

IDG COMMUNICATIONS LTD STANDARD TERMS AND CONDITIONS FOR ONLINE ADVERTISING

GENERAL

All advertisements accepted for publication by IDG Communications Limited ("IDG") in any of its online products are accepted subject to these terms and conditions. Any other conditions proposed by the other contracting party(ies) (Agency or Advertiser ("Client")) shall be void unless accepted by IDG in writing.

These terms and conditions, in conjunction with the relevant IDG Insertion Order ("IO") form the agreement between IDG and the Client.

I. INSERTION ORDERS

a. From time to time, parties may negotiate insertion orders ('IO's) under which IDG Communications Ltd ('IDG') will deliver advertisements ('Ad(s)') provided by Agency or Advertiser ('Client') on IDG's website(s) ('Site') for the benefit of the Client. In each case, an IO will be submitted in writing (which, unless otherwise specified, for purposes of these Terms and Conditions shall include paper, fax, or e-mail communication) to the Client by IDG.

b. Each IO shall specify;

i) the type(s) and amount(s) of inventory to be delivered (e.g., impressions, clicks or other desired actions) ('Deliverables');

ii) the price(s) for such Deliverables;

iii) the maximum amount of money to be spent pursuant to the IO (if applicable);

iv) the start and end dates of the campaign;

v) the identity of and contact information for any third party ad server ('3rd Party Ad Server'), if applicable.

Other items that may be included are, but are not limited to: reporting requirements such as impressions or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; and specifications concerning ownership of data collected.

c. Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.

II. AD PLACEMENT AND POSITIONING

a. IDG will endeavour to display/transmit the Advertising copy during the Campaign Period in accordance with the terms of the IO.

b. If Advertising Copy is not transmitted/displayed in accordance with the agreed performance criteria specified in the IO within the Campaign Period for reasons other than the default of the Client, IDG will endeavour to achieve such performance level within one month of the end of the Campaign Period. The Client will be entitled to an appropriate pro-rata rebate of the Total Cost based on the number of impressions actually transmitted after the additional three month period.

c. IDG will submit or otherwise make electronically accessible to Client within two business days of acceptance of an IO final technical specifications, as agreed upon by the parties. If IDG changes the specifications of the already-purchased Ads after that two business day period it will allow Client to suspend (without impacting the end date unless otherwise agreed by the parties) delivery of the affected Ad for a reasonable time in order to either (i) send revised artwork, copy, or active URLs ('Advertising Materials'); (ii) allow IDG to resize the Ad at IDG's cost, and with final creative approval of Client, within a reasonable time period to fulfil the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within 5 business days, immediately cancel the remainder of the IO for the affected Ad without penalty.

d. Ad delivery shall comply with editorial adjacencies guidelines stated on the IO. As Client's sole remedy for a violation of the foregoing sentence, after Client notifies IDG that specific Ads are in violation of such editorial adjacencies guidelines, IDG will make commercially reasonable efforts to correct within three working days such violation. In the event that such correction materially and adversely impacts such IO, the parties will negotiate in good faith mutually agreed changes to such IO to address such impacts.

III. PAYMENT AND PAYMENT LIABILITY

a. IDG shall render invoices to the Client for all sums due to IDG pursuant to this Agreement in accordance with the IO. For the avoidance of doubt the Total Cost is exclusive of any applicable VAT or sales tax; where such tax is payable it will be the obligation of the Client to pay it. The Client will not be entitled to deduct any

amounts from the Total Cost paid to IDG except that, in the event that the Client is the Advertising Agency, the Total Cost may be subject to a Agency discount.

b. All invoices shall be settled by the Client not later than thirty (30) days from the date of the invoice. If the Client is in default of payment by the due date IDG, shall without prejudice to its other rights, be entitled to refuse to transmit the Advertising Copy and IDG's obligations generally will be reduced pro-rata to the delay in payment including the number of guaranteed impressions or plays obliged to be transmitted/displayed, without affecting the Client's financial responsibility for all impressions and plays ordered and inventory reserved.

c. The existence of a valid query on any individual item in an invoice will only affect the due date of payment of that individual item. The Client must notify IDG of any such query within seven working days from the date of the invoice and no other queries will be deemed to be valid after such time.

d. It will not be open to the Client to claim any rights of set off in respect of any invoices.

e. If payment has not been received by the due date then IDG shall have the right to levy interest at the rate of four per cent (4%) per annum above the base rate for the time being in force at the Royal Bank of Scotland plc in London and such interest shall be calculated from the date such sums become due until they are paid.

f. For the avoidance of doubt, any discounts or rebates offered by IDG shall only be available in respect of the advertising campaign contracted under this Agreement and shall not be available to any parent, associate or subsidiary company of the Client.

g. For the avoidance of doubt, where the Advertising Agency is the Client, it is contracting as principal in all respects and as such will be personally liable for the payment of the Total Cost and for all other obligations under this Agreement.

h. IDG reserve the right that in the case of overdue payment from an agency that IDG may inform the agency's client of the failure of the agency to pay for advertisements supplied by IDG.

