systems or any third party computer system.

10.2. Clause 10.1 shall not apply to the extent that the Publisher has altered or amended the content of the Advertisement without the prior written consent of the Buyer.

10.3. The Publisher may (at its discretion) disclose the Buyer's and/or Advertiser's identity to any third party who is claiming that any material submitted by the Buyer is in breach of any of the warranties set out in clause 10.1.

10.4. The Buyer warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder.

10.5. The Buyer shall indemnify and keep the Publisher indemnified against all claims, costs (including legal costs on a solicitor client basis), proceedings, demands, losses, damages, action, suit, expenses or liability whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these conditions or implied by law and against any claim made by the Advertiser against the Publisher arising from this Agreement and in relation to any breach by the Buyer of the Advertiser of any statutory duty.

10.6. Except as expressly set out in these conditions, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the Publisher are excluded insofar as it is possible to do in law.

TERMS AND CONDITIONS – SALE OF ADVERTISEMENT SPACE

11. DATA MANAGEMENT AND DATA PROTECTION

11.1. For the purpose of this Agreement:

- (a) Data Protection Laws means the Data Protection Act 1998 and the Data Protection Principles set out in that Act, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any associated regulations or subordinate legislation and any other applicable data protection and privacy legislation, regulations and guidelines applicable in any place territory where the Advertisement is targeted;
- (b) PECR means The Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, as applicable.

11.2. The parties agree that they will at all times comply with the provisions and obligations imposed by Data Protection Laws. All personal data acquired by either party from the other will be returned to the disclosing party on request.

11.3. Whilst the Publisher will use reasonable endeavours to forward to the Buyer any responses that it received to Advertisements from individuals wishing to contact the Advertiser regarding the Advertisement (subject to receiving the requisite consents from those individuals), the Publisher accepts no liability in respect of any loss or damage that arises (or is alleged to have arisen) as a result of any delay or omission in forwarding such responses.

11.4. Each party agrees to respond promptly to the other in dealing adequately with all enquires received relating to data protection.

11.5. The Buyer consents to the Publisher and any company within its group of companies using the information which it provides when inserting an advertisement to contact the Buyer and/or the Advertiser by email, facsimile, mail or telephone, about special advertising rates and features that the Publisher may offer from time to time. If the Buyer does not wish to be contacted by the Publisher or has any queries, the Buyer shall contact the Publisher.

11.6. The Buyer permits the Publisher to electronically tag and use such technology as the Publisher considers appropriate with the online content to enable the Publisher to collect such data as the Publisher requires or desires in relation to readership of or "clicks on" its content. Such data (but not any personal data) shall be made available to the Advertiser and Buyer.

11.7. Publisher owns all aggregated data (and the Intellectual Property Rights in such data) generated (e.g. via the placement of Cookies) by the online activity of users of:

- (a) Conseqsys Limited and any Audience Extension Inventory; and
- (b) mobile devices or e-readers (and their applications) upon which users access Advertisements;

collected by any third parties ("Usage Data").

11.8. The Buyer shall not use (including without limitation the creation, categorisation or re-targeting of data segments), or permit any third party to use Usage Data without:

- 11.8.1. having satisfied the Publisher's security approval process; and
- 11.8.2. the Publisher's prior written approval.

11.9. Under no circumstance shall the Buyer use/store, or permit any third party to use/store the Usage Data for more than 7 days.

12. BRIBERY ACT

12.1. Each party shall discharge all of its obligations under this Agreement and shall otherwise conduct all of its activities relating to this Agreement in accordance with the Bribery Act 2010, as amended from time to time and any subordinate legislation, rules, guidance and notes issued thereunder ("Bribery Act"). The Buyer must ensure that the Advertiser observes and complies with the provisions of this clause and the Bribery Act.

12.2. Without prejudice to the generality of clause 12.1, no party shall (whether by act or omission) commit any breach of the Bribery Act in connection with its activities relating to this Agreement nor request that the other party (or parties) (whether by act or omission) commit any breach of the Bribery Act (including, the payment of facilitation payments in order to secure customs clearance for deliveries).

12.3. Each party shall have and shall maintain in place throughout the Term adequate procedures under the Bribery Act, to ensure compliance with the Bribery Act, and will enforce them where appropriate.

12.4. Any breach by a party of this clause 12 shall constitute a material breach by that party of this Agreement which is not capable of remedy and in such circumstances, the other party shall be entitled at its discretion (subject to clause 12.5) to immediately terminate this Agreement (together with any or all other agreements from time to time in force between the parties) by service of written notice on the party in breach.

12.5. When exercising any right of termination available under clause 12.4, the applicable party shall act in a reasonable and proportionate manner having regard to matters such as the gravity of the breach in question; the identity of the person responsible for that breach; and whether in the circumstances, action other than termination of this Agreement would be appropriate.

13. DISPUTES

13.1. Any matter of complaint, claim or query must be raised with the Publisher in writing within seven days following:

- 13.1.1. In the case of any Advertisement, the date of publication or display of the Advertisement or the date on which it is claimed the Advertisement should have appeared;
- 13.1.2. In the case of any other item of the Campaign, the date of the delivery of the particular item within the Campaign or the date on which the Buyer claims the item of the Campaign should have been delivered;
- 13.1.3. In the case of a disputed invoice, the date of the receipt by the Buyer of the disputed invoice.

13.2. The Publisher's maximum liability for any complaint, claim or query referred to in clause 13.1 is limited to giving a credit for its charge for the advertisement or (in an appropriate instance) of publishing the Advertisement or redelivering the Campaign item for a second time without charge. Any complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Charges for that item and all other Campaign items. Once any dispute in respect of any item of the Campaign has been resolved, payment for that item will, if the original due date has then already passed, be due within three working days.

