

STANDARD CONDITIONS – MARKETING SERVICES

1. DEFINITIONS & INTERPRETATION

1.1 In addition to any terms specified in the Agreement, unless the context otherwise requires:-

Agreement: an agreement which incorporates these Terms and Conditions by reference;

Business Day means any day other than a Saturday or a Sunday on which banks in London are open for business;

Customer Data means any and all personal or other data supplied by an MFC customer or user in response to any Promotion;

Intellectual Property Rights means patents, inventions, copyrights, trade marks, service marks, trade names, domain names, rights to goodwill, rights in designs, packaging, get up, look and feel, database rights, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and similar or equivalent rights in any part of the world; and

Website means the site at www.myfamilyclub.co.uk or any subsequent URL which may replace it.

2. APPROVAL AND DELIVERY OF PROMOTIONS

2.1 The Client shall deliver to MFC all Client Material for inclusion in a Promotion in the manner and at the time stated in the Agreement.

2.2 All Promotions are subject to MFC's approval. MFC reserves the right to refuse to publish, cancel or amend any Promotion or Client Material as it considers necessary in its sole discretion. MFC shall not be liable to the Client in respect of any such cancellation, rejection or amendment where it cancels any Promotion due to a due to any failure by the Client to discharge its responsibilities and in any other case, without prejudice to Condition 6, MFC's liability shall be limited to a refund of the Price paid. The Client shall not be entitled to cancel the Promotion after signing the Agreement.

2.3 Subject to timely receipt of Client Material, MFC shall afford the Client advance viewing of the Promotion for approval and without prejudice to Condition 2.2, shall take due account of any reasonable requested changes from the Client received not later than three (3) Business Days prior to the Publication Date.

3. PAYMENT

3.1 The Client agrees to pay the Price plus VAT to MFC no later than five (5) Business Days before the Publication Date as specified in the Agreement.

3.2 The Client acknowledges that non-payment of the Price shall be a material breach of the Agreement.

4. WARRANTIES

4.1 The Client warrants and represents to MFC that:-

4.1.1 it is either, the sole legal and beneficial owner or licensee of the Intellectual Property Rights contained in the Client Material Promotion which entitles it and MFC to reproduce the same in the Promotion;

4.1.2 it operates its business fairly and in accordance with all applicable laws and industry codes of practice (including those relating to advertising and marketing) and neither the

Client Material nor the Promotion is unlawful, misleading, inaccurate, incomplete, subject to unreasonable or unlawful conditions or inappropriate for users of the Website to receive;

4.1.3 the Promotion shall not contain any material which could reasonably be considered: defamatory; obscene; offensive; adult; violent; discriminatory; likely to deceive; commercially sensitive; infringing of individual privacy; likely to cause fear or alarm or otherwise unlawful or subject to legal sanction;

4.1.4 the Client has obtained the authority of any living person whose name or identity is contained in the Promotion;

4.1.5 the Client Material and the Promotion do not contravene the British Code of Advertising Practice and are not defamatory or in breach of any applicable laws and any other relevant legislation which may come into force now or in the future; and

4.1.6 the Promotion will not bring MFC or any of its brands, products or services into disrepute.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Client hereby authorises and licences MFC on a worldwide, irrevocable, transferable basis to reproduce, publish, distribute and to permit the reproduction publishing and distribution of all Client Material and the Promotion, including all Intellectual Property Rights therein, to the extent needed to fulfil the Agreement.

5.2 The Client shall not use any Intellectual Property Rights of MFC in connection with the Promotion or the Client Material unless specifically set out in the Agreement.

6. LIMITATION OF LIABILITY

6.1 The Client agrees and acknowledges that the precise placing and alignment of Promotions is not guaranteed but subject to editorial and technical constraints and shall be determined by MFC, acting reasonably. .

6.2 It is the responsibility of the Client to check the terms of each Promotion prior to publication and provide MFC with details of any error, misprint or omission.

6.3 MFC does not accept responsibility for errors arising from Client Material that do not meet any specifications as notified by MFC to the Client from time to time.

6.4 MFC will not be required to return any Client Material and no liability is accepted for loss of copy, artwork, photographs or other materials.

6.5 Subject to Condition 6.7, the total liability of MFC for any breach of the Agreement or arising out of any Promotion shall not exceed the Price payable for that Promotion or, where the Price is not ascertainable, the sum of £1,000.

6.6 Subject to Condition 6.7, MFC shall have no liability whatsoever to the Client or any third party for any loss of profits, loss of goodwill, loss of business opportunity, loss of reputation or any indirect or consequential loss, howsoever arising.

6.7 Neither party excludes or limits liability to the other party for death or personal injury arising from its negligence or breach of duty.

6.8 The Client hereby agrees to indemnify and keep indemnified MFC and its employees, officers, agents and contractors against any and all liability, damages, losses, claims or costs, including legal costs suffered by MFC and its employees, officers, agents and contractors arising out of or in connection with: any negligent act or omission of the Client; any claim or proceedings by any third party that any

Client Material and/ or any Promotion infringes the rights of such party; any claims arising from use of Customer Data by the Client or its employees, agents and subcontractors; or any actual or alleged breach of the Client's warranties under this Agreement.

