

## TERMS AND CONDITIONS OF YOUR BOOKING

1 **Scope of Agreement:** These are the conditions of the contract between you, the Client (“You” and “your”) and Net Resources International (“Net Resources International”, “we”, “us” and “our”) governing your use of our services, including use of advertising space on our website as set out in your purchase order/e-booking form. This agreement constitutes the entire agreement between Net Resources International and you. All prior agreements, understandings and negotiations and representations (save for fraudulent misrepresentation) whether oral or in writing are cancelled in their entirety. The terms of any other electronic communications will not form part of this agreement.

2 **Content and Artwork Responsibility:** You are responsible for providing us with all text and illustrations by the copy date set out in your purchase order/e-booking form. You will receive a proof of the advertisement for your approval and any changes must be sent to us in writing by the return date shown on the proof. Changes not communicated by the return date will cause us to assume proof approval. You may change all elements of your copy twice in each renewed period (Clause 8) by written consent from us. We reserve the right to repeat standing copy or obtain copy to be published should the copy deadline fail to be met. If the advertisement materials are provided in a different form to that specified then you will be responsible for any reasonable costs that may arise in preparing the material. Failure by you to supply the necessary copy for your placement in the form specified by the copy deadline indicated by us on the purchase order/e-booking form will not affect your payment obligations outlined in (4) below. We retain full editorial approval over the advertisement and positioning of this advertisement on our website will be at our sole discretion. We reserve the right to withdraw/ reject/ amend the material supplied by you for the advertisement which will not affect your obligation to pay for the advertisement in full. In using our services and any advertising space on our website you agree to abide by all applicable laws, regulations and codes of conduct and you will not engage in any activities relating to our services or the website that are contrary to such laws, regulations and codes.

3 **Rights:** In consideration of us providing our services to you, you assign to us with full title guarantee, for use throughout the world, the copyright (whether vested, contingent or future) in the copy supplied by you and all rights of action in respect of that copy. The above will not operate as an assignment of your trade marks, service marks and logos which will remain your property. However, you hereby grant to us a world-wide, non-exclusive, fully paid license to reproduce and display all trade marks, service marks and logos contained within the copy for the duration of the agreement.

4 **Invoice & Settlement:** Your advertisement duration will commence and an invoice, with applicable VAT, will be raised in accordance with this purchase order/ e-booking form (i) on publication or (ii) five (5) weeks after your order confirmation, whichever is soonest. Unless expressly agreed otherwise in writing, payment will be due 14 days from the date of invoice. Should your account fall overdue then interest will be charged at a rate of 3% per annum above Lloyd TSB’s base rate from time to time in force together with compensation for debt recovery costs pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002. Interest will be calculated daily from the due date to the payment date. In addition, we reserve the right in certain circumstances to modify our payment Terms to require full payment in advance and / or require you to provide such other assurances as we may require to secure your payment obligations.

5 **Warranty & Indemnity:** You warrant and represent to us that: (i) you have all necessary rights to grant the rights and licences set out in your contract with us; (ii) neither the copy material provided by you nor any material which you may be linked to through your advertisement will contain anything that is defamatory, obscene, false or misleading or which otherwise violates any intellectual property rights or rights of any person; (iii) use of the copy material provided by you will not violate any applicable law or regulation. You agree that there have been no guarantees made by us for this advertisement and that no employee of Net Resources International has made a promise or commitment that does not appear here. You agree to indemnify and hold Net Resources International and any of our officers, employees and agents harmless from and against all and any claims, liabilities, expenses, losses, costs or damages incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from any violation or infringement of third party rights, or any breach of any of these terms and conditions.

6 **Liability:** To the furthest extent permitted by law, we do not accept liability for any claims, liabilities, expenses, losses, costs or damages (including without limitation, damages for any consequential loss or loss of business opportunities and/or profits) however arising from the use of or inability to use the website, or any of its contents, or from action or omission taken as a result of using the website or any such contents. In addition we do not accept liability for any errors or omissions or claims for losses arising from any free of charge services. Our liability in contract, tort or otherwise arising out of or in connection with the Agreement shall not exceed the total Charges received by us from you for the Placement/s. Every care is taken to avoid mistakes but we cannot accept liability for any errors due to you, your third parties, sub-contractors or inaccurate copy instructions from any of the foregoing. Any agent who shall place an Advertisement with us shall be deemed jointly and severally liable with the

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Advertiser to us in respect of all matters including charges relating to the Advertisement and conditions therein contained.

7 Force Majeure: We will not be liable for any delay or failure to perform any obligation under this Agreement due to any event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labour dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of services and platforms used to operate our electronic media.

