

ADCENTRE TERMS AND CONDITIONS

(A) INTRODUCTION

Before you join the Adcentre network as a Publisher (as defined below) you must agree to these terms and conditions by the method set out below.

(B) LICENCE ACCEPTANCE PROCEDURE

By ticking the acceptance box marked “I agree to the t&c”, you indicate acceptance of these terms and conditions and the limited warranty and limitation of liability set out in these terms and conditions. Such acceptance is either on your own behalf or on behalf of any corporate entity which employs you or which you represent (‘corporate user’). In these terms and conditions, ‘publisher’ or ‘you’ includes both the reader and any corporate user.

(C) LICENCE REJECTION PROCEDURE

You should therefore read these terms and conditions carefully before ticking the acceptance box marked “I agree to the t&c”. If you do not accept these terms and conditions, you should not tick the acceptance box and accordingly you will not have entered into a relationship with us whereby you would have joined the Adcentre network and been entitled to use associated services.

1. Definitions and Interpretation

In this agreement including the Schedules:

1. The following words and expressions have the following meanings, unless they are inconsistent with the context:

"Adcentre"	means Magnetise Media Limited 5-8 (a Company registered in England and Wales under company number 06411509) whose registered office is at the Sanctuary, London SW1P 3JS;
"Adcentre Extranet"	means the electronic network website at; http://adcentre.magnetisemedia.com/ and/ or http://adcenter.magnetisemedia.com/
"Adcentre Network"	means the network of Publishers who have agreed to display Ads served by Adcentre;
"Adcentre Tags"	means any code which Adcentre requires the Publisher to incorporate within Publisher Media including JavaScript and/or html code that a Publisher hard codes on their web pages or implements in an ad server that are used to serve Ads;
"Advertiser"	means any person, firm or company who has appointed Adcentre to place Advertisements on Publisher Sites;
"Ad"	means any graphical, digital, and interactive media content placed on Publisher Media by Adcentre (including without limit links, banner advertisements, text-entry boxes, in-games, buttons, boxes, email advertisements, skyscrapers, text, brand wraps and surveys, skins, podcast, applications, video, mobile, pre/ mid/post roll);
"Campaign"	means any campaign sponsored by an Advertiser for which Ads are to be served to Publisher Media;
"Commission"	means the commission and other sums payable to a Publisher by Adcentre in accordance with these terms and conditions;

"Confidential Information"	means all confidential information of a commercially sensitive nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind and relating to either party or its customers or suppliers and the Licensed Material including the existence and the contents of this Agreement and any trade secret of either party or their customers or suppliers but excluding any information which is in the public domain or which comes into the bona fide possession of a party by other lawful means;
"Data Protection Laws"	means the European Privacy Directive (Directive 2002/58/EC), the United Kingdom Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003 (and any subordinate legislation and any related codes of conduct) and any other applicable data protection or privacy rules and legislation in other jurisdictions as may be notified to us;
"Data Subject"	means any person who is the subject matter of a Lead;
"Intellectual Property Rights"	means any patent, copyright, database and database right, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), chip topography right, brand name, service mark, trade name, business name (whether registered or not), internet domain name, and any other rights in respect of any other intellectual property, whether registrable or not and wherever existing in the world and including all renewals, extensions and revivals and all rights to apply for any of the foregoing rights;
"Lead"	means personal contact details and other household data relating to a Data Subject obtained via an Advertisement which is licensed or otherwise made available to an Advertiser;
"Payable Event"	means any action generated by an Ad which an Advertiser has agreed will be payable which may include impressions, downloads, clicks, Leads (which are Valid), sales, media plays or other actions;
"Publisher"	means the owner or operator of any website or other digital media platform who has agreed to display Ads served by Adcentre;

"Publisher Login"	means the login and password supplied by us to enable you to login to and access the Adcentre Extranet;
"Publisher Promotion"	means an Ad placed on Publisher Media by a Publisher through Adcentre;
"Publisher Media"	means any media platform including any website or other digital platform owned or operated by the Publisher (including websites, microsites, applications, video, podcasts) which is served Ads by Adcentre;
"Publisher Revenue Share"	means an agreed percentage of the amount received by Adcentre from its Advertisers in respect of Payable Events;
"Valid"	means a Payable Event which meets the validity rules as agreed between us and the Advertiser, and as determined by us at our sole discretion.

