

General Terms and Conditions for Publisher

1. Scope

1.1. These are affilinet's standard terms and conditions for publishers ("Terms"), which may be up-dated from time to time by notice to the Publisher. Where a Sign-Up Form is completed by the Publisher using the Platform and it is accepted by affilinet, the Sign-Up Form together with these Terms will together constitute a framework agreement between affilinet and the Publisher, but will not commit either the Publisher to participate in Affiliate Programmes or affilinet to make offers to the Publisher to participate in Affiliate Programmes.

1.2. These Terms apply to the Publisher's participation in performance advertising campaigns using the Platform. Where the Publisher applies and is accepted to participate in any particular Affiliate Programme, a further separate contract between affilinet and the Publisher shall come into effect (the "Contract") governed by these Terms and the particular Programme Rules. The Publisher's participation in each individual Affiliate Programme shall be subject to the approval process described in Condition 4 below and shall, in the case of each Programme, constitute a separate contract.

1.3. These Terms shall apply as between the parties in respect of each Affiliate Programme to the exclusion of all other terms and conditions (including any terms and conditions that the Publisher purports to apply). Employees of affilinet are not authorised to enter into verbal agreements nor, unless the employee is a director of affilinet, to contract on the basis of any terms that a Publisher may seek to introduce.

2. Definitions and Interpretation

In these Terms and all contracts relating to Affiliate Programmes between the Publisher and affilinet the following definitions apply:

Account: the Publisher's account on the Platform, which, amongst other things, enables the Publisher to participate in Affiliate Programmes and provides it with statistical and financial information relating to such participation.

Advertiser: a person who has contracted with affilinet for the marketing of its goods and/or services.

Advertiser's Website: an Advertiser's Internet web-pages under which the Advertiser sells and/or markets online its goods and/or services.

Advertising Media: the media and marketing mechanics specified on the Platform, but usually a website of a Publisher. Where the Advertising Media is a website, this is deemed to mean the Publisher's Internet offering under the main domain specified and registered by the Publisher or another domain or sub-page if this has been attributed to the main domain on the Platform and is identical with regards to content. Where specified on the Platform, the Advertising Media may also include other media and marketing mechanics, such as search engine marketing.

Affiliate Programme: pay-per-click/view/lead/sale Affiliate Programmes and/or a combination of any of these programmes operated on behalf of Advertisers.

Click: a User's voluntary and deliberate call-up of a Hyperlink for the Advertiser's affilinet Affiliate Programme that Leads to access to the Advertiser's Website.

E-Commerce Laws: the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Electronic Commerce (EC Directive) Regulations 2002 and all other applicable e-commerce, e-marketing and data protection laws and regulations applicable to the relevant party's obligations under the Contract.

Hyperlink: a hyperlink to the Advertiser's Website, in the exact form and with the exact URL provided via the Platform, for use by the Publisher in the Publisher's Advertising Media for the Advertiser's Affiliate Programme, which is identified as such by the Publisher in his Advertising Media.

Lead: a valid Click that is followed by the voluntary and deliberate execution of a certain action on the Advertiser's Website by a User.

Platform: is affilinet's platform designed for the operation of Affiliate Programmes and accessible at www.affili.net.

Programme Rules: a document published on the Platform that sets out the rules for participation by Publishers in an Affiliate Programme.

Publisher Commission: monies due to the Publisher pursuant to Condition 6 in relation to valid Clicks, Views, Leads or Sales.

Sale: a valid click that is followed by the voluntary and deliberate entering into a contract on the Advertiser's Website for the acquisition of goods and/or services by the User.

Sign-Up Form: the sign-up form for publishers that appears on the Platform.

User: any natural person who voluntarily and deliberately accesses the Advertising Media and/or the website of the Publisher and/or the Advertiser.

View: a user's voluntary and deliberate access of Advertising Media through which the Advertiser's creative content is displayed in accordance with the Programme Rules.

2.2 The headings in the Contract are for ease of reference only and shall not affect the construction or interpretation of the term or paragraph to which they refer or the Contract. Words denoting the singular include the plural and vice versa, and words of any one gender include reference to both genders. References to a "person" include natural persons, corporations, companies, firms, associations and organisations. References to "including" and "include" shall be construed as illustrative and deemed to mean respectively "including without limitation" and "include without limitation". References in the Contract to any statute, statutory provision or regulation includes a reference to: (a) that statute, statutory provision or regulations as from time to time amended, extended, re-enacted or consolidated whether before or after the date of the Contract; and (b) all statutory instruments or orders made pursuant to it.

