

These are the terms and conditions (version 0.8.1) referenced in and incorporated into the Insertion Order

1. CAMPAIGN BOOKINGS

- (1) We have agreed with You to publish Your marketing campaign (the "Campaign") in Our marketing network (Our "Publisher Network").
- (2) We will start publishing Your Campaign from the start date set out in the Insertion Order (the "Start Date"). You may delay the Start Date by up to six months from the original Start Date by notifying Us in writing. After the expiry of six months from the original Start Date, We shall not be liable to publish Your Campaign and Our obligations hereunder shall cease to apply. In the event that the Start Date is delayed, the End Date (as specified in the Insertion Order) shall be delayed on a like basis (unless agreed in writing between the parties)
- (3) Subject to Your rights under the remainder of this Clause, We will continue to publish Your Campaign until such time as the number of Views set out in the relevant MNV column of the Delivery table on the Insertion Order have been achieved. We will use Our reasonable endeavours to ensure that the relevant MNV is achieved prior to the End Date.
- (4) You may withdraw a Campaign Booking at any time. However withdrawal shall not, under any circumstances, prejudice Your obligation to pay to Us Our fees.
- (5) Unless set out otherwise in the Insertion Order We shall not knowingly publish Your Campaign Content on any website that publishes pornography, publishes obscene material, advocates the breach of intellectual property rights, publishes defamatory material, allows the placing of bets or casino-type gambling, advocates violence, advocates or commits illegal activity or incites negative discrimination on the grounds of sex, ethnicity, sexual orientation, disability or social standing or age.
- (6) Your Campaign must be obviously attributed to You or the relevant brand. In the event that We, in Our discretion, consider that there is inadequate attribution, We reserve the right to overlay the Campaign Content with attribution and/or include information located around the Campaign Content in order to attribute the Campaign Content to You or the relevant brand.
- (7) We will use Our reasonable endeavours in line with normal industry practice to ensure that each Engagement is a genuine user interaction. The reporting of Our statistics server shall be deemed definitive for all purposes under this Agreement.

2. CAMPAIGN CONTENT

- (1) You must provide Us with the content (the "Campaign Content") You wish Us to publish as part of Your Campaign at least 2 working days prior to the (eventual) Start Date.
- (2) You must ensure that the Campaign Content is in one of the formats that We support. The formats that We accept are set out on the Insertion Order. Further technical details are available from Your account representative.
- (3) We may refuse to carry the Campaign Content if We believe it is not of sufficient production quality for Our Publisher Network or if We believe that it may be in breach of the following sub-clause (however a failure to refuse to carry the Campaign Content shall not be taken as a waiver of the following sub-clause). In the case that We do refuse Your Campaign Content You must resubmit Campaign Content of suitable quality. Refusal of Campaign Content shall not prejudice Your obligation to pay Our fees.
- (4) You must ensure that the Campaign Content:
 - (a) is not illegal and does not infringe any laws in any country in the European Union, in the United States of America, in Canada nor in any country that forms part of the Territory (as set out in the Insertion Order);
 - (b) does not infringe the intellectual property rights of any third party
 - (c) is appropriate for all age groups (unless You have told Us otherwise on the Insertion Order)
 - (d) is fully cleared in respect of all licences required from and payments due to (i) copyright collecting societies (including, without limitation, for both the so-called mechanical and the performing rights), (ii) actors, directors and producers (and their respective unions and collective representatives), (iii) composers, lyricists and all other holders of copyright, performing rights, trade marks and/or rights similar to the foregoing in the Campaign Content
- (5) Notwithstanding that We achieve the number of Views booked with Us on the Insertion Order, We may continue to publish the Campaign Content. Should You wish Us to remove the Campaign Content from Our live systems, You may notify Us and We shall promptly do so. We shall, nevertheless, be entitled to keep a copy of the Campaign Content for record-keeping purposes.