2. all references to a statutory provisions shall be construed as including references to (a) any statutory modification, consolidation, amendment or reenactment (whether before or after today's date) for the time being in force (b) all statutory instruments or orders made pursuant to it; and (c) any statutory provisions of which it is a consolidation, reenactment or modification.
3. except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa; clause headings are for ease of reference only and do not affect the construction of this agreement;

2. The Adcentre Network

1. These terms and conditions set out the contract which applies between you, the Publisher, and us, Adcentre in relation to the display on or incorporation within Publisher Media of Ads served by Adcentre and the associated revenue sharing and other arrangements.
2. Before joining the Adcentre Network as a Publisher you are required to complete our application form, specifying (among other things) the nature of your business, the Publisher Media you wish to participate in the Adcentre Network, your bank details for commission payments and the advertising space within the Publisher Media which will be served Ads. We are under no obligation to accept any Publisher or Publisher Media for membership of or participation in the Adcentre Network, we also reserve the right to raise further enquiries at any time.
3. If your application is accepted then we will open an Adcentre account and registration and you will be provided with a Publisher Log-In.

3. Display of Advertisements

- 3.1 You, the Publisher, will determine with Adcentre, the parameters of the relevant advertising space within Publisher Media. You will be supplied with Adcentre Tags and you agree to incorporate those Adcentre Tags as necessary and as directed in relation to the Publisher Media. By entering into this agreement you agree that you control the Publisher Media and are authorized to incorporate such tags.
- 3.2 You are licensed only to incorporate Adcentre Tags in accordance with this Agreement, you may not at any time incorporate any Adcentre Tags on any Publisher Media or other media which has not been expressly approved by us. Copyright in Adcentre Tags shall remain and vest in us. From time to time, we may require customization of Adcentre Tags and other

elements within Publisher Media to ensure the Adcentre Tags are operational, Publisher agrees to cooperate with Magnetise to implement such customisations.

- 3.3 Adcentre will display Ads within placements which are defined by you and Adcentre. Adcentre may serve a single Ad or a number of Ads to a placement at the discretion of Adcentre and each placement may incorporate combinations of display advertisements, video, text-entry boxes, links and any other form of content. Adcentre supports standard sizes and formats which we may specify from time to time and we can also (on request) serve Ads for non-standard or custom sizes and (subject to clause 5 below) we also permit limited Publisher customization of certain creative elements.
- 3.4 You agree that Adcentre will determine, at its sole discretion, which Ads are served to Publisher Media. If you object to any Ad being displayed or if there are categories of Advertiser which you want to exclude then you must notify your Adcentre account manager. We may also (at our discretion) enable a feature which allows you to block an Advertiser through the Adcentre Extranet. Once you have notified us that you wish to block an Advertiser we will endeavour not to serve the Ads from that Advertiser to the relevant Publisher Media, However you accept that there may be some delay in removing the Ad or Advertiser and while we will use our reasonable endeavours to exclude a blocked Advertiser we cannot guarantee 100% compliance with a blocking request.
- 3.5 You agree that Adcentre shall be entitled to name you to Advertisers or prospective Advertisers as a Publisher and Adcentre will be entitled to a) allow given Advertisers or a given Ad to advertise on your Publisher Media (unless the Advertiser blocked in accordance with clause 3.4); or b) group your Publisher Media with other Publisher Media which participates in the Adcentre Network for the purpose of serving Ads to a group of Publishers; or c) serve Ads from any unblocked Advertiser to your Publisher Media d) provide your name and lists of Publishers to our Advertisers for the purposes of our marketing the Adcentre Network to Advertisers and Publishers.

4. Types of Ads

- 4.1 Adcentre supports a wider variety of marketing engagements than some other networks or advertising publishing systems and Adcentre Ads may include links and display advertisements, text-entry boxes, interactive video content, competitions, offers and applications. In addition Adcentre supports Publisher customized skins and 'in-house' marketing engagements for Publishers.

Additional specific terms relating to specific categories of engagement or Ad are set out below.

Text Entry and Lead Generation

- 4.2 Adcentre may serve Ads to Publisher Media which incorporate text-entry boxes for the purposes of lead generation. You accept that you as the Publisher will not own any rights in the data collected through such Ads (unless the Ad is a Publisher Promotion) and that all right rights belong to Adcentre or its Advertisers.
- 4.3 Our Advertiser terms require that each text-entry box includes a privacy policy and 'opt-in' in accordance with Data Protection Legislation but please note that responsibility for compliance with data protection legislation and marketing codes of conduct will vest in the Advertiser and Adcentre will not be liable for any failure on the part of an Advertiser to comply with Data Protection Legislation.

Video and Rich Media Content

- 4.4 Video and rich media content is supplied by our Advertisers and they accept responsibility for any video content including in relation to intellectual property rights, defamation, and compliance with relevant codes of conduct.