3. Application to register on the affilinet Platform

3.1. By applying to register on the Platform, the Publisher shall have agreed to these Terms.

3.2. The Publisher warrants and undertakes that all information given by it in the application process and subsequently through the Platform is in all material respects correct, complete and accurate.

4. Offer and acceptance

4.1. From time to time affilinet announces on the Platform details of particular Affiliate Programmes.

4.2. The Publisher may via its Account apply to participate in any such Affiliate Programme(s).

4.3. affilinet acting in its absolute discretion may accept an application by the Publisher, such that the Publisher may then participate in the Affiliate Programme. Any such acceptance by affilinet will be notified to the Publisher in writing, whether via the Platform or otherwise. Where affilinet does not respond to the Publisher's application then that must be treated as being a rejection.

4.4. Where affilinet accepts the Publisher's application then the Publisher's participation in the Affiliate Programme shall be governed by a Contract that comes into effect in accordance with Condition 1 above.

5. Scope and performance of services

5.1. Subject to Conditions 3 and 4 above and the Publisher's strict compliance with these Terms and agreement to comply strictly with the terms of any applicable Programme Rules, affilinet agrees to use its reasonable endeavours to enable the Publisher to participate in Affiliate Programme(s) through the use of the Platform.

5.2 The Publisher agrees to comply strictly with these Terms and the terms of any applicable Programme Rules in respect of each Affiliate Programme. The Publisher acknowledges that such compliance is crucial to the maintenance by affilinet of good relations with Advertisers and the good reputation and financial standing of affilinet's business.

5.3. The Publisher shall at all times act in accordance with best industry standards, including all relevant IAB guidelines that apply to affiliates.

5.4. The Publisher agrees to act in relation to each Affiliate Programme with due regard to the best interests of the Advertiser.

5.5. affilinet is entitled, but not obliged, at its own discretion to develop and upgrade from time to time the Platform's technical and functional capabilities.

5.6. Through its use of the Platform the Publisher shall be able to view its Account including having access to various real-time statistical information relating to its participation in Affiliate Programmes.

5.7. The Publisher is prohibited from improperly obtaining Views, Clicks, Leads and Sales in breach of these Terms or the terms of a relevant Affiliate Programme.

5.8. The Publisher shall co-operate with affilinet in circumstances where affilinet or a relevant Advertiser believes the Publisher may have been acting in breach of its obligations under these Terms or the terms of a relevant Affiliate Programme.

6. Calculation of remuneration

6.1. Subject to the Publisher complying strictly with the terms of the Contract (including the terms of the relevant Programme Rules) and the relevant Advertiser(s) confirming the Clicks, Views, Leads or Sales are valid, affilinet agrees to pay to the Publisher commission calculated in accordance with the Programme Rules and the remaining terms of the Contract ("Publisher Commission").

6.2. In the case of pay-per-view Affiliate Programmes, Views shall be logged and verified on the Platform and their validity shall be determined by affilinet at its reasonable discretion. The Publisher shall be credited the fixed amount for every thousand valid Views shown for the relevant Affiliate Programme on the Platform.

6.3. In the case of pay-per-click Affiliate Programmes, Clicks shall be logged and verified on the Platform and their validity shall be determined by affilinet at its reasonable discretion. For every valid Click the Publisher shall be credited a fixed amount to the value published on the Platform in the description of the Affiliate Programme.

6.4. Clicks that are not generated through a Hyperlink and on the Advertiser's Website shall be invalid. Clicks generated automatically by means of technical devices (e.g. click generators) and Clicks and Views initiated under coercion or by deception shall be treated as invalid. Repeated Clicks and Views/successive Clicks and Views within a short period of time by the same User – including on different Hyperlinks – shall be treated as invalid. Clicks and Views for which the User receives remuneration from the Publisher or a third party –

except as agreed in the Programme Rules within the framework of an affilinet bonus system – shall be treated as invalid. Clicks and Views that are associated with a mandatory action (including the sending of an SMS message, the participation in a gambling competition or the utilisation of the Click in a paid email system) shall be treated as invalid, unless expressly permitted in the Programme Rules or agreed in writing by affilinet. The Publisher shall not have any right to Publisher Commission for Clicks and Views that are invalid.

