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24/7 Real Media Standard Terms and Conditions

The following terms and conditions (the "Standard Terms") shall be deemed to be incorporated into each Confirmation of Booking Form, insertion order or change/cancellation order (the "Booking Confirmation") concluded between 24/7 Real Media UK Limited ("24/7 Real Media") and the agency or client referred to on the Booking Confirmation (the "Advertiser"), forming the "Agreement".

1. TERMS OF PAYMENT: Unless otherwise specified in the Booking Confirmation, Advertiser shall pay 24/7 Real Media as follows:-

- a. Prepayment. Where Advertiser is either:
 - i. a client placing an advertising campaign directly, rather than through an advertising practitioner; or
 - ii. an advertising agency or other advertising practitioner which is not officially recognised by the Institute of Practitioners in Advertising ("IPA"),

then 24/7 Real Media shall be entitled to invoice Advertiser for, and require payment of, the Gross Cost of (A) the entire campaign, where it is of four weeks duration or less, or (B) half the campaign where it is of longer than four weeks duration, in advance of the commencement of the campaign. However, if an Advertiser which is officially recognised by the IPA effects prepayment as provided above, then it shall be entitled to a two per cent discount on the amounts which are thus prepayed.

- b. Payment in Arrears. For Advertisers which are not required to make prepayments, 24/7 Real Media shall be entitled to invoice Advertiser:
 - i. upon placement of the advertising of the campaign specified in the Booking Confirmation, or - where such placement is rendered impossible or more difficult by reason of any failure of Advertiser to perform any of its obligations under the Agreement promptly or at all - the date scheduled by 24/7 Real Media for such placement, in the case of advertising which has a price for such placement specified in the Booking Confirmation, or
 - ii. monthly, where the Booking Confirmation specifies that there are scheduled instalment payments for the relevant advertising programme.

Payment shall be due by Advertiser to 24/7 Real Media upon receipt of invoice.

- c. Non-payment. In the event of any failure by Advertiser to make payment, then:
 - i. Advertiser will be responsible for all reasonable expenses (including legal fees) incurred by 24/7 Real Media in collecting the unpaid amounts; and



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- ii. 24/7 Real Media shall be entitled to require Advertiser to pay interest at the rate of one percent (1%) per month (pro rated daily for part of a month) from the date when such payment became due until the actual date of payment.

2. POSITIONING, OBJECTIVES ETC: Except as otherwise expressly provided in the Booking Confirmation:-

- a. any proposed objectives, target audience or proposed tactics are indicative only, and 24/7 Real Media does not commit to any thereof, and
- b. positioning of advertisements on the medium where they appear is at the sole discretion of 24/7 Real Media or the controller of the medium where they appear ("Media Controller") on whose web page or other interactive medium the advertising appears.

3. PROVISION OF ADVERTISING MATERIALS: Advertiser undertakes to provide to 24/7 Real Media, at Advertiser's expense and at least five working days prior to the planned commencement date of the relevant advertising campaign, all creative and other materials which are to be included in the such advertising (collectively, "Materials"). The Materials shall be provided in such format, and by such means of submission, as 24/7 Real Media specifies from time to time. If the Materials are provided to 24/7 Real Media later than required in this Clause 3, then 24/7 Real Media shall be entitled to charge, and Advertiser shall pay (prior to the commencement of the relevant advertising campaign, unless otherwise agreed in writing by 24/7 Real Media), a surcharge specified at the time by 24/7 Real Media to compensate 24/7 Real Media for the additional, unscheduled work required as a result of late provision of the Materials. 24/7 Real Media shall be entitled to dispose of any Materials delivered to it unless acceptable prepaid return arrangements have previously been made between 24/7 Real Media and Advertiser. For the purposes of the Agreement, "working day" means a day other than Saturdays, Sundays and public holidays in England and Wales.

4. ADVERTISING AGENCIES: Where the Advertiser is an advertising (or other) agency placing advertising on behalf of a client, the Agreement then the client and Advertiser shall be jointly and severally liable hereunder. The entity signing the Agreement on behalf of Advertiser warrants that it is duly authorized and has the full power to bind the person or entity with the authority to place the advertising referred to in the Booking Confirmationthe Agreement, and agrees to indemnify and hold harmless 24/7 Real Media, each Media Controller, and any advertising representative of 24/7 Real Media or any Media Controller (all such entities, collectively, the " 24/7 Real Media Parties") and their affiliated companies and employees from any and all claims, losses, damages or costs arising out of any breach of the foregoing warranty. Advertiser shall be solely responsible for any commission or other payment due to any such agency.