IV. POSTPONEMENT

If the Client wishes to postpone the Campaign Period IDG shall consider such request in good faith but shall have no obligation to consent to such postponement. Any acceptance of such postponement shall require immediate pre-payment of the Total Cost less any payments already made.

V. CANCELLATION AND REVISION

a. At any time, Client may cancel the IO with 30 days prior written notice, without penalty. For clarity and by way of example, if Client cancels the IO 15 days prior to the serving of the first impression, Client will only be responsible for the first 15 days of the IO.

b. In the event that a Client seeks to revise an IO then Client must provide 30 days prior written notice of such revision. In this event, billable rates will automatically revert to the appropriate published rate (the 'ratecard') for the revised impressions.

VI. TERMINATION

Either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 days after written notice thereof from the nonbreaching party, except as otherwise stated in this Agreement with regard to specific breaches.

VII. BONUS IMPRESSIONS

Where Client utilises a 3rd Party Ad Server, IDG will not bonus more than 10% above the Deliverables specified in the IO without prior written consent from Client. Permanent or exclusive placements shall run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for 3rd Party Ad served activity. Advertiser will not be charged by IDG for any additional Ads above any level guaranteed or capped in the IO. If a 3rd Party Ad Server is being used and Advertiser notifies IDG that the guaranteed or capped levels stated in the IO have been reached, IDG will use commercially reasonable efforts to suspend delivery within 2 business days.

VIII. FORCE MAJEURE

a. Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labour disputes. In the event that IDG suffers such a delay or default, IDG shall make reasonable efforts within five business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Client, IDG shall allow Client a pro rata reduction in the space, time and/or programme charges hereunder in the amount of money assigned to the space, time and/or programme charges at time of purchase. In addition, Client shall have the benefit of the same discounts that would have been earned had there been no default or delay.

b. If Client's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Client's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Client shall make every reasonable effort to make payments on a timely basis to IDG, but any delays caused by such condition shall be excused for the duration of such condition. Subject to the foregoing, such excuse for delay shall not in any way relieve Client from any of its obligations as to the amount of money that would have been due and paid without such condition.

c. To the extent that a force majeure has continued for 10 business days, IDG or Client has the right to cancel the remainder of the IO without penalty.

IX. ADVERTISING MATERIALS

a. It is Client's obligation to submit Advertising Materials at least 5 working days before the commencement of the Campaign Period in accordance with IDG's then existing advertising criteria or specifications (including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with IDG's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and material due dates) (collectively "Policies") in accordance with Section II(c). IDG's sole remedy for a breach of this provision is set forth in paragraphs (b and c) below and Section X(b). If Advertising Materials are late, IDG reserves the right either to 1) extend the end date of the Campaign Period specified on the IO by similar amount or 2) ignore any positional or other restrictions within the IO in order to deliver the impressions within the dates of the IO. In the event that Client does not agree to either 1) or 2) above, then Client remains responsible for full payment as specified in the original IO.

b. IDG reserves the right within its discretion to reject or remove from its Site(s) any Ads where the Advertising Materials or the site to which the Ad is linked do not comply with its Policies, or that in IDG's sole reasonable judgment, do not comply with any applicable law, regulation or other judicial or administrative order. In addition, IDG reserves the right within its discretion to reject or remove from its Site(s) any Ads where the Advertising Materials or the site to which the Ad is linked are or may tend to bring disparagement, ridicule, or scorn upon IDG or any of its Affiliates (Affiliate – any holding or subsidiary company of IDG Communications Limited and any subsidiary company of any such holding company as the context may require), provided that if IDG has reviewed and approved such Ads prior to their use on the Site, IDG will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Client.

c. If Advertising Materials provided by Client are damaged, not to IDG's specifications, or otherwise unacceptable, IDG will use commercially reasonable efforts to notify Client within 5 business days of its receipt of such Advertising Materials.

d. IDG shall at all times retain all right and title in any Advertising copy produced on behalf of the Client by IDG.

e. IDG, on one hand, and Client on the other, will not use the other's trade name, trademarks, logos or Ads in a public announcement (including, but not limited to, through any press release) regarding the existence or content of these Terms and Conditions or an IO without the other's prior written approval.