8 Term & Termination: This contract commences on the date we receive your signed purchase order/e-booking form and will continue initially until the first anniversary on which your advertisement commenced (see clause 4). The contract will automatically renew on the first anniversary and then on each subsequent anniversary for a further 12 month period ("renewed period"), unless you or Net Resources International has given the other valid notice to terminate. Either party not wishing to automatically renew their contract on the anniversary date must give at least one month's calendar notice before the anniversary date.

9 Cancellation: This advertisement booking represents a legally binding commitment between you, the advertiser and us; a cancellation may only be made with our written permission. If we agree to the cancellation then a fee of:

- i. 50% of the amount specified on your purchase order/e-booking form (plus VAT, if applicable) will be charged if the cancellation is received prior to your advertisement period commencing (see clause 4)
- ii. 100% of the amount specified on your purchase order/e-booking form (plus VAT, if applicable) will be charged if the cancellation is received after your advertisement period has commenced (see clause 4)

10 Suspension: In the event that you fail to pay any sums due to us under this contract, and such sums remain outstanding to us for more than forty five (45) days from invoice, we reserve the right in our absolute discretion to immediately (i) suspend your use of our advertising services and any materials we have provided under your contract and/or your advertising space on our website; and/or (ii) remove your advertisement(s) and all your materials (including without limitation your trade marks, logos and white papers) from our website. Upon your payment of any such outstanding sums owed to us, we may in our sole discretion allow you to resume any or all of the foregoing uses in relation to our advertising services and advertising space on our website, and shall inform you of our decision in writing. If your service with us should be reinstated and allowed to resume, then your contract period shall thereafter be the remainder of the subscribed period from the date of reinstatement until expiration (as if the contract had not been suspended). This shall not in anyway affect or prejudice our right to terminate the contract or any other rights or remedies available to us.

11 General: You may not resell, assign or transfer any of your rights under this contract without our written consent. Any attempt to resell, assign or transfer rights without our consent will entitle us to cancel the contract without liability to you. A person who is not party to this contract has no right under the Contracts (Rights & Third parties) Act 1999 to rely upon or enforce any terms of this agreement.

- Net Resources International is subject to the UK Data Protection Act 1998 and is registered in the UK with the Information Commissioner to process your personal information. Our primary goal in collecting personal information from you is to give you an enjoyable customised experience whilst allowing us to provide services and features that most likely meet your needs. We collect certain personal information from you, which you give to us when using our Sites and/or registering or subscribing for our products and services. We also collect certain personal data from other group companies to whom you have given information through their websites. The information provided will be held on our database and may be shared with other companies within the same Group. Occasionally your details may be made available to our external partners. If you do not want us to continue using this information please notify us at [unsubscribe@nridigital.com](mailto:unsubscribe@nridigital.com). Any personal information supplied to SPG Media Ltd as part of this registration process and/or any other interaction with SPG Media Ltd will be collected, stored and used by SPG Media Ltd its subsidiaries, related companies or affiliates in accordance with the SPG Media Privacy Policy. Please email [privacypolicy@nridigital.com](mailto:privacypolicy@nridigital.com) for a copy of the SPG Media Ltd Privacy Policy.

- This agreement is governed by English law and each party agrees that the courts of England will have non-exclusive jurisdiction to deal with any disputes arising out of or in connection with this agreement. Changes to this contract can only be made in writing. Printed terms and conditions in any additional documents issued by you or your agent will not be recognised as binding.

### Net Resources International White Papers Additional Terms& Conditions

12 White Paper Content and Artwork Responsibility: Upon booking your white paper you will be sent a username and password for you to upload your white paper insert. You are able to use your white paper for the period as set out in your purchase order/e-booking form. You are responsible for providing us with all text and illustrations within the white paper in a Pdf format. Failure to submit your white paper insert as set out in your purchase order/e-booking form will not affect your obligation to pay for your white paper insert in full. If the insert

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materials are provided in a different form to that specified then you will be responsible for any reasonable costs that may arise in preparing the material. We retain full editorial approval over the white paper inserts and the positioning of these inserts will be at our sole discretion. We reserve the right to withdraw/ reject/ amend the material supplied by you for the insert which will not affect your obligation to pay for the advertisement in full. You may change all elements of your white paper insert, after each renewed period (as defined in clause 8) by written request to us. We reserve the right to repeat existing white paper inserts after each renewed period unless expressly notified in writing of required changes by you. In using our services and any advertising space on our web site you agree to abide by all applicable laws, regulations and codes of conduct and you will not engage in any activities relating to our services or the e-newsletter that are contrary to such laws, regulations and codes.