5. RENEWAL: Except as expressly specified in the Booking Confirmation, any renewal, extension or change to the Booking Confirmation or any arrangement



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contained in it, and the acceptance of any other advertising order, shall be at 24/7 Real Media's sole discretion, and (for the avoidance of doubt) subject to such pricing as 24/7 Real Media may specify from time to time.

6. OWNERSHIP: As between 24/7 Real Media and Advertiser, all advertising and other material (in whatever form, whether represented visually, aurally or otherwise) created by or on behalf of or furnished by any 24/7 Real Media Party is and shall remain the property of 24/7 Real Media (without prejudice to any rights therein held by any Media Controller), including all copyright and other intellectual property rights therein. Advertiser shall not, and shall not authorise or permit, the reproduction or distribution, in whole or in part (whether by electronic, photographic or other means), of any such material without 24/7 Real Media's prior written consent.

7. NO ASSIGNMENT OR RESALE OF AD SPACE: Advertiser may not resell, assign or transfer any of its rights (including, without limitation, the right to place any advertising) or obligations under the Agreement without 24/7 Real Media's prior written consent, and any attempt to resell, assign or transfer any such rights or obligations shall result in immediate, automatic termination of the Agreement, without liability to 24/7 Real Media or other 24/7 Real Media Party.

8. USAGE INFORMATION: Advertiser acknowledges that 24/7 Real Media does not make any warranty or representation as to the number of impressions or click-throughs that any advertisement placed under the Agreement will or may achieve, except as may be expressly stated in the Booking Confirmation. Unless 24/7 Real Media agrees otherwise in writing, Advertiser shall not be entitled to access or use, and shall gain no rights in, any information collected by any of the 24/7 Real Media Parties relating to users of or subscribers to the medium in which the relevant advertising is placed (including, without limitation, personal identifiers, transactional data, click stream data, demographic information, and the like). Each party shall comply with such obligations (including, without limitation, any as to privacy, confidentiality or data protection) as it may owe to the user of or subscriber to the relevant medium.

9. DISCLAIMER; LIMITATION OF LIABILITY: No 24/7 Real Media Party makes any warranties or representations, express or implied, relating to any of the subject-matter of the Agreement except to the extent expressly provided in these Standard Terms or the Booking Confirmation. Specifically, and without in any way limiting the foregoing, no 24/7 Real Media Party represents or warrants that any advertisement(s) or other material will be displayed without interruption or error. Nothing in the Agreement shall limit 24/7 Real Media's liability to the customer for death or personal injury resulting from 24/7 Real Media's negligence. Except for such liability, 24/7 Real Media's aggregate liability in respect of all claims and actions arising under or in connection with the Agreement, whether in contract, tort (including, without limitation, negligence) or otherwise, shall be limited to damages the amount of which shall not exceed the total of all fees received by 24/7 Real Media pursuant to Clause 1 of these Standard Terms in respect of the advertisement(s) to which such claim or action relates or (at 24/7 Real Media's election) placement of such advertisement(s) at a later time in a comparable



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position; provided that in no event will 24/7 Real Media or any 24/7 Real Media Party be liable to the Customer or any other person for or in respect of any indirect or consequential loss or damage, or for any loss of data, profit, revenue, contracts or business howsoever caused (whether arising out of or in connection with any advertisement displayed under the Agreement, the manner in which any material is displayed, the failure to display any advertisement, or otherwise) even if the same was foreseeable by, or the possibility thereof is or has been brought to the attention of, any 24/7 Real Media Party. 24/7 Real Media is the only 24/7 Real Media Party that is a party to the Agreement, and no other 24/7 Real Media Party shall have any liability for any reason hereunder.