X. INDEMNITIES

The Client hereby warrants, represents and undertakes to IDG that;

a. In respect of the Advertising Copy or any part thereof supplied by the Client or any other material provided to IDG by the Client (including the Client's brand) it will not infringe the copyright, trade mark or any other

rights or be defamatory of any third party and their broadcast by IDG will not give rise to a right for any third party to claim payment and/or damages;

b. The Client has obtained and paid for all necessary consents, licenses, and permissions to advertise on the site;

c. The Client has taken or will take all necessary steps to ensure that its advertising on the site will not be illegal or actionable for any reason in any territory and shall comply with all applicable legislation, rules and regulations including for the avoidance of doubt any applicable advertising standards and codes, including for the avoidance of doubt the Codes, privacy laws or any relevant legislation and/or regulation, with respect of (and without limitation to) data protection, sex discrimination, race discrimination, disability, and including any legislation or regulation relating to the provision of Financial Services, which apply to specific Clients, products or services

d. If any Advertising Copy contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, the Client warrants that the Client has obtained the authority of such living person to make use of such name, representation and/or copy.

e. The Client is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertising Copy relates and will indemnify and hold IDG harmless accordingly.

XI WARRANTIES

a. The Client will fully indemnify and keep IDG and its directors, officers and employees fully indemnified against all actions, proceedings, costs (including legal fees), damages, expenses, fines, losses (including loss of profits) penalties, claims, demands and liabilities directly or indirectly suffered or incurred by IDG (or its directors, officers or employees) howsoever arising from any breach of the Client's warranties, obligations or agreements contained herein.

b. The Client will provide IDG with full co-operation in defending any claim or complaint concerning the Advertising Copy including, but not limited to, providing evidence in support of advertising claims and copies of underlying rights clearances.

c. The Client acknowledges and confirms that IDG has not provided it with any guarantees concerning reach of the site or target audience. Any statistics related to the site provided to the Client are provided as an estimate based on current available research only and should not be relied on by the Client.

XII. LIMITATION OF LIABILITY

a. IDG shall not be liable to the Client, under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, for any loss of profit, goodwill, business opportunity, anticipated saving or any type of special, indirect or consequential loss or damage.

b. Subject to Clause XI(c) below, IDG's entire liability (if any) to the Client, under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall be limited to the amount actually paid by the Client to IDG.

c. Neither party's liability to the other for (a) death or personal injury resulting from the negligence of itself, its servants or agents (b) fraud or (c) any other liability the exclusion of which is prohibited or limited by law, shall be excluded or limited by the provisions of this Agreement, save to the extent permitted by law.

XIII. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS

a. Any marked confidential information and proprietary data provided by one party, including the Ad description, and the pricing of the Ad, set forth in the IO, shall be deemed "Confidential Information" of the disclosing party. Confidential Information shall also include information provided by one party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.

b. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which: (i) was previously known to a party; (ii) was or becomes generally available to the

public through no fault of the receiving party ("Recipient"); (iii) was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by the disclosing party ("Discloser"); (iv) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange or as necessary to establish the rights of either party under this Agreement; provided, however, that both parties will stipulate to any orders necessary to protect said information from public disclosure.

c. All personally identifiable information provided by individual web users who are informed that such information is being gathered solely on behalf of Client pursuant to the Client's posted privacy policy is the property of Client, is subject to the Client's posted privacy policy, and is considered Confidential Information. Any other use of such information must be set forth in the IO signed by both parties.

d. IDG and Client shall post on their respective Web sites their privacy policies and adhere to their privacy policies, which abide by the applicable laws. Failure by IDG on one hand or Client on the other, to continue to post a privacy policy or non-adherence to its own privacy policy is grounds for immediate cancellation of the IO by the other parties.

e. Client and IDG will comply with at all times, all applicable UK law, ordinances, regulations and codes which are relevant to their performance of their respective obligations under this agreement.

XIV. MISCELLANEOUS

a. IDG represents and warrants that IDG has all necessary permits, licenses, and clearances to sell the inventory represented in the IO subject to the terms and conditions of this agreement, including any applicable Policies. Client represents and warrants that Client has all necessary licenses and clearances to use the content contained in their Ads and Advertising Materials.

b. Client may not resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without IDG's prior written approval will be null and void. All terms and provisions of these Terms and Conditions and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

c. These Terms and Conditions and the related IO constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

d. In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail. All IOs shall be governed by the laws of the England. IDG and Client agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms and Conditions) will be brought solely in the England, and the parties consent to the jurisdiction of such courts. No modification of these Terms and Conditions or any IO shall be binding unless in writing by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

e. Any notice required to be delivered hereunder shall be delivered three days after deposit in the Royal Mail, (recorded mail), one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to IDG and Client shall be sent to the contact as noted in the IO with a copy to the Legal Department. All notices to Client shall be sent to the address specified on the IO.

f. Sections III, IX, X, XI, XII, and XIV shall survive termination or expiration of this Agreement and Section IV shall survive for 30 days after the termination or expiration of this Agreement. In addition, each party shall return or destroy the other party's Confidential Information and remove Advertising Materials and Ad tags.