6.5. All potentially valid Clicks, Views, Leads and Sales shall be shown as pending on the Platform in the course of the daily analysis of the Platform. This does not constitute acknowledgement that the recorded Clicks, Views, Leads and Sales are all completely recorded and valid. In relation to such pending and any credited Clicks, Views, Leads and Sales, affilinet reserves the right to carry out checks on validity according to the provisions of these Terms and the terms of the relevant Programme Rules.

6.6. The logging and verification of Leads and Sales may be carried out in part by the relevant Advertisers and their systems. Leads and Sales may be shown as pending or provisionally credited after the terms of the relevant Programme Rules appear to have been met. Crediting the Account does not constitute acknowledgement that all terms of the relevant Programme Rules have been met nor that the recorded Leads or Sales are in fact valid Leads or valid Sales.

6.7. Amounts shown as credited in the Account are subject to confirmation of the Leads or Sales by the Advertiser, who verifies them. Moneys shall only be due to the Publisher once the Advertiser has validated the relevant Views, Clicks, Leads or Sales, and shall then be payable in accordance with Condition 7.

6.8. Leads are identified/determined in the same way as Clicks, with the execution of the qualifying action for the Leads being logged and verified on the basis of the Platform, and determined by affilinet at its equitable discretion. Sales are also identified and/or determined in the same way as Clicks, with the qualifying action, in terms of Users entering agreements for the acquisition or use of a good or service, being logged and verified on the basis of the Platform, and determined by affilinet at its equitable discretion.

6.9. The publishers right to remuneration only arises after the Advertiser has verified the relevant View, Clicks, Leads of Sales.

6.10. Unless otherwise stated in the Insertion Order, Publisher Commission in relation to Leads and Sales shall be calculated according to the net sale value of the specified goods or services (exclusive of the cost of any ancillary services and VAT).

6.11. The Publisher shall regularly view the Platform and promptly raise justified objections to refused Leads or Sales.

7. Payment

7.1. affilinet shall create a monthly statement for the Publisher in respect of Publisher Commission due according to Condition 6 above for each Affiliate Programme in which the Publisher participates. The Publisher shall be informed by email on the first working day of each calendar month of the amount of Publisher Commission due for the previous month, according to the credits awarded to the Account for the past calendar month. affilinet shall use its reasonable endeavours to pay the Publisher on the 15th day of that month, and in any event the actual date of payment shall be no later than the 22nd day of that month. affilinet shall pay Publisher Commission to the Publisher provided that the amount due is at least £50 net of VAT. affilinet shall only pay out to the Publisher the credits in a month in which all credits in the Account cumulatively exceed £50 net of VAT. No interest is due on balances shown in the Account.

7.2. Payment of Publisher Commissions may from time to time be made before final checks by affilinet as to whether the credits on the Account were based on valid Views, Clicks, Leads or Sales and without these having been verified by the Advertiser. If a condition for validity under section 6 is not met, or the Advertiser does not give (or retracts) its verification, or the generation of a View, Click, Lead or Sale was based on a breach of these Terms or the Programme Rules, or following review a valid View, Click, Lead or Sale cannot be determined for any other reason then affilinet shall notify the Publisher of the sum paid to the Publisher in error. affilinet may deduct this sum from the Publisher's Account or otherwise require the Publisher to repay it on demand.

7.3. The Publisher shall regularly check its Account and its relevant bank account and notify affilinet

immediately, but at the latest within 14 days, of any accounting or payment errors.

8. Further responsibilities of the Publisher to affilinet and the Advertisers

8.1. The Publisher shall use the Advertiser's Hyperlinks and other materials only as intended by the Advertiser, and present them in a way which ensures that only valid Views, Clicks, Leads or Sales are generated by Users on the Advertiser's Website.

8.2. affilinet will through the Platform provide the Publisher with the Hyperlinks and other materials necessary for the Publisher's participation in an Affiliate Programme. The Publisher may not change or alter the Hyperlinks or other materials (including the creative material, the HTML code or supplied banners etc.). Hyperlinks must be embedded in the particular Advertising Media that has been approved in the Affiliate Programme. The Publisher shall only enable the Advertiser's Hyperlinks to link to the Advertiser's Website. The Publisher shall only use the Hyperlinks and other materials in the Advertising Media of the Publisher and in connection with its participation in an Affiliate Programme and within the scope of their intended, authorised use. The Publisher shall not allow third parties to make any use of the Hyperlinks or other materials.