14. MISTAKES AND ERRORS

14.1. The Buyer must check the correctness of each and every Advertisement and/or the details of the Campaign. In the case of multiple or repeat Advertisements, the Publisher assumes no responsibility for the repetition of an error unless the Buyer has notified the Publisher immediately after the error occurs and before the Publisher's deadline for the next Insertion or publication or display or delivery of a Campaign item.

15. DISCLOSURE OF COMMERCIAL RELATIONSHIP

15.1. By signing and issuing the Purchase Order or Booking Order Form, and/or submitting a Request for Booking and/or by effectively paying Conseqsys Limited for an Advertisements and/or Campaign, the Buyer agrees to allow Conseqsys Limited to disclose the existence of a commercial relationship between the Buyer and Conseqsys Limited, unless otherwise specified by the Buyer.

16. CONFIDENTIALITY OF DISCOUNTED FEES

16.1. Any information pertaining to discounted fees proposed by Conseqsys Limited to the Buyer shall not be disclosed, directly or indirectly, to any third party.

17. TERMINATION

17.1. A party (other than the Defaulting Party) may terminate this Agreement at any time by written notice to the other party if any of the following apply:

- 17.1.1. a party ("Defaulting Party") fails to carry out any provision of this Agreement, the failure is capable of remedy and the Defaulting Party does not remedy that failure within 7 days after written notice to the Defaulting Party requiring it to be remedied;
- 17.1.2. the Defaulting Party fails to carry out any material provision of this Agreement and the failure is not capable of remedy;
- 17.1.3. the Defaulting Party breaches a warranty given in this Agreement or a warranty given by the Defaulting Party in this Agreement is materially incorrect;
- 17.1.4. it becomes unlawful for the Defaulting Party to perform its obligations under this Agreement;
- 17.1.5. a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, bankruptcy or dissolution of the Defaulting Party or the Defaulting Party stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- 17.1.6. the Defaulting Party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or a receiver is appointed over the Defaulting Party or its assets or any part thereof or a resolution is passed for such appointment or an administration order is made in relation to the Defaulting Party.

17.2. On termination of this Agreement each party retains its rights against the other parties in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

17.3. On termination the Buyer shall be liable for payment of all Charges as referred to in clause 8 (cancellations), as if a cancellation has taken effect.

17.4. Upon expiry or termination of this Agreement for any reason, each Party shall promptly deliver to or otherwise dispose of as directed by the other Party or its duly authorised representative any and all materials and property belonging or relating to the other Party and all copies of the same.

18. ELECTRONIC COMMUNICATIONS

18.1. The parties may communicate with the other by electronic means using the following protocol:

- (1) The user identification of a sender contained in an electronic communication must be sufficient to verify the identity of the sender and the authenticity of the communication;
- (2) An electronic communication sent containing the user's identification and establishing the user as its originator and has the same effect as a document containing the user's written signature; and
- (3) An electronic communication, or any computer printout of it, is proof of the authenticity of the original document of the electronic communication.

19. INSURANCE

19.1. The Buyer shall ensure that at all times it has sufficient insurance to cover all its liability under this Agreement and in law, including public liability insurance where a public event forms part of the Campaign. Upon request, the Buyer shall produce copies of the insurance policy to the Publisher confirming the insurance.

20. DURATION

20.1. This Agreement shall become effective as of the date of signature of the Purchase Order or the Booking Order Form by the Buyer and shall continue in effect thereafter unless either party terminates this Contract prior to the payment deadline. Neither party shall, by the termination of this Contract, be relieved of its respective obligations and liabilities arising from or incident to services already performed or services already undertaken under Purchase Order(s) or the Booking Order Form by the Buyer entered into pursuant to this Contract.

20.2. If a condition of "force majeure" is declared by Conseqsys Limited, then Conseqsys Limited may cancel the rendition of services pursuant to the affected Purchase Order or the Booking Order Form, but not necessarily terminate this Contract, by written notice as defined in this Agreement.

21. SURVIVAL OF TERMS

21.1. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

22. FORCE MAJEURE

22.1. Conseqsys Limited shall not be liable to the Buyer for failure to perform any of its obligations under this Contract and/or any Purchase Order and/or any Booking Order Form entered into pursuant thereto, when performance is hindered or prevented due to force majeure. For the purposes of this Contract, "force majeure" shall mean causes which are unpredictable, irresistible, and beyond the reasonable control of Conseqsys Limited which could

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not have been avoided or prevented by reasonable foresight, planning and implementation. Such causes shall include acts of God, war (declared or undeclared), insurrections, hostilities, strikes (other than strikes by such party's employees, which strikes shall be deemed not to be a force majeure event), lockouts (other than lockouts by such party of its employees which lockouts shall be deemed not to be a force majeure event), riots, fire, storm, and interference or hindrance of governmental authority.

22.2. In the event whereby Client would be unable, in whole or in part, to carry out his obligations under this Agreement and/or any Purchase Order entered into pursuant thereto, Client shall promptly give written notice to that effect to Consepsys Limited stating in reasonable detail the circumstances underlying such force majeure.

22.3. If Client claims force majeure, Client shall diligently use all reasonable efforts to remove the cause of such force majeure, shall promptly give written notice to Consepsys Limited of the termination of such force majeure, and shall resume performance of any suspended obligations as soon as reasonably possible after termination of such force majeure.

23. GOVERNING LAW AND SUBMISSION TO JURISDICTION

23.1. This Contract shall be governed by and construed in all respects in accordance with English law. Client agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Contract.

24. WAIVER OF CONTRACTUAL RIGHT

24.1. The failure of Consepsys Limited to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Consepsys Limited's right to subsequently enforce and compel strict compliance with every provision of this Agreement.