Offers and Competitions

- 4.5 Offers will be subject to the terms and conditions of the Advertiser. Adcentre requires that its Advertisers comply with relevant regulations and codes of conduct but Adcentre will not be responsible for any failure on the part of its Advertisers to comply with codes of conduct or consumer regulations.

Non-Revenue Ads

- 4.6 We may supply Ads from time to time which will not generate any revenue for Adcentre or the Publisher. For instance we may serve house Ads to promote the Adcentre Network and we may serve public service Ads for Government or not-for-profit organisations on a pro-bono basis. Such Ads will not be revenue generating and as such no Commission will be payable in respect of these Ads.
- 4.7 We may also conduct non-intrusive network level user research and profiling of Publisher Media and its users through Ads and such Ads will not be revenue generating. By entering into this agreement you agree that Adcentre may conduct such research through and in relation to Publisher Media (and Adcentre agrees to comply with Data Protection Laws in relation to any data it collects).

5 Publisher Customization and Publisher Promotions

- 5.1 Adcentre may allow you to customize certain creative elements or objects within agreed boundaries and may allow you to operate your own 'in-house' promotions. The terms set out below apply to customization. Unless expressly permitted by Adcentre the Publisher is not entitled to customize or vary the content of any Ad.

Customized Elements or Objects

- 5.2 You may, if permitted to Adcentre, customize certain types of creative element or object through the Adcentre Extranet. Customization may involve a Publisher message, or a Publisher skin/template skin, template title, colour or font size, font type, font style or any other customization which we permit from time to time.
- 5.3 Full customization of creative elements, objects or Ads by Publishers is not supported and customization is only available for certain creative elements for certain Ads and Advertisers. Any customization is subject to the continuing approval of Adcentre and its Advertisers and we reserve the right at any time without notice to refuse or remove any customization of any creative element or object for any reason, even if the customization is supported by Adcentre.
- 5.4 Permitted customization allows the Publisher to improve the aesthetics of the template or Ad placement to better fit into Publisher Media but such customization may not alter or customise the intended use or functionality of the Ad, any such customization must (i) not support, authorize, encourage, discourage, or confuse the advertising message (ii) not make any statement or incentive linked to the advertising offer (iii) not use any image or content protected by any form of Intellectual Property Right (iv) not contain any content which is illegal, defamatory, derogatory, provocative or offensive.

Publisher Promotions

- 5.4 You may be entitled, if permitted by us, to add your own Publisher Promotion to Publisher Media through Adcentre. All Publisher Promotions are subject to the approval of Adcentre and the right to add Publisher Promotions may be withdrawn at any time by us.
- 5.5 A Publisher Promotion may not be revenue-generating and must drive traffic back to Publisher Media and may not run for more than six months. Unless otherwise agreed, you will not be permitted to run more than five Publisher Promotions in each period of six months.
- 5.6 All Publisher Promotions for a given website, application or domain will be allocated to no more than 20% of Ad impressions for Publisher Media in any 24 hour period for that website, application or domain. For the avoidance of doubt if there is more than one Publisher Promotion then the maximum exposure for all Publisher Promotions on Publisher Media will be 20% of total impressions. For the avoidance of doubt Publisher Promotions are not distributed to the Adcentre Network and will only be displayed on Publisher Media.