8.3. The usage by the Publisher of the intellectual property rights of affilinet, Advertisers or any other third party is only permitted to the extent expressly set out in the Contract. The Publisher undertakes to design its Advertising Media in a way which ensures that the intellectual property rights of third parties are not infringed and all applicable law, including E-Commerce Laws, are not breached.

8.4. The Publisher shall only send emails or other messages containing advertising for affilinet and/or the Affiliate Programme if this is permitted under the Affiliate Programme and provided that all applicable laws, including E-Commerce Laws, are observed.

8.5. The Publisher undertakes to design its Advertising Media in accordance with all relevant laws. Displays of violence, sexually explicit or pornographic contents or discriminatory statements or representations with regard to race, gender, religion, nationality, disability, sexual orientation or age are prohibited on the Advertiser's Website, the Advertising Media of the

Publisher and/or in connection with the participation in Affiliate Programmes. The design of the Advertising Media must not lend itself to compromising the reputation, brand or operations of affilinet or the Advertiser or its goods and services. The Publisher undertakes to provide all necessary cooperation in the case that information has to be disclosed to any government or regulatory authorities.

8.6. The preceding terms shall also apply where the Publisher refers to pages of third party suppliers through links.

8.7. Unless otherwise stated in the Programme Rules, the Publisher may place any number of Hyperlinks to the Advertiser's Website in the Advertising Media. affilinet (or the Advertiser) may, however, require the Publisher to change the positioning of any Hyperlink.

8.8. Without limitation to the remaining terms of these Terms, the Publisher undertakes to affilinet to:

(a) comply with any relevant Programme Rules;

(b) refrain from changing the HTML code or creative content provided by the Advertiser and only to use the creative content in the Advertising Media of the Publisher;

(c) use the Advertiser's creative content only in connection with their participation in an Affiliate Programme and to refrain from passing information or creative content to third parties;

(d) use trade marks and logos of third parties – especially of the Advertiser – only if affilinet or the Publisher has obtained the consent of the rights holder for such use;

(e) design their Advertising Media in a way which ensures that intellectual property rights of third parties (including copyright) are not violated and applicable law (including E-Commerce Laws) is not breached;

(f) send emails containing advertising for affilinet/the Affiliate Programmes only in accordance with applicable laws;

(f) design their Advertising Media in accordance with the legal provisions for consumer protection;

(g) refrain from depicting displays of violence, sexually explicit or pornographic content or making discriminatory statements or representations with regard to race, gender, religion, nationality, disability, sexual orientation or age in the Advertising Media of the Publisher and/or in connection with the participation in Affiliate Programmes;

(h) not compromise the reputation of the goods or services, brand or operations of affilinet and the Advertiser; and

(i) design and present their Advertising Media, including all entries in search engines, directories or link lists of third parties, with a view to enabling only valid Views, Clicks, Leads and Sales to be generated;

8.9. affilinet has undertaken to the Advertiser that it will seek to procure that publishers and affiliates of affilinet meet the obligations set out in Condition 8.8. For the avoidance of doubt, any breach of these provisions may be enforced against the Publisher both by affilinet and the Advertiser.

8.10. Each of the obligations of the Advertiser under these Terms (including Conditions 5 and 8) and under the Contract generally are cumulative and are without prejudice and in addition to each of its other obligations, whether under the Contract, law or equity.

9. Term

9.1. Subject to Condition 10, the Contract shall come into force on the date of acceptance by affilinet under Condition 4 and it shall remain in force until terminated in accordance with Condition 10.

9.2. The Advertiser's participation in each Affiliate Programme shall continue for the duration of the Affiliate Programme (as may be specified in the Programme Rules) unless suspended or terminated in accordance with Condition 10.

10. Deactivation of the account and contract termination

10.1. affilinet may deactivate the Account with immediate effect if the Publisher has not participated in an Affiliate Programme, or has not generated revenue greater than £50 (net of VAT) within any period of 12 months. Such deactivation shall in itself serve as immediate notice by affilinet to the Publisher of termination of the Contract.

