

Last update: 12-3-2010

1- GENERAL TERMS AND CONDITIONS OF USE FOR EBUZZING AFFILIATES

This page (together with the documents referred to on it) tells you the terms and conditions on which we allow access to you to the services (**Services**) listed on our website www.ebuzzing.co.uk (**our site**). Please read these terms and conditions carefully before using any Services from our site. You should understand that by 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 is a site operated by ebuzzing Limited Liability Company or LLC (**us**). We are registered in

France under company number 500 417 225 and with our registered office at 3 rue Milton, 9ème arrondissement, Paris. Our main trading address is 3 rue Milton, 9ème arrondissement, Paris. Our VAT number is FR505 004 172 25 00017.

1.2 Through www.ebuzzing.co.uk, we enable advertisers (**Advertisers**) to submit advertising campaigns to our site which, we then make available to view to bloggers and persons controlling the publication of content on a web-site (**Affiliates/you**). The details of the advertising campaigns are set out in memoranda prepared by the Advertiser (**Briefs**). You can then choose to post material or video on your blog or website in accordance with the Brief (**Posts**). You may not use the information in any Brief for any other purpose than to produce a Draft and, if approved by us, a Post. For each Post made, the Advertiser will pay an amount set out in the Brief. For each video viewed the advertiser will pay you an amount set out in the Brief.

1.3 All Advertisers are registered with us and are subject to our General Terms and Conditions of Use for ebuzzing Advertisers, but they are not partners or associated companies of ebuzzing – they are independent third parties.

2. SERVICE AVAILABILITY

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(g) You are resident or incorporated in the United Kingdom; and

(h) You are accessing our site from that country.

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

4. REGISTRATION OF YOUR BLOG OR WEB-SITE

4.1 After acceptance by us of your registration, you should submit a site registration form for at least one blog or web-site under your control and of which you are the publisher (**your site(s)**). The site registration form describes the topic and content of your site and the traffic generated by your site. The site registration form should be completed as fully and accurately as possible. It must include the items marked as obligatory, including the URL address of your site.

4.2 Approval of your site for Posts is entirely at our discretion. Approval of one site does not imply approval of any other site and approval of your site may be withdrawn at any time without notice.

4.3 A blog can be approved for video posts only, without having access to campaigns involving sponsored content.

4.4 Where approval of your site is withdrawn you agree that you will immediately delete any content on your site(s) relating to any or all Briefs.

4.5 We will notify you by email of the status of approval of your site.

5. USE OF OUR SITE

5.1 We will allocate a password to you which you must keep secure and secret at all times. You must take steps to prevent unauthorised use of your password. For example, you should:

(a) never write or otherwise record your password in a way that can be understood by

someone else;

(b) never let anyone else know your password;

(c) destroy any advice from us concerning your password promptly after receipt;

(d) avoid password details that may be easy to guess such as birthdays/telephone numbers etc;

(e) inform us immediately of any unauthorised access which you know of or suspect or if you know or suspect someone else knows your password.

5.2 Once you are registered as an Affiliate and you have registered your site, you will be given access to view Briefs on the “**ebuzzing Network**”. You may also be approached direct by Advertisers requesting that you submit a draft Post for a particular Brief through “**ebuzzing direct**”.

5.3 If you wish to make a Post relating to a Brief, you must submit a draft Post (**Draft**) to ebuzzing for approval. Drafts must:

(a) include a clear and unambiguous statement that the Post is an advertisement, for example by heading it “Sponsored Post”;

(b) include the disclaimer detailed in the Brief (“**Disclaimer**”);

(c) not include any spam, promote viruses, worms or other harmful programs;

(d) comply with the current ebuzzing Code of Conduct as published on our site from time to time;

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(e) not breach any intellectual property rights or proprietary rights;

(f) 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);

(g) 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.

5.4 We will review your Drafts and, if approved, we will inform you by email. There is no other means of approval other than an express confirmation by email (**Confirmation**).

Confirmation will only apply to the specific Draft submitted. The contract between us (**Contract**) will only be formed when we send you the Confirmation and will only relate to the specific Draft submitted.

5.5 You must make the Post publicly accessible and available to view online on your site within 72 hours of receipt of our Confirmation.

5.6 You may not publish more than one Post per day on each of your sites. You must not publish a Post immediately before or following another advertising feature. You may not post the same Draft more than once.

5.7 If your site is a blog, the Post must appear in the first position of the blog at the time that you make the Post publicly accessible and available to view online.

5.8 Posts must remain publicly accessible and available to view online on your site for a minimum continuous and uninterrupted period of 30 days from the date you make the Post publicly accessible and available to view online on your site (**Post Period**). We will carry out electronic checks to confirm that the Post is accessible and available to view on your site and the outcome of these checks will be final and binding on you.

5.9 The form, content and positioning of the Post on your site must comply with the specifications set out in the Brief and must not deviate from the approved Draft for the duration of the Post Period.

5.10 Video posts (**Video Posts**) are created by the Advertisers and are intended to be published on the affiliates’ sites and also via the “embed” system that allows a web user to copy the code and publish it to any website he/she controls.

Advertisers can choose whether the video posts will be published on all affiliates without restrictions, or a certain category of affiliates, or to a selected list of affiliates (in that case, ebuzzing’s choice cannot be discussed).

ebuzzing provides the affiliates with an HTML code that allows the publishing of the video post within a dedicated player.

The video post has then to be published by the affiliate.

An affiliate wishing to publish the video post certifies that his site will allow the broadcasting of the video without restriction nor alteration of the quality of the player and the video. Neither ebuzzing nor the advertiser can be held responsible for technical issues preventing the broadcasting of the video on the affiliates.

The affiliate makes a commitment to scrupulously respect technical specifications in the use of the video post, regarding especially the Javascript, the Html code and or any program provided by ebuzzing.

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5.11 Broadcasting of video Post via the ebuzzing Kiosk

The video posts can be automatically broadcasted on the affiliate's blog. The affiliate, by installing a javascript code accepts to automatically broadcast the video posts in which his/her blog is eligible for. The affiliates choose the format of display: player or banner.

5.12 The affiliate can post on the same page a maximum of three spaces dedicated to video posts.

The blogger makes a commitment to publish the players and banners in a way that the display is not altered.

In every case, ebuzzing reserves the right to decide if the implementation of the video campaigns fits the fixed quality criteria, and to suspend the broadcasting of the video post one-sidedly.

6. PRICE AND COMMISSION

6.1 The actual price payable (**Fee**)

is the price per Post set out:

- (a) in the Brief, at the time that you submit a Draft through the ebuzzing Network; or
- (b) as listed and set by you on ebuzzing Direct, at the time that the Advertiser requests a Draft from you through ebuzzing Direct.; or
- (c) as listed on the video post brief, for each view of the video via the affiliate's site

7. PAYMENT

7.1 At the end of the Post Period, provided you have not breached these terms and conditions and the Advertiser has placed funds with us to pay for the Posts, we will credit your ebuzzing account with the Fee.

7.2 You may invoice at any time after the end of the Post Period and you may apply for payment of Fees using the forms provided on our site, subject to sufficient credit being accrued to your account.

7.3 The minimum payment amount that you may apply for in any one payment request is 50€.

7.4 Notwithstanding clause 7.3, if your registration is terminated, we will pay to you a sum equal to the credit accrued to your account at the date of termination within 45 days of termination.

7.5 Payment will be made via PayPal within 45 days of the date of your invoice.

In case of defect of registration) of the affiliate to the system PayPal and/or the piece of information of valid banking address and phone number and/or the defect of call to payment in six (6) months of the one hundred (100 euros), the affiliate will be considered as having definitively given up collecting the payment, for this period.

7.6 Payment of video posts

The affiliate is paid considering the number of visualizations of the video post in the conditions mentioned within the campaign brief at the exact moment when the html code is generated on the platform.

"Visualization" is defined as the action of starting the playing of the video by a roll over (putting

the tracker on the video) Entailing a minimal reading of two (2) seconds.

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The observation by ebuzzing of the occurrence of artificial visualizations will entail nonpayment

of the video post. By "artificial visualization" we mean:

- (a) A visualization generated directly by the affiliate or any person under his control
- (b) A visualization generated by a software or a bot, or any similar process, whether it is the initiative of the affiliate or any third party.
- (c) A Visualization provoked by a subtlety inciting the Internet users to the reading of the Video Note (eg: contest, promise of a sum of money, or any other counterpart).
- (d) A Visualization not allowing an identification of the IP address of the Internet user in variable of environment ,or the referrer of the Internet user in variable of environment;
- (e) A repeated Visualization more than 5 times per hour by the same Internet user.

When the affiliate is approved (if necessary) then the published video post, and under reserve that he violates none of his obligations in conformance with the present general conditions of use, the affiliate becomes eligible in payment.

In any hypothesis, the payment perceived by the affiliate for a Video Post will not exceed the equivalent of 1.500 Visualizations. This limit is defined per blog.

8. SUSPENSION AND TERMINATION

8.1 We reserve the right to suspend or terminate your registration and use of our site at any time in our absolute discretion for any reason. In particular we may suspend or terminate your registration 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 act in any manner which in our opinion brings or is likely to bring you, any Advertiser, any other Affiliate or us into disrepute or is materially adverse to the interests of any Advertiser, any other Affiliate or us; or
- (c) you commit a criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or noncustodial penalty is imposed); or
- (d) you do not publish any Posts for a period of two (2) months or more;
- (e) you are in breach of either clause 3.2, clause 4 or clause 5.

8.2 Where your registration and use of our site is suspended or terminated we may demand that you immediately delete any content on your site(s) relating to any or all Briefs.

8.3 You may stop displaying Posts on your site(s) with or without cause at any time. You may terminate your registration and any Contract with or without cause at any time by sending written notice to annulation@ebuzzing.com.

8.4 Upon termination for any reason, clauses 8 to 21 (inclusive) survive termination.

9. INTELLECTUAL PROPERTY

9.1 You acknowledge that we or the Advertisers (as applicable) own all right, title and interest, including without limitation all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide (**Intellectual Property Rights**), in and to the trade marks, logos, texts, graphics, images, audio and video files, software applications and content of our site, and that you will not acquire any right, title, or interest in or to such materials.

9.2 Save as expressly permitted in these terms and conditions, you will not modify, adapt, Last update: 11-3-2009

translate, reproduce, prepare derivative works from any content published on our site from time to time, or create or attempt to create a substitute or similar service or product through use of or access to our site.

10. LIABILITY

10.1 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 payments made by us to you over the twelve months preceding receipt by us of a written notice from you of your losses.

10.2 Your liability for losses we suffer as a result of you breaking this agreement is strictly limited to the lesser of:

(a) €50,000; or

(b) the total amount of payments made by us to you over the twelve months preceding receipt by you of a written notice from us of our losses.

10.3 Neither party shall have any liability to the other in respect of any losses unless the loss sustained in relation to the relevant Post exceeds €5,000.

10.4 This does not include or limit in any way liability:

(a) For death or personal injury caused by negligence;

(b) Under section 2(3) of the Consumer Protection Act 1987;

(c) For fraud or fraudulent misrepresentation; or

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

10.5 Neither party is responsible to the other 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.

10.6 Without prejudice to the generality of the foregoing, we shall not be liable to you for any losses:

(a) caused by you including misuse or unauthorised use of passwords, failure or malfunction of your equipment or technology or your internet service provider; or

(b) for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system.

10.7 You are solely responsible for your site(s), including all content and materials, maintenance and operation thereof, the proper implementation of Posts in accordance with Advertiser's Briefs, and adherence to these terms and conditions. We reserve the right to investigate, at our own discretion, any activity that may be in breach of these terms and conditions, including but not limited to any activity prohibited by these terms and conditions. We are not responsible for anything related to your site(s), including without limitation the receipt of queries from end users of your site(s) or the transmission of data between your site(s) and our site. In addition, we shall not be obliged to provide notice to you in the event that any Post is not being displayed properly on your site(s).

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10.8 Subject to clauses 10.2 to 10.5 above, you agree to indemnify and hold us harmless against any and all obligations, liabilities, actions, awards, claims or other legal recourse, complaints, costs, debts, demands, expenses, fines, liability, losses, outgoings, penalties or proceedings arising from your blog or web-site or from your breach of these terms and conditions.

10.9 You acknowledge and agree that in accepting these terms and conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether or not such person is a party to these terms and conditions).

11. DATA PROTECTION

11.1 We may collect and use your personal information in order to process your registration, to administer any on-line accounts you have with us, to provide services via the Site, to contact you by post or email, to ask you to confirm/amend the information we hold on you, to provide you with a user name and, in certain circumstances, an authentication code, to ask your views on the service offered by us and to enhance market research and promote our services. We may also use your personal information to personalise notifications to you. In providing your personal data, you consent to being contacted by us (by post or e-mail) in relation to all matters and to us processing your personal information for the above purposes.

11.2 The information we collect about you may include: your name, user name and password, bank account details, answers to security questions, your address, driving licence information, email address, telephone number, date of birth together with details about your transaction and Post history. Please note that not all of this information is mandatory.

11.3 We will obtain most of your personal information during the registration process but will also collect your personal information each time you use our site and each time you submit a Draft or a request for payment. In addition, we may collect dynamic or static internet protocol addresses when sending HTML e-mails to you.

11.4 We may share your personal information with third parties (for example, banks for the operation of your account, for the purpose of answering questions about your account, authentication agencies for the purpose of checking your identity, agencies for the purpose of administering and managing your on-line account etc) and, if you have consented in advance, with actual or prospective business partners for marketing or business development purposes.

11.5 Your personal information may be transferred to countries outside the European Economic Area which may not have laws which offer similar protection to that offered to you under the Data Protection Act 1998 (the "Act") and you consent to such transfer and to the processing of your personal information in such countries.

11.6 We will retain your personal information for as long as is necessary to comply with the permitted purposes and to comply with our legal and regulatory requirements. If your registration is terminated, your personal information may be archived but may also still be accessible.

11.7 We will take steps to ensure that your personal information is not disclosed accidentally or processed for any other purpose than those described in this clause.

11.8 You may access all of your personal information that has been provided to us and request details of any third parties with whom the company has shared your personal information by emailing us at infos@ebuzzing.com. You may correct factual errors in your
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personal information by sending us a request detailing the error. To protect your privacy and security, we may take reasonable steps to verify your identity before granting access to your information or making the requested alterations.

12. RELATIONSHIP OF THE PARTIES

12.1 You acknowledge that the Advertisers are independent third parties.

12.2 Nothing in these terms and conditions creates any partnership, relationship of employment or other legal relationship of any kind whatsoever between us and you that would impose liability on one party for the act or failure to act on the other party, or to authorise either party to act as agent for the other party. You shall not make representations, act in the name of or otherwise bind us.

13. 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.

14. NOTICES

All notices given by you to us must be given to ebuzzing Limited Liability Company or LLC at ebuzzing@ebuzzing.com.

We may give notice to you at either the e-mail or postal address you provide to us when registering. 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.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

15.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 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.

15.3 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.

16. EVENTS OUTSIDE OUR CONTROL

16.1 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**).

16.2 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.

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(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.

16.3 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 endeavors 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.

17. WAIVER

17.1 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.

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

17.3 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 14 above.

18. 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.

19. ENTIRE AGREEMENT

19.1 These terms and conditions and any document expressly referred to in them (including the registration questionnaire) 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.

19.2 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.

19.3 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.

20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

20.1 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.

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20.2 You will be subject to the policies and terms and conditions in force at the time that you submit a Draft 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 email approving a Draft (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 three working days of receipt by you of such email).

21. LAW AND JURISDICTION

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