6 Reporting and Revenue Share

- 6.1 Commission equal to the Publisher Revenue Share will be payable to you, the Publisher in accordance with the terms set out below.
- 6.2 The Publisher Revenue Share is payable based on the amounts actually received by Adcentre from advertisers. You agree that Adcentre is entitled to negotiate any revenue model it sees fit with its Advertisers provided that whichever model is chosen the Publisher Revenue Share will be paid to the Publisher. Revenue models may include cost-per-click, cost-per-impression, cost-per-lead, cost-per-action, cost-per-engagement or any other basis.
- 6.3 Adcentre and its Advertisers will determine what constitutes a Payable Event and the amount payable to Adcentre and the Publisher will, for the avoidance of doubt, not be entitled to dispute or amend either the applicable revenue model or the amount payable per Payable Event. Adcentre shall calculate and determine at its sole discretion the amount payable to you under this Agreement (including the Payable Events, the relevant statistics).
- 6.4 Our current default Publisher Revenue Share is equal to 65% of Adcentre's net revenue in relation to Publisher Media but this share may be varied from time to time by us for certain Publishers and for certain Campaigns (at our sole discretion). The amount of the Publisher Revenue Share will be available on the Adcentre Extranet. In the event that a different Publisher Revenue Share applies this will be reflected within your publisher log-in. We can change this default rate at our discretion but will endeavour to communicate such changes. For some campaigns (for example, shorter promotional campaigns) you may receive a higher or lower Publisher Revenue Share than the default.
- 6.5 Where amounts in relation to the Publisher Revenue Share have been paid but the Payable Event for which the payment is made is subject to a later refund by Adcentre to the Advertiser (for instance if a Lead is declared fraudulent following payment by the Advertiser) or failure by the Advertiser to make payment then you agree to repay such amounts to us, and we reserve the right to set off such amounts against future payments of Publisher Revenue Share.
- 6.6 Adcentre reserves the right to withhold payment from Publisher if the Publisher engages in any activity that, in the reasonable opinion of Adcentre is deceptive, fraudulent or unlawful or in breach of applicable codes of practice.
- 6.7 No later than the 6th of each calendar month Adcentre will make available to you a report ("the Commission Report") setting out the commission payable to you in respect of Ads served to Publisher Media in the previous calendar month. Following receipt of such report you will invoice Adcentre and such invoice will be payable within 45 days. Adcentre also reserves the right at any time to make available all reports and payments through the Publisher's Adcentre Extranet account.
- 6.8 You agree and acknowledge that there is no guarantee that any minimum level of revenue, or any revenue, will be generated as a result of this agreement.
- 6.8 Adcentre assumes no responsibility for the payment of any income, corporation, or withholding taxes on behalf of the Publisher. The Commission Report will be made available to the Publisher and VAT (if applicable) will be payable in addition to the commission payable. Any other taxes or duties are the sole responsibility of the Publisher.

7 Publisher Obligations and Guidelines

- 7.1 You agree to comply with any directions or specifications which we may from time to time supply to you in order to enable the proper delivery, display and functionality of the Ads on or within Publisher Media.
- 7.2 You agree to comply with any Technical Guidelines which we supply from time to time in relation to the display of Ads, the incorporation of Adcentre Tags and other technical issues.

- 7.3 You will comply with all applicable laws, statutes, ordinances, regulations and codes of practice in conducting its business and performing its obligations under this Agreement including the applicable ASA, PCC and CAP codes of practice.
- 7.4 You will obtain and maintain throughout the term of this Agreement all licences, permits and registrations necessary or desirable in carrying on its business and exercising its rights or performing its obligations under this Agreement.
- 7.5 You will not do any act or thing which is or is likely to adversely affect the business, goodwill and reputation of Adcentre.
- 7.6 You will fully co-operate with us in order to give effect to this Agreement and promptly provide all such information as is within your possession, power or control as we may reasonably request.
- 7.7 Adcentre Tags may not be placed on pages receiving traffic from certain sources. For example, publishers may not participate in paid-to-click or incentive programmes (i.e. offering compensation to users for engagement or doing certain behaviour with an Adcentre Campaign or Ad), send unwanted emails or display ads as the result of the action of any software application. You agree to comply with Data Protection Laws and confirm you have affirmative (i.e. opt-in) consent or any email marketing or direct marketing and that an email address collected for third party marketing communication has been lawfully obtained and is compliant with Data Protection Laws. Additionally, you confirm all the private individuals whose names are included in the List Owner's database have been given adequate opportunity to object to the use of their data for third party marketing communications. The names of those private individuals who have objected to such use have been deleted from the Opt-in email list within 48hrs of the private individuals' request.

8 Intellectual Property Rights and Data Rights

- 8.1 You acknowledge that any and all Intellectual Property Rights and other proprietary rights of whatever nature in the Adcentre Network including its trademarks and software code shall at all times remain our property.
- 8.2 All Intellectual Property Rights (including database rights) of whatever nature in any content comprising an Ad or in any Leads or other data generated by an Ad (including data comprised in one or more Payable Event and any data generated by a non-Payable Event through the Ad) will belong to us and our Advertisers. The Publisher, will have no rights in any such Leads, data or Ad content.
- 8.3 You agree not to copy, sell, rent, lease, sublicense, transfer, distribute or otherwise make available any Adcentre Tags or Ad content to any third party or to translate, reverse engineer, decompile or disassemble the Adcentre Tags or create derivative works based upon the Adcentre Tags or Ad content or alter, destroy or otherwise change the Adcentre Tags or Ad content.
- 8.4 You agree that any and all data, including, but not limited to, personally identifiable information provided by individual web users in response to an Ad, is the sole and exclusive confidential information and intellectual property of Adcentre's Advertisers and that you will have no rights in any such data.