7. DATA SHARING

7.1 Where a Promotion includes the collection of Customer Data (e.g. where the Promotion is or contains a competition or survey), MFC and the Client shall agree who is to collect Customer Data from respondents and provide it to the other at reasonable intervals. A third party may collect Customer Data on behalf of MFC or the Client provided that MFC or the Client takes responsibility for ensuring it is collected in accordance with the Agreement. Condition. Collection of Customer Data shall be undertaken on terms consistent with the Agreement and which require the relevant customers to consent, as a condition of participation in the Promotion, to the control of the Customer Data by MFC and the Client as data controllers.

7.2 For the purposes of this Agreement, MFC and the Client shall each collect, store, use and process Customer Data in accordance with the principles set out in the Data Protection Act 1998. The parties undertake at all time to adhere to the principles of the DPA in the collection, use and processing of Customer Data.

8. ADVERTORIAL, PRODUCT REVIEW AND LEAD GENERATION PROMOTIONS

8.1 The Client agrees and acknowledges that any and all Promotions which are or contain so-called "advertorial" material, product review and/or lead generation, including competitions and "partner pages" on the Website will be identified as such in such manner as MFC considers appropriate.

8.2 The Client agrees and acknowledges that MFC shall retain all editorial control and approval over any content published on the Website and that any product reviews or evaluations carried out by MFC or its team shall be prepared fairly and objectively.

8.3 The Client shall have no input, influence or editorial control over the content of any product reviews or other material on the Website which is not presented as promotional or advertising material.

9. TERM AND TERMINATION

9.1 This Agreement commences on the last date of signature and continues until the end of the Publication Period unless otherwise terminated in accordance with this Agreement.

9.2 Subject to Condition 9.3, MFC may terminate this Agreement immediately (without prejudice to any other rights or remedies it may have), by serving written notice on the Client at any time if:-

9.2.1 the Client is in breach of its obligations under the Agreement and, if remediable, has failed to remedy the breach within five (5) Business Days of service of notice by MFC specifying the breach and requiring that it be remedied;

9.2.2 the Client becomes insolvent, goes into liquidation, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed or, in the case of an individual or firm, becomes bankrupt or compounds with or grants a trust deed for the benefit of its creditors;

9.2.3 the Client ceases (or threatens to cease) to carry on business; or

9.2.4 MFC reasonably apprehends that any of the events

mentioned above may occur in relation to the Client and notifies the Client accordingly.

9.3 Following termination of the Agreement pursuant to Condition 9.1 the Client shall pay MFC such part of the Price as may be due in respect of any Promotions then due in accordance with the Agreement.

9.4 Termination of the Agreement shall be without prejudice to the accrued rights of either party.

10. ASSIGNATION

10.1 Subject to condition 10.2, the Client shall not be entitled to, or to purport to, assign, sub-contract or transfer any or all of its rights and/or obligations under the Agreement without the prior written consent of the other party.

10.2 MFC shall be entitled to assign its rights and obligations under the Agreement without the consent of the Client.

11. ENTIRE AGREEMENT

11.1 To the fullest extent permitted by law, the Agreement represents an exhaustive statement of the terms and no other terms shall be deemed to be incorporated therein.

11.2 Each party confirms to the other that:-

11.2.1 without prejudice to its rights in case of fraud, it has not been induced to enter into the Agreement in reliance upon any warranty, representation, statement, agreement or undertaking not set out in this Agreement; and

11.2.2 it has had the opportunity to take legal advice on the terms of the Agreement.

12. GENERAL

12.1 No waiver by either party of its rights under the Agreement shall be effective unless given in writing, and no delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party.

12.2 Should any provision of the Agreement be determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect.

12.3 Nothing in this Agreement is intended to or shall operate to create a partnership (or joint venture of any kind) between the parties. Neither party is the agent of the other and neither party shall give any undertaking on behalf of the other or otherwise bind the other in any way.

12.4 Any notice given by either party to the other party must be in writing and may be delivered by registered post or by facsimile and will be deemed to have been given in the case of delivery by registered post within two (2) Business Days after the date of posting and in the case of delivery by facsimile on sending subject to the sender having a valid fax transmission receipt.

13. SOCIAL MEDIA MARKETING

The Client hereby acknowledges that, where MFC agrees to use social media forums in the promotion of the Client's product(s) and/or service(s), such as the generation of Facebook content or co-ordination of "Twitter Parties", these depend on interactive forums managed by third parties which permit the distribution of content generated by individual users. They are not controlled or moderated by MFC. Save for any material contributed by MFC, all material contributed by third party users of social media ("User Content") represents the views and opinions of the users of such services, not MFC. [In some cases User Content may/

may be critical of the Client's product(s) and/ or service(s) or the Client generally.] MFC does not accept any liability for any User Content nor does it guarantee or offer any warranty that User Content will portray the Client, or the Client's product(s) and/ or service(s), in any particular light.

14. GOVERNING LAW

The Agreement shall be governed by Laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.