

## GENERAL TERMS AND CONDITIONS OF USE FOR EBUZZING ADVERTISERS

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the services (Services) listed on our website [www.ebuzzing.co.uk](http://www.ebuzzing.co.uk) (our site) to you. Please read these terms and conditions carefully before ordering any Services from our site. You should understand that by ordering any of our Services and using our site, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to use the Services on our site.

### 1. INFORMATION ABOUT US

1.1 [www.ebuzzing.co.uk](http://www.ebuzzing.co.uk) is a site operated by ebuzzing SARL (we). We are registered in UK under company number 7239735 and with our registered office 159-165 Great Portland Street, London, W1W 5PA. Our main trading address is 79 New Cavendish Street, London. Our VAT number is 993 038592.

1.2 Through [www.ebuzzing.co.uk](http://www.ebuzzing.co.uk), we enable you to submit advertising campaigns to our site which, if we accept them, we then make available to bloggers and persons controlling the publication of content on a web-site (Affiliates). The Affiliates can then choose to post material consistent with your advertising campaigns on their blog or website (Posts/Video). If they choose to post such material, you agree to pay us in accordance with these terms and conditions and we agree to pass on an agreed payment to the applicable Affiliate(s) in accordance with our General Terms and Conditions of Use for ebuzzing Affiliates.

1.3 All Affiliates are registered with us and are subject to our General Terms and Conditions of Use for ebuzzing Affiliates, but they are not employees, agents or subcontractors of ebuzzing – they are independent third parties.

### 2. SERVICE AVAILABILITY

Our site is intended for use by people resident in France, Italy, Spain, Germany or the United Kingdom (the Serviced Countries). Terms and conditions applicable to the supply of services in other Serviced Countries are available elsewhere on our web-site.

### 3. YOUR STATUS

3.1 By placing an order for our services through our site, you warrant and represent that:

- (a) You have registered as a member;
- (b) You are legally capable of entering into binding contracts;
- (c) You have completed our registration questionnaire in full;
- (d) Any details provided to us in the registration questionnaire are true and accurate;
- (e) You agree to these terms and conditions;
- (f) If you are an individual, you are at least 17 years old;
- (g) You are resident or incorporated in the United Kingdom; and
- (h) You are accessing our site from the United Kingdom.

3.2 If any of the details provided in the registration questionnaire changes or requires updating, you agree to inform us immediately.

3.3 We reserve the right to suspend or terminate your registration and use of our site or, if appropriate, to take legal action against you if:-

- (a) you fail to update any detail in the registration questionnaire that requires updating; or
- (b) you fail to make any payment to us on the due date for payment; or
- (c) you are in breach of clause 3 above or clause 4, below.

### 4. COMMENCEMENT OF USE OF OUR SITE

4.1 After acceptance by us of your registration, you should submit a memorandum detailing the purposes and goals of your campaign (a **Brief**). The Brief should:-

- (a) include graphical items, text or media for use by Affiliates;
- (b) not include any spam, promote viruses, worms or other harmful programs;
- (c) specify the types of Affiliates targeted including (but not limited to) details of audience demographic and market positioning;
- (d) specify the maximum number of Posts for the campaign and the fee payable per Post; the maximum number of views for a video campaign
- (e) specify the period during which Posts have to be made;
- (f) comply with the current ebuzzing Code of Conduct as published on our site from time to time;

- (g) comply with all applicable laws and regulations in the United Kingdom, (including but not limited to the advertising codes published by the Advertising Standards Agency from time to time);
- (h) not contain any confidential, unlawful, defamatory, offensive, indecent or abusive material or content or any links to confidential, unlawful, defamatory, offensive, indecent or abusive material.

4.2 You are responsible for ensuring that no third party intellectual property rights (such term to include any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property together with any current applications for any registrable items of the foregoing) are infringed either within the Brief, by placing the Brief on our site or by use of the contents of the Brief on an Affiliates blog or web-site. You will procure any and all necessary licences for our benefit and the benefit of our Affiliates in respect of your intellectual property rights or those of any third party. You agree to indemnify and hold us and our Affiliates harmless against any and all obligations, liabilities, actions, awards, claims or other legal recourse, complaints, costs, debts, demands, expenses, fines, liability, losses, outgoing, penalties or proceedings arising from any infringement of third party intellectual property rights either within the Brief, by placing the Brief on our site or by use of the contents of the Brief on an Affiliates blog or web-site.

## 5. COMMENCEMENT OF A CAMPAIGN

5.1 You will receive an e-mail from us acknowledging that we have received your Brief. Please note that this does not mean that your Brief has been accepted by us. All campaigns are subject to acceptance by us and, if accepted, we will confirm such acceptance to you by sending you an e-mail (the Confirmation). The contract between us (Contract) will only be formed when:-

- (a) we send you the Confirmation; and
- (b) we have received the applicable payment in accordance with clause 8.1 below.

The Contract will relate only to the specific campaign we have confirmed in the Confirmation.

5.2 Once we have sent you a Confirmation, you may choose to use either the **ebuzzing Network** or the **ebuzzing Direct** services. Under the **ebuzzing Network** service, we will make the Brief available on our site for viewing by Affiliates for the period specified in the Brief or the period up to the time that the number of posts stated in the Brief is reached, whichever is the soonest. Only those Affiliates who we consider meet the criteria specified in the Brief may apply to us to use it. We do not however, warrant that any Affiliate's blog or web-site is suitable for the purposes of any particular Brief. Under the **ebuzzing Direct** service, the Brief can also be sent to Affiliates targeted by the Advertiser using the **ebuzzing** interface.