10. ADVERTISER REPRESENTATIONS; INDEMNIFICATION; Advertiser undertakes that it is and will continue to remain entitled to place, and to authorise the 24/7 Real Media Parties to place, the advertisement(s) referred to in the Booking Confirmation and the Materials in the manner contemplated in the Agreement. Advertiser also undertakes that the advertisements thus placed, the web-sites or other properties linked to from such advertisements, and the content of each thereof (including, without limitation, the Materials) do not and will not (a) infringe the any applicable law, rule, regulation, standard or code (including, without limitation, any promulgated by the United Kingdom Advertising Standards Authority or any equivalent entity in any jurisdiction in which such advertisement is accessible), (b) infringe the rights of any person or entity, nor require payment (including mechanical royalty or performing rights payments for use of music, union payments, rental right payments, author royalties or trade mark royalties) to be made by any 24/7 Real Media Party to any person or entity, or (c) contain any virus, worm, Trojan horse or other contaminant that may be used to access and modify, delete or damage any data file or other computer program. Advertiser agrees to indemnify and keep indemnified each of the 24/7 Real Media Parties and their respective officers and employees against all claims, demands, liabilities, costs and expenses, including reasonable legal fees on a solicitor and client basis, arising in connection with any breach of this Clause 10 or any other provision of the Agreement.

11. RIGHT TO REJECT ADVERTISEMENT: All Materials and other contents of advertisements are subject to the approval of each of the 24/7 Real Media Parties, which shall each have the right to edit, modify, reject or cancel any advertisement or Booking Confirmation, space reservation or position commitment at any time. In addition, each 24/7 Real Media Party shall have the absolute right to reject any link embodied within any advertisement.

12. CANCELLATIONS: Except as otherwise expressly provided in the Booking Confirmation, Advertiser may not cancel or terminate any Booking Confirmation. In the event that the Booking Confirmation permits such cancellation or termination, then any cancellation or termination which is notified to 24/7 Real Media five working days or less before the planned commencement of the advertising campaign in question shall give rise to a requirement for Advertiser to pay the Gross Cost of the entire campaign, and Advertiser agrees to pay such Gross Cost immediately upon demand by 24/7 Real Media.



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13. TERMINATION: 24/7 Real Media may immediately terminate the Agreement upon notice to Advertiser in the event of default by Advertiser in the payment of any invoice or any other breach of the terms of the Agreement. Upon such termination, all charges for services completed hereunder shall become immediately due and payable, including interest on any sums not paid when due, as provided in Clause 1 of these Standard Terms. Notwithstanding anything in the Agreement to the contrary, termination of the Agreement shall not release Advertiser from its obligation to make payment for all advertisements that have been displayed on site(s) under any Booking Confirmation, or for other charges provided for in the Agreement which are occurred, prior to the date such termination becomes effective. Advertiser may terminate the Agreement immediately on written notice to 24/7 Real Media in the event that 24/7 Real Media is in material breach of the Agreement, and such breach remains unremedied within thirty days after written notice given by Advertiser specifying the breach and requiring its remedy. Any termination of the Agreement shall be without prejudice to any rights accrued in favour of either party in respect of any breach committed prior to the date of (or giving rise to) such termination and to those provisions of the Agreement which are by their construction intended to survive such termination.

14. FORCE MAJEURE: Neither party shall be liable for any breach of the Agreement which results from matters beyond such party's reasonable control, provided that both parties shall work together to ameliorate the effects thereof.

15. TAXES: In the event that any taxes are required to be paid on the display of advertisement(s) or the amounts payable under the Booking Confirmation or these Standard Terms, such taxes shall be assumed and paid by Advertiser. Nothing in the Booking Confirmation shall prevail over any of these Standard Terms unless it is expressly stated to do so in such Booking Confirmation. The Clause headings in these Standard Terms are provided for convenience, and shall not affect the construction of the Agreement.

16. MISCELLANEOUS: The Agreement comprising these Standard Terms and the Booking Confirmation (i) shall be governed by the laws of England, without giving effect to principles of conflicts of law, and each party hereby submits to the non-exclusive jurisdiction of the English courts; (ii) may be amended only by written agreement executed by an authorised representative of each party; and (iii) comprises the entire agreement between 24/7 Real Media and Advertiser, superseding all prior agreements, representations (other than negligent or fraudulent misrepresentations) and statements by either party in relation to its subject matter. Notwithstanding that the 24/7 Real Media Parties, other than 24/7 Real Media, are not themselves party to the Agreement. Advertiser acknowledges that they shall be entitled to the benefit of those provisions which by their construction are intended to benefit them. Failure of any party to insist upon or enforce strict performance by the other party of any obligation under the Agreement or to exercise any right under the Agreement shall not constitute a waiver of such party's right subsequently to assert or rely upon such obligation or right.