9. Data Protection and Cookies

- 9.1 We will use our reasonable endeavours to ensure that our Advertisers agree to comply with Data Protection Laws in relation to the collection and processing of the personal data through an Ad served to Publisher Media. However please note that responsibility for obtaining the appropriate consents from Data Subjects and for controlling the data rests with our Advertisers and we will not be liable for any breach of Data Protection Laws by our Advertisers.
- 9.2 To the extent that you as a Publisher process any personal data in relation to this Agreement you agree to comply with all Data Protection Laws.

- 9.3 You agree and acknowledge that we may use cookies and other methods to collect non-personally identifiable data in connection with Ads and Adcentre Tags placed on Publisher Media. To the extent that we collect any such non-personally identifiable data in connection with Adcentre Tags and Ads placed on Publisher Media, such information and data shall be owned by us. We do not store any personally identifiable data in the cookies. Users may learn more about our cookies and can opt out by referring [here](#).

10. Liability

- 10.1 Save as otherwise provided below our maximum aggregate liability under or in relation to this Agreement whether for negligence, breach of warranty, misrepresentation, or any other cause of action (including under any indemnity) shall be limited, to the Commission payable to you by us in the 24 month period immediately prior to such claim.
- 10.2 We shall not have any liability to you for (i) indirect, special or consequential loss; (ii) loss of revenue; (iii) loss of profit (whether direct or indirect); (iv) loss of business, opportunity or reputation; (v) loss of data; (vi) loss of anticipated savings (whether direct or indirect); (vii) any liability which you may suffer or incur to or in relation to any Data Subject.
- 10.3 We shall not be in breach of these terms, nor liable for any failure or delay in performance of any obligations under these terms, if we are unable to carry out our obligations under these terms or the carrying out of such obligations is delayed as a result of a events outside of our control PROVIDED THAT if the such events continue for a period of more than 3 months you may immediately terminate this agreement by notice in writing to us.
- 10.4 We do not exclude any liability for personal injury or death resulting from our negligence or for fraud or in respect of any other liability which may not be excluded or limited by the law applicable to this Agreement.

11. Term and Termination

- 11.1 This Agreement shall commence on the date hereof and shall continue for a minimum period of 12 months and may be terminated by either party giving 30 days prior written notice.
- 11.2 We may terminate this Agreement immediately by written notice to you (without liability) in the event that:
- a) you commit any serious or material breach of these terms (and, where the breach is capable of remedy, fails to remedy such breach within 15 working days after service of a written notice specifying the breach and requiring it to be remedied); or
 - b) you are insolvent, unable to pay your debts or subject to any form of insolvency or bankruptcy proceedings anywhere in the world;
 - c) you commit any act or omission which may reasonably be regarded as putting our Intellectual Property Rights or reputation at risk.
 - d) during any period of three consecutive calendars months during the term of this Agreement the average monthly commission payable to the Publisher is less than £200 per month

12 General

- 12.1 All communications from us ("Communications") with respect to these terms shall be delivered by email to the email address specified by you when registering for membership of the Adcentre Network or specified by you as a main contact email address during the term of this Agreement or first class post to your registered office address.
- 12.3 Except as otherwise stated in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act.

- 12.4 These terms and conditions may be amended at any time by posting a revised copy of the terms and conditions to the Adcentre Extranet. If you do not accept any revised terms then you must terminate your account by giving requisite notice and the previous terms and conditions will apply pending termination.
- 12.5 If any term or provision in these terms shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of these terms and the enforceability of the remainder of these terms shall not be affected.
- 12.6 You will ensure that all materials, the Partner Login and any user id's, passwords or other security information made available to you for the purposes of accessing the AdCentre Extranet or any other web-site or software of ours is kept confidential and not disclosed to any person (other than those of your employees and contractors who need to know) and is kept securely.
- 12.7 The construction, validity and performance of these terms shall be governed by the laws of England and Wales and will be subject to the jurisdiction of the courts of England and Wales.
- 12.8 For the purpose of this clause 12.6, "Pre-Contractual Statement" means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to these terms other than as expressly set out in these terms. These terms constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of these terms. Each of the parties acknowledges and agrees that in entering into the Agreement constituted by these terms it does not rely on any Pre-Contractual Statement. Each of the parties acknowledges and agrees that the only remedy available to it for breach of this Agreement shall be as set out in this Agreement and it shall have no right of action against any other party in respect of any Pre-Contractual Statement. This clause 12.6 shall not exclude liability which either party would have to the other party in respect of any statements made fraudulently by the other party prior to the confirmation of these terms or any rights which either of them may have in respect of fraudulent concealment by the other.
- 12.9 The relationship between you, the Publisher and us (and any of our employees or agents) does not constitute a partnership. You will not represent that you have any power, right or authority to bind, assume or create any obligations, expressed or implied, on behalf of us.