- 5.3 If an Affiliate chooses to make a Post in relation to a Brief, it will send a draft Post to ebuzzing for approval in advance. Approval of Posts is entirely at the discretion of ebuzzing.  
Video posts are initially broadcast through our blog network. A system called “embed” allows any web user editing an HTML page to retrieve the source code of the video in order to broadcast it on his own site, which you expressly accept.
- 5.4 A Brief may only be amended by you if you send details of the proposed amendment to us in writing and we send you an email confirming that the amendment is accepted.

## 6. OUR STATUS

- 6.1 We may provide links on our site to other websites, whether affiliated with us or not. We cannot give any undertaking, that products or services you purchase from third party sellers or providers through our site, or from persons or companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMEDED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller or provider.
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## 7. PRICE AND COMMISSION

- 7.1 The total value of a campaign is equal to the price per Post multiplied by the maximum number of Posts that may be approved each as specified in the Brief (the Budget).. In addition, you agree to pay us a commission equal to a % of the Budget plus any value added tax or other applicable tax payable on the commission (the Commission).  
For a video campaign, the total value of the campaign is equal to the price per view multiplied by the number of views booked for the campaign.
- 7.2 The minimum price of a post is £10 per Post. The minimum total Budget is £250.
- 7.3 The first £250 of any Budget allocated to a Brief is non-refundable.

## 8. PAYMENT

- 8.1 An amount equal to the total of the Budget and the Commission must be made to us by secure bank transfer in advance on submission of a Brief.
- 8.2 You will be given access to a secure area of our site to view the allocation of the Budget against applications for a Brief received from our Affiliates. If an application for a Brief does not result in a Post within the timescales specified in the Brief or if the Post is not approved, the corresponding fee for the Post will be re-allocated to the unused portion of the Budget.
- 8.3 The sum equivalent to the total of all views for a video campaign is deducted from the advertiser's account as soon as ebuzzing provides the affiliates wishing to broadcast the video on their site with the player source code..

- 8.4 If a budget is not spent within 6 (six) months, a sum of £1,000, net of commission, will stay with ebuzzing as management fees  
ebuzzing will use commercially reasonable efforts to deliver the posts / views or fans stated in the IO and in accordance with this agreement. All invoices created by ebuzzing for work performed and delivered shall be in accordance with measurement and tracking performed by ebuzzing. In addition, all payments will be based upon ebuzzing's measurements and not based upon Advertiser, its clients, its agents or any third party's measurements. In the event that the number of posts / views or fans are not delivered in the timescale as defined in the IO, the advertiser agrees to pay ebuzzing for all posts / views or fans that have been delivered as defined by the measurement and tracking performed by ebuzzing within the timescale as defined on the IO
- 8.5 All sums payable under this agreement are exclusive of any value added tax or other applicable tax which, if applicable, shall be payable by you. You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses), loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses arising in connection with any tax in respect of the sums payable under this agreement.
- 8.6 In the absence of contrary agreement, all sums payable to us under this agreement shall be payable in GBP.
- 8.7 If any dispute arises as to the amount of Commission payable, the same shall be referred to our auditors for settlement and their certificate shall be final and binding on both parties.
9. OUR LIABILITY
- 9.1 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the lesser of:-
- (a) £50,000; or
  - (b) the total amount of Commission paid by you over the twelve months preceding receipt by us of a written notice from you of your losses.
- 9.2 We shall have no liability to you in respect of any losses you suffer unless the loss sustained in relation to the relevant Contract exceeds £5,000.
- 9.3 This does not include or limit in any way our liability:
- (a) For death or personal injury caused by our negligence;
  - (b) Under section 2(3) of the United Kingdom's Consumer Protection Act 1987;
  - (c) For fraud or fraudulent misrepresentation; or

- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

9.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data, or
- (f) waste of management or office time

however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

9.5 You acknowledge that our Affiliates are independent third parties and that these terms and conditions do not create any partnership between us and you. We are not responsible for the contents of Affiliates' blogs or their web-sites and cannot accept liability for the contents of third party web-sites, including (but not limited to) Affiliate's blogs and web-sites.

## 10. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 11. NOTICES

All notices given by you to us must be given to ebuzzing SARL at [ebuzzing@ebuzzing.com](mailto:ebuzzing@ebuzzing.com). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and

placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 12. TRANSFER OF RIGHTS AND OBLIGATIONS

- 12.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 13. EVENTS OUTSIDE OUR CONTROL

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - (a) Strikes, lock-outs or other industrial action.
  - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - (e) Impossibility of the use of public or private telecommunications networks.
  - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 13.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

14. WAIVER

14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

15. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16. ENTIRE AGREEMENT

16.1 These terms and conditions and any document expressly referred to in them (including the registration questionnaire and the Briefs) represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

16.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

16.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

17.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology,

changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

- 17.2 You will be subject to the policies and terms and conditions in force at the time that you submit a Brief to us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Confirmation).

#### LAW AND JURISDICTION

Contracts for the services provided through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales