

AD.FAST MICROSITE USER LICENCE

BEFORE USING THE AD.FAST SYSTEM, INCLUDING ANY OR ALL OF THE AVAILABLE PROGRAMS, YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. USING THE AD.FAST SYSTEM INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

DEFINITIONS

ad.fast System means the system, including the use of the Programs, owned by or licensed to Qmulu, for the electronic delivery of Files to Publishers;

Artwork means a single piece of advertisement or other artwork that is identifiable by a single production reference. Said reference is an alphanumeric string allocated by a Publisher for the purpose of uniquely identifying an individual piece of artwork within the Publisher's production environment. Such references are commonly referred to within the publishing industry as URNs or Unique Reference Numbers;

Download Confirmation means the provision of a date and time record of the event of the download from the ad.fast System by a Publisher of an individual File. This information is provided to the User either in an e-mail or via the ad.fast System tracking pages;

File means a computer document, supplied by a User, in the format (or if more than one, any one of the formats) detailed in Schedule B containing a single Artwork and identified on the ad.fast System by a Tracking Number;

File Upload Sections means those areas of the Site that allow (utilising the Upload Programs):

a) Files to be uploaded and tracked; b) reports of File transfers to be generated; c) access to technical and contact information pertaining to Publications; and d) access to the ad.fast System database for the purposes of creating and maintaining your User Data;

In Writing means by letter or other written communication posted to its address as currently held in a User's User Data, or by email sent to a User at its email address currently held therein.

Programs means, together (and separately if the context so requires) the User Programs and the Uploading Programs, and both the original

and all whole or partial copies of them including modified copies or portions merged into other programs;

Publication means any publication produced by a Publisher for distribution either in print or in electronic format;

Publisher means a newspaper, magazine or internet site publisher who subscribes to and accepts delivery of Files via the ad.fast System;

Qmuli means QMULI LIMITED, Company Number 06029892 whose registered office is at 145-147 St John Street, London EC1V 4PY;

Site means the web pages accessible with web browser software located at www.ad.fast.co.uk and www.adfast2.qmuli.com;

Time of Upload means the date and time that the ad.fast System records the arrival of a File and issues the User with a Tracking Number;

Tracking Number means a unique number issued by the ad.fast System as a receipt in respect of a particular File when the process of uploading that File to the system is complete;

Uploading Programs means software (owned by Qmuli, or licensed to Qmuli) residing on the ad.fast servers that generates the pages within the Site that are purposed to facilitate the uploading of Files and are accessible by licensed Users with internet browser applications; User means you, normally an advertiser or advertiser's agent. You are responsible for creating and maintaining accurate User Data for the purpose of utilising the ad.fast System;

User Data means the information held on the ad.fast System that uniquely identifies each User. This includes a username and password that are confidential to the User, and also other information (including, without limitation, name, company name, address, telephone and fax numbers, and email address) that accompanies each File to the Publisher;

User Programs means any programs in respect of which Qmuli has obtained a licence for distribution to, and use by, Users.

USE OF THE AD.FAST SYSTEM BY USERS WHO UPLOAD FILES

Access to the ad.fast System is licensed not given. Qmuli grants you a licence both to access and use the File Upload Sections of the Site and the Uploading Programs as a User, for each instance of permitted access, strictly and only in accordance with this Licence. You obtain no rights other than those granted you under this Licence.

Qmuli reserves the right to modify the ad.fast System and the Programs as they see fit from time to time without prior notice. The Programs contain confidential information belonging to Qmuli, or to other companies from whom Qmuli has received a license, and all copyright, trademarks and other intellectual property rights in the Programs are the exclusive property of Qmuli, or those companies from whom Qmuli has received a license, as to their respective rights and ownership therein.

Each of the User Programs is supplied with its own individual licence agreement. Your use of these User Programs is subject to acceptance of that licence agreement in addition to acceptance of the terms of this Licence.

You are responsible for the selection, installation and use of the Programs and for the results obtained from the same. No responsibility will be accepted by Qmuli for your use of any of the Programs on inappropriate or incompatible equipment.

Qmuli cannot or will not be held responsible for ensuring the safe delivery of Files via the ad.fast System. This Licence does not in any way affect the normal contractual and commercial relationship between the User and the Publisher. The User remains responsible for the File transmitted until a Download Confirmation is received. Thereafter that Publisher is responsible for the File.

LICENCE PROVISIONS

Under this Licence, you may use the ad.fast System to transmit Files without restriction on either the quantity sent or the number of machines used to access the Site, provided that :-

- such Files exclusively contain material for use by the intended Publisher; and
- a File contains only one piece of Artwork.

However, Qmuli reserves the right to impose a maximum size for

incoming Files to be accepted, and to alter this maximum as it shall see fit. Any change will be posted on the Site, and take effect forthwith thereafter.

YOU SHALL NOT:

- (1) Use the ad.fast System except as provided in this Licence;
- (2) Modify the Programs and/or merge them into other programs;
- (3) Transfer the possession of the Programs to another party;
- (4) Reverse-assemble or reverse compile the Programs from object code into source code;
- (5) Sub-licence, rent, lease, or assign the Programs; or
- (6) Use any component of the ad.fast System without registration with, and acceptance by, Qmuli.

YOU SHALL:

- (1) Without prejudice to the foregoing, take all such other steps as shall from time to time (both during the currency of this Licence and thereafter) be deemed necessary by Qmuli (at its absolute discretion) in order to protect the confidential information and intellectual property rights of Qmuli in the Programs;
- (2) Inform all your relevant employees, agents and sub-contractors that the Programs constitute confidential information belonging to Qmuli and that all intellectual property rights therein are the property of Qmuli, or their third party suppliers. You shall take all such steps as shall be reasonably necessary to ensure full compliance by your employees, agents and sub-contractors with the provisions of this Licence;
- (3) Maintain accurate User Data at all times and take all reasonable steps to ensure the confidentiality of your username and password;

NO WARRANTY

The Programs are provided by Qmuli "as is". No warranty is given by Qmuli to any User in respect of their functionality or compatibility with any machine, equipment or other software.

THIS CLAUSE AND THE FOLLOWING CLAUSE ARE IN LIEU OF ALL WARRANTIES (OR CONDITIONS), EXPRESS OR IMPLIED, AND

SPECIFICALLY EXCLUDE (SUCH EXCLUSIONS NOT BEING LIMITED TO), THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF REMEDIES

Qmuli's entire liability under this Licence is as follows:

(1) For any claim (including fundamental breach), in any form, related in any way to this Licence, Qmuli's liability will be for actual damages only and will be limited to £10.

(2) No User may bring an action, regardless of form, more than one year after the cause of the action arose.

These limitations will not apply to claims for personal injury (including death) caused by the negligence of Qmuli or its agents for which Qmuli is legally liable.

ALL USERS MUST KEEP BACK UP COPIES OF FILES WHICH THEY UPLOAD AND NEITHER QMULI, THE PUBLISHER NOR THE OWNERS WILL BE LIABLE FOR :-

(1) The loss of a File from the ad.fast System; or

(2) Any lost profits, lost savings, or for any incidental, or economic or indirect, or consequential loss or damage, even if Qmuli has been advised of the possibility of such loss or damage; or

(3) Any damages claimed by any User based on any third party claim; or

(4) Ensuring the safe or timely delivery of Files via the ad.fast System; or

(5) Any loss or corruption of data during transmission or for the speed or success of transmission thereof; or

(5) Any loss or damage to software or computer equipment at any time utilised by a User to access the ad.fast System; or

(6) Any downtime where the ad.fast System is unavailable to Users due to the carrying out of essential maintenance or for any other reason outside Qmuli's control.

GENERAL

(1) Any additional software that is required by you to operate the

Programs should be separately licensed between you and any third party software provider. Qmuli accepts no responsibility for any third party software licence, and you will indemnify Qmuli to the extent of any cost, loss, damage or liability the use of, or breach of any licence of that software causes Qmuli.

(2) You, the User, are responsible for payment of any taxes, including but not limited to Value Added Tax and personal property taxes, resulting from this Licence.

ACCEPTABLE USE POLICY

Qmuli reserves the right to terminate this Licence at any time if it becomes aware of, or is notified by a Publisher or any other person of, the misuse, abuse or illegal use of the ad.fast System contrary to either Qmuli's Acceptable Use Policy (annexed hereto as Schedule A), or any statutory regulation or law governing the relationship between Qmuli and Users or the relationship between Users and Publishers.

CONTENT OF YOUR DATA

You undertake that your Files will not contain anything obscene, offensive or defamatory and will conform at all times with Qmuli's Acceptable Use Policy (annexed hereto as Schedule A). You will indemnify Qmuli and keep it effectively indemnified against all actions, proceedings, claims, demands, damages and costs (including all legal costs on a full indemnity basis) occasioned to Qmuli as a result of any breach of this undertaking.

LIFE OF YOUR DATA

Files will generally be stored on the ad.fast System for six months from the Time of Upload (or such other period as Qmuli, acting reasonably, shall determine and advise to Users by giving not less than 6 months' notice posted on the Site) ("the Period"). However, Qmuli reserves the right to :-

- (1) limit the amount of computer storage available to any single User on the ad.fast System; and
- (2) delete identical multiple copies of a File already held on the ad.fast System.

During the Period, Files will be available to download by both the User and the Publisher to whom they were consigned.

Qmuli may delete any User Data held on the ad.fast System where

there has been no File uploading activity for six months.

TERMINATION

You may terminate your Licence with Qmuli at any time. Qmuli may terminate your Licence if you fail to comply with any of its terms and conditions or if a Publisher requests Qmuli to do so In Writing for a bona fide reason (and Qmuli may accept, and act on, such request at its discretion). In any such event, on termination you, the User, must destroy all copies of the Programs held by you, your employees and agents.

THIRD PARTY RIGHTS

No third party shall obtain rights pursuant to this Licence, save for the Owners who shall have the benefit of the undertakings, exclusions and indemnities in their favour contained herein. Accordingly, save as aforesaid, Qmuli and the User do not intend that any of the terms of this Licence will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than Qmuli and the User.

JURISDICTION AND LAW

This Licence is governed by the laws of England and Wales. The User and Qmuli submit to the exclusive jurisdiction of the English Courts.

SCHEDULE A: ACCEPTABLE USE POLICY

Carefully read this Policy for acceptable use of the ad.fast System. Qmuli operates this Policy in order to conduct its business and facilities in a responsible manner to enable it to provide as uninterrupted and seamless a service to its Users as is reasonably possible. Qmuli reserves the right to suspend or terminate use of the ad.fast System by any User upon receiving notification (whether from a Publisher or a Qmuli employee or agent, by admission of the User, or otherwise) of that User's contravention of any one or more of the following :-

(1) Without prejudice to the terms of the Licence, you shall not send, transmit, make available, copy, re-transmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information, material or statement which infringes the intellectual property rights of any person or legal entity or the laws or statutory regulations or contractual rights or laws relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available, nor shall you make use of the Programs

or the ad.fast System provided to you under this Licence by Qmuli for the purposes of attempting or establishing unauthorised access to, or of facilitating a breach in the security devices of, machines, resources or networks without the prior unequivocal consent of the lawful owner of that machine, resource or network.

(2) You shall not make use nor attempt to make use of the ad.fast System:

(a) To facilitate and/or further the publication and distribution of chain letters, unsolicited commercial or electronic mail or mail transmission.

(b) To send or cause to be sent or forwarded either a large quantity of data or large numbers of copies of such data at such frequency that it causes the ad.fast System to become unable to cope with the volume of electronic mail, traffic or data directed at it.

(c) To send or forward malicious messages and/or viruses.

(3) You shall not use nor attempt to use the ad.fast System to forward data to any other person who does not hold a licence from Qmuli to use the ad.fast System for the receipt of data.

SCHEDULE B: ACCEPTABLE FILE FORMATS

This schedule details the File format(s) that can be uploaded onto the ad.fast System and which will be supplied thereafter to the intended Publication.

Files supplied in any other format will not be accepted.

Qmuli reserves the right to amend this list at any time without notice, save for thereafter giving information posted on the Site.

Acceptable format or formats as at 1 July 2013:

PDF