3. LICENCE OF CAMPAIGN CONTENT

- (1) You hereby grant to Us the right to distribute Your Campaign Content via Our Publisher Network for the purposes of fulfilling Our obligations and exploiting Our rights under this Agreement.
 - (2) The licence granted above is non-exclusive, not territorially limited and is sub-licensable to participants in Our Publisher Network.
- ## 4. FEES, INVOICING AND PAYMENTS
- (1) We will charge You, and You will pay Us in accordance with the remainder of this Clause, a fee as set out on the Insertion Order.
 - (2) We will normally invoice You once the Insertion Order is signed and You must pay our invoices, without set off, reduction or withholding (save as set out in this Clause) as set out on the Insertion Order.
 - (3) If applicable law requires You to make any withholding against Our invoices, You may make such withholding and must provide Us with appropriate certificates within 14 days thereof.
 - (4) If You are late in making any payment We may charge You interest and compensation in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

5. AGENCY BOOKINGS

If You are a media or other agent, then notwithstanding such agency You are standing as primary obligor under this Agreement and shall be liable to pay Our fees and comply with all obligations hereunder even if You are not paid by Your principal and/or Your principal otherwise does not comply with its obligations to You.

6. PUBLICITY

- (1) You consent that We may use Your name, and if You are an agent, the name of Your principal (and in each case, the relevant respective trade marks), to identify that You have booked a Campaign with Us.
- (2) You will collaborate with Us in appropriate case studies unless You have opted out, on the Insertion Order, of doing so.
- (3) Save as set out in sub-clause (1), nothing in this Agreement gives either Party the right to use the other's trade marks.

7. WARRANTIES AND REPRESENTATIONS

You warrant and represent to Us that:

- (a) You have the full right to enter into this Agreement;
- (b) You enter into this Agreement as principal and not as agent for any third party.
- (c) Your Campaign Content does not infringe any of the provisions of Clause 2(4).
- (d) We represent and warranty to You that We have the full right to enter into this Agreement.

8. LIABILITY

- (1) Neither Party shall be liable to the other for any loss of profit, for any indirect or consequential loss, any loss of business, loss of goodwill, loss of anticipated savings nor for any punitive or special damages in respect of any loss that the other may suffer under or connected to this Agreement and under whatsoever head of law (including, without limitation, the tort of negligence).
- (2) Subject to sub-clause(1) and sub-clause (3), the maximum liability of one Party to the other for all matters under or in connection to this Agreement and under whatsoever head of law (including, without

limitation, the tort of negligence) shall be the aggregate of the Fees paid and payable by You under this Agreement.

- (3) The provisions of sub-clauses (1) and (2) shall not apply to any liability for (a) fraud; nor (b) for any liability for death or personal injury flowing from negligence; nor (c) non-payment of fees; nor (d) for any liability in respect of which an indemnity is provided under this Agreement; in all other respects, the provisions of sub-clauses (1) and (2) shall apply to the maximum extent allowed by applicable law.

9. INDEMNITY

Without prejudice to any other right or remedy that We may have under this Agreement, You shall indemnify and hold Us harmless against all loss, costs, expenses, damages and liability that we may incur as a result of:

- (a) any breach by You of the provisions of Clause 2(4)
- (b) any claim or threatened claim (a "Claim") by a third party that, were such claims proved, would constitute evidence of a breach by Your of the provisions of Clause 2(4), and in the case of such a Claim the Parties shall comply with the provisions of Clause 10

10. INDEMNITY CLAIMS PROCESS

- (1) If any Claim is initiated against Us, We shall give You prompt written notice of such Claim PROVIDED HOWEVER, that failure so to notify You shall not relieve You from any liability under this Agreement unless, and only to the extent that, such failure results in prejudice to or forfeiture of, Your substantive rights or defences.
 - (2) You, at Your own expense, shall have the option to assume (either itself or via Your nominee) sole control of the defence of such Claim and We shall allow You to conduct the defence of such Claim. If the You assume sole control of the defence of such Claim:
 - (3) You shall keep Us informed of all material developments and events relating to such Claim;
 - (4) We shall have the right to participate, at Our own expense, in the defence of such Claim (but such participation shall not be deemed to give Us the right to control such defence);
 - (5) We shall co-operate as You reasonably request in the defence of such Claim; and
 - (6) You shall not settle such Claim:
 - (a) In Our name; and
 - (b) so as to commit Us to take any positive action (other than to complete any forms necessary to agree the dismissal of the Claim) or to desist from taking any action;
- without the Our prior written consent which shall not be unreasonably withheld or delayed.
- (7) In the event You fail to assume the defence of such Claim, or You fail diligently to defend such Claim, We may assume the defence of such Claim and without prejudice to Your obligations to indemnify and hold Us harmless above, You shall reimburse Us for all expenses as such expenses are incurred relating to the defence of such Claim.

11. TERMINATION

- (1) We may terminate this Agreement by notifying You in writing if You:
 - (a) become insolvent, bankrupt or suffer any other form of insolvency event in any jurisdiction
 - (b) materially breach this Agreement and either (i) fail to remedy such breach within 14 days of being required in writing so to do or (ii) such breach is incapable of remedy.
- (2) On termination, howsoever caused:
 - (a) We will instruct Our Publisher Network to stop all publication of Your Campaign Content;
 - (b) Any fees invoiced and/or unpaid at the time of termination shall be deemed immediately due and payable;
 - (c) all accrued rights and remedies of both Parties shall remain unaffected.

12. DISCLAIMERS

- (1) We do not warrant or represent or undertake in any way that:
 - (a) Our publishing systems nor Our Publishing Network will be operational the whole time or any particular time;
 - (b) publication of any Campaign will be a success for You (however You may measure success)
- (2) All warranties and representations not expressly set out in this Agreement are hereby excluded and You acknowledge that You have not relied on any warranty or representation not set out in this Agreement in entering into this Agreement

13. CONFIDENTIALITY

- (1) The Fees We offer You under this Agreement, any technical information We share with You about the govril network, any commercial information We share with You about the success of any Campaign and further any other data, know-how, trade secrets, marketing and other business information of a confidential and/or secret nature that either party shares with the other, shall for the purposes of this Clause, be considered "Confidential Information"
- (2) Neither party may disclose to any third party (other than a Court of competent jurisdiction pursuant to a specific request by that Court, or as otherwise required by law) any Confidential Information belonging to the other unless that Confidential Information is already in the public domain through no fault of the first party.

14. GAMBLING SERVICES

You warrant and undertake that as of the Start Date and throughout the Term of this Agreement:

- (1) Your affiliate registered business providing the gambling services is in the EEA, Gibraltar, Alderney, the Isle of Man, Antigua, Barbuda or other country that has been white-listed by the UK Gambling Commission;
- (2) You and/ or Your affiliates have all necessary licences to provide the gambling services, Your website and Your products from the UK Gambling Commission, or similar as applicable and upon request by Us shall submit copies of such to Us at any time;
- (3) You and/or Your affiliates possess all rights, licences, consents, and any other permissions necessary in the Campaigns and to make the Campaigns available in accordance with this Agreement;
- (4) Your website has industry standard or better age verification tools in place; and
- (5) You and/or Your affiliates through Your website do not and will not accept money/ payment from those with payment details issued in the United States of America, Northern Ireland, or any other prohibited jurisdiction.

15. MISCELLANEOUS

- (1) If any part of this Agreement becomes or is illegal or unenforceable that part of this Agreement shall be deemed excised and the Parties shall act in good faith to replace the relevant part of this Agreement with an alternative that is not illegal or unenforceable and that maintains the intended business relationship between the Parties.
- (2) This Agreement represents the entire relationship between the Parties and supersedes all previous written or other correspondence and agreements as to the subject matter of this Agreement.
- (3) The Parties are entering into this Agreement as principals and nothing in this Agreement shall serve to create any agency or partnership between the Parties.
- (4) No amendment to this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.

- (5) No rights under the Contracts (Rights of Third Parties) Act 1999 shall accrue to any third party in relation to this Agreement.
- (6) Any notice that We wish to give You under or connected with this Agreement, may be given either via email to the address You have given Us. If You wish to give Us any notice You may do so by email to beon-legal@teamaol.com.
- (7) Any notice will be deemed delivered at 09h00 (UK time) on the first working day after the date on which the notice was emailed: save that, in the event that notice is provided by email, the sender receives a notice that the email is not delivered.

16. GOVERNING LAW AND JURISDICTION

This Agreement (and all non-contractual matters associated with this Agreement) shall be governed by and construed in accordance with the laws of England and the Parties hereto unconditionally submit to the exclusive jurisdiction of the Courts of England & Wales.