13 White Paper Invoicing & Settlement: On release of your username and password, your advertising duration will commence, and an invoice, with applicable VAT, will be raised in accordance with this purchase order/e-booking form. Unless expressly agreed otherwise in writing, payment will be due 14 days from the date of invoice. Should your account fall overdue then interest will be charged at a rate of 3% per annum above Lloyd TSB's base rate from time to time in force together with compensation for debt recovery costs pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002. Interest will be calculated daily from the due date to the payment date. In addition, we reserve the right in certain circumstances to modify our payment Terms to require full payment in advance and / or require you to provide such other assurances as we may require to secure your payment obligations.

14 White Paper Cancellation: This purchase order/e-booking form represents a legally binding contract between you and us. A cancellation may only be made at our sole discretion and with our written consent. If we agree to a cancellation prior to invoicing then a fee of 50% (plus VAT if applicable) of the purchase order/e-booking form value will be charged payable 14 days following the date of our written permission to cancel. If we agree to a cancellation after invoicing then a fee of 100% (plus VAT if applicable) of the purchase order/e-booking form value will be charged payable 14 days following the date of our written permission to cancel.

### **Net Resources International E-Newsletter Additional Terms& Conditions**

15 E-Newsletter Content and Artwork Responsibility: You are responsible for providing us with all text and illustrations and white papers for your e-newsletter by the copy date set out in your purchase order/e-booking form. You will receive a proof of the advertisement for your approval and any changes must be sent to us in writing by the return date shown on the proof. We rely on you to return any proof corrections and accept no responsibility for their non-delivery. Changes not communicated by the return date will cause us to assume proof approval. Failure to provide advertising copy by the closing date outlined on this agreement, will not affect your obligation to pay for your e-newsletter insert, in full. If the insert materials are provided in a different form to that specified then you will be responsible for any reasonable costs that may arise in preparing the material. We retain full editorial approval over the e-newsletter inserts and the positioning of these inserts will be at our sole discretion. We reserve the right to withdraw/ reject/ amend the material supplied by you for the insert which will not affect your obligation to pay for the advertisement in full. Unless you instruct otherwise, we will continue to run existing advertisement copy where you have booked into multiple editions. You are entitled to change your copy at any time before the closing date for each future edition. In using our services and any advertising space on our e-newsletter you agree to abide by all applicable laws, regulations and codes of conduct and you will not engage in any activities relating to our services or the e-newsletter that are contrary to such laws, regulations and codes.

16 E-Newsletter Invoicing & Settlement: An invoice for the order items relating to your purchase order/e-booking form (plus VAT, if applicable) will be issued upon publication of each e-newsletter edition. Unless expressly agreed otherwise in writing, payment for the inserts of each e-newsletter edition will be due 14 days from the date of invoice. Should your account fall overdue then interest will be charged at a rate of 3% per annum above Lloyd TSB's base rate from time to time in force together with compensation for debt recovery costs pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002. Interest will be calculated daily from the due date to the payment date. In addition, we reserve the right in certain circumstances to modify our payment Terms to require full payment in advance and / or require you to provide such other assurances as we may require to secure your payment obligations.

17 E-Newsletter Liability: To the furthest extent permitted by law, we do not accept liability for any claims, liabilities, expenses losses, costs or damages (including without limitation, damages for any consequential loss or loss of business opportunities and/or profits) however arising from the use of or inability to use the e-newsletter or

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associated website, or any of its contents, or from action or omission taken as a result of using our e-newsletter or associated website or any such contents. In addition we do not accept liability for any errors or omissions or claims for losses arising from any free of charge services. We accept no liability for delays in delivery and / or non-delivery for reasons or circumstances beyond our control affecting production or delivery of the e-newsletter. We reserve the right to reschedule the e-newsletter and/or cancel the e-newsletter upon written notice to you. If the e-newsletter is cancelled, you will receive a full refund of your fee. Our liability in contract, tort or otherwise arising out of or in connection with the Agreement shall not exceed the total Charges received by us from you for the Placement/s. Every care is taken to avoid mistakes but we cannot accept liability for any errors due to you, your third parties, sub-contractors or inaccurate copy instructions from any of the foregoing. Any agent who shall place an Advertisement with us shall be deemed jointly and severally liable with the Advertiser to us in respect of all matters including charges relating to the Advertisement and conditions therein contained.

18 E-Newsletter Term & Termination: This contract commences on the date we receive your signed purchase order/e-booking form and will continue until the most recent publication date.

19 E-Newsletter Cancellation: This purchase order/e-booking form represents a legally binding contract between you and us. A cancellation may only be made at our sole discretion and with our written consent. Cancellation of a signed agreement prior to the closing date of each e-newsletter incurs a 50% cancellation fee. Cancellation after the closing date of each e-newsletter incurs a 100% cancellation fee. If we agree to a cancellation then the above applicable cancellation fee (plus VAT if applicable) of the purchase order/e-booking form value will be charged payable 14 days following the date of our written permission to cancel.