10.2. Where affilinet has grounds for suspecting that the Publisher has been acting fraudulently or otherwise acting in material breach of its obligations under any Contract (or is notified of such circumstances by an Advertiser), then without prejudice to its other remedies affilinet may with immediate effect suspend all Contracts between the Publisher and affilinet pending urgent investigation of the circumstances. This will lead to the Publisher's participation in the Advertiser's Affiliate Programme being suspended and, following the investigation, may lead to the provisions of Condition 10.4 applying.

10.3. affilinet may from time to time acting in its absolute discretion and without cause remove the Publisher from the Advertiser's Affiliate Programme on 4 working days notice provided always that affilinet shall continue to honour any Sales or other relevant actions for the lifetime of any cookies placed at any time before the end of those 4 working days by the Publisher.

10.4. Without prejudice to any other remedies available, either party shall be entitled to terminate the Contract with immediate effect by giving notice of termination to the other party if:

(a) the other party commits a breach of the Contract which, in the case of a breach capable of remedy, shall not have been remedied within 7 days of the receipt by the other party of a notice identifying the breach and requiring its remedy. Upon remedy, the party in breach shall provide proof of remedy within 3 days thereof; or

(b) the other party compounds with or convenes a meeting of its creditors or some action is taken to terminate its business;

(c) the other party is declared bankrupt;

(d) the other party has a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets;

(e) an event takes place which would entitle the appointment of a receiver over the assets of the other party or which could cause any floating charge on its assets to crystallise;

(f) a petition is presented or an order is made or a resolution is passed for the winding up of the other

party or a meeting is convened for the purpose of winding it up;

(g) any event analogous to the events described in this Condition 10.4 shall occur in any jurisdiction in which the other party is incorporated or resident or carries on business; or

(h) the other party for any reason ceases, or threatens to cease, to carry on business.

11. Contract termination

11.1. Following termination of the Contract, affilinet shall pay the Publisher any moneys due and payable in relation to the relevant Affiliate Programme in accordance with Condition 7. Any credits in the Account that are below the threshold in Condition 7.1. above shall be forfeited by the Publisher.

11.2. Following suspension or termination of the Contract, the Publisher shall immediately remove from all websites all Hyperlinks to the relevant Affiliate Programme. Subject only to Condition 10.3 (which applies only where affilinet acts in its absolute discretion and without cause), the Publisher shall not be paid any remuneration in relation to any Clicks, Views, Leads and Sales first recorded after the date of suspension or termination.

11.3. Following suspension or termination of the Contract, the Publisher must not, whether directly or indirectly, apply for re-registration in relation to the Affiliate Programme.

12. Damages

12.1. affilinet warrants and undertakes to the Publisher that it will:

(a) act towards the Publisher in a professional manner;

(b) it shall not disclose or use or cause to be disclosed or used, at any time during or subsequent to the Contract, any secret or confidential information of the Publisher or any other information relating to the business, financial or other affairs of the Publisher except as required by the Publisher in connection with affilinet's performance of the Contract or as required by law or regulation or as reasonably required in connection with any fund raising or other corporate transaction;

(c) it will at all times comply with its duties under applicable laws (including E-Commerce Laws); and

(d) it has and will continue to have at all material times full power and authority to enter into and perform the Contract and provide its services hereunder.

12.2. The Publisher warrants and undertakes to affilinet that:

(a) it has and will continue to have throughout the duration of the Contract full power and authority to enter into and perform the Contract;

(b) it will at all times comply with its duties under applicable laws (including E-Commerce Laws);

(c) its performance of its obligations under the Contract will not infringe third party intellectual property rights; (d) it will keep all passwords and other means of access to the Platform secure and shall immediately notify affilinet by e-mail if the Publisher believes that any unauthorised use has or may be made of the Platform;

12.3. Subject to Conditions 12.1 and 12.5, all conditions, warranties, representations or other terms concerning affilinet's performance of its obligations under the Contract which might otherwise be implied or incorporated into the Contract, or any collateral contract, whether by statute, common law, custom or otherwise, are hereby expressly excluded to the fullest extent permitted by law.

12.4. affilinet gives no warranty or representation in respect of the commercial benefit to be derived from the use by the Publisher of the Platform or the Publisher's involvement in any Affiliate Programme.

12.5. Notwithstanding anything to the contrary contained in the Contract, nothing in the Contract shall operate to exclude or limit liability for:- (a) death or personal injury caused by a party's negligence (for which no limit of liability shall apply); or (b) fraud or fraudulent misrepresentation; or (c) breaches of the terms implied by s2 of the Supply of Goods and Services Act 1982; (d) any other liability which cannot be limited or excluded under applicable law.

12.6. Subject only to Condition 12.5, affilinet shall not be liable to the Publisher for:- (a) loss of sales, loss of profits, loss of custom or contracts; (b) loss of reputation or goodwill; (c) managers' and consultants'

time in monitoring and managing affilinet's services hereunder; (d) loss of programs or data and/or undertaking the restoration of programs or data; or (e) any other special, indirect or consequential loss or damage, in all cases whether foreseeable, known, foreseen or otherwise and whether arising from negligence, breach of contract or howsoever.

12.7. Subject only to Condition 12.5, neither party shall be liable to the other for loss, damages or costs arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of the Contract other than those representations, agreements, statements or undertakings confirmed by a duly authorised representative in writing or expressly referred to in the Contract.

12.8. Subject to Condition 12.5, affilinet's maximum aggregate liability arising out of or in connection with the Contract or any collateral agreement, whether in contract or tort (including in each case negligence) or otherwise shall in no circumstances exceed the higher of:- (a) £25,000 or (b) the total of all sums paid to the Publisher under the Contract in the 12 month period prior to the date upon which the event giving rise to the liability first occurred.

13. Indemnity

13.1. The Publisher undertakes to indemnify affilinet and keep affilinet at all times fully indemnified from and against all actions, proceedings, claims, expenses, losses (including any direct, special, indirect or consequential losses, loss of profit and loss of reputation), costs, demands (including affilinet's reasonable legal costs), awards and damages however arising directly or indirectly as a result of the Publisher's negligence and/or any breach or non-performance by the Publisher of any of the Publisher's obligations, undertakings, representations or warranties in the Contract.

14. Changes and variations to contracts

14.1. affilinet may from time to time amend these Terms. Where affilinet intends to amend these Terms, it shall notify the Publisher of this intention. The amended Terms shall automatically take effect at the beginning of the new calendar week, two calendar weeks after affilinet notifying the Publisher of the amendment.

14.2. The rate of Publisher Commission within any Affiliate Programme may be changed at any time. The Advertiser may at its absolute discretion change the Publisher Commission within its Affiliate Programme, and such change will then bind the Publisher and affilinet. The change shall take effect through notification of the changed Publisher Commission on the Platform relating to the respective Affiliate Programme. The amendment shall take effect at 12 midnight UK time on the day following publication of the change on the Platform.

15. Various

15.1. Where there is any manifest inconsistency between the provisions of these Terms and any Programme Rules, the provisions of the Programme Rules will apply.

15.2. Neither party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying (including any act of God, terrorism, fire, flood, strike, lock-out or other form of industrial action or software, hardware, telecoms or other computer failure or any default by a third party system or service supplier).

15.3. No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

15.4. If any provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

15.5. The Publisher shall not without the prior written consent of affilinet assign any or all of its rights under the Contract, nor sub-contract any or all of its obligations under the Contract, nor purport to do any of the aforementioned. affilinet may assign its rights and/or transfer its obligations under the Contract. In particular, affilinet shall be entitled to sub-license and/or sub-contract its rights and obligations under the Contract to any third party including the Advertiser.

15.6. The Contract contains the entire understanding of the parties with respect of the subject matter hereof, and supersedes all prior agreements.

15.7. For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of the Contract, the Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions except for any Advertiser and any subsidiary, holding company or other group company of affilinet.

15.8. All notices which are required to be given under the Contract must be in writing and sent to an address set out in the Contract, or such other address in the UK as the recipient may designate by notice given in accordance with the provisions of this Condition 15.8. Any such notice may be delivered personally or by first class pre-paid letter, e-mail or facsimile transmission and shall be deemed to have been served, if by hand, when delivered; if by first class post, 48 hours after posting; and if by facsimile transmission or e-mail, when dispatched. In addition, affilinet may give notices to the Publisher through the Platform, and any such notice shall be deemed to have been served upon it being placed on the Platform.

15.9. The Contract is subject to the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts.

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