

REVIEWMEDIA LIMITED (“the Company”)

Advertising Terms and Conditions

1. ACCEPTANCE:

The Company accepts advertisements for publication subject (1) to the following conditions, and (2) where applicable the Company's General Terms and Conditions (and where if at all they conflict with these conditions, these conditions shall apply), to the exclusion of any terms and conditions of the advertiser or other party.

2. ADVERTISEMENT COPY:

All advertisements must comply with the British Code of Advertising Practice, any codes supervised by The Advertising Standards Authority, current UK and European union laws, and the Company's own advertisement copy policies. If in the Company's absolute discretion advertisements are not legal, decent, honest and truthful, the Company will not accept such copy.

3. CHANGES:

3.1 The Company will try its best to comply with all advertisement requests but cannot guarantee to publish an advertisement on a particular date. It reserves the right to change the position of an advertisement in the paper, alter, suspend or cancel an advertisement even if it has already been previously accepted for publication.

3.2 It is the advertiser's responsibility to provide artwork to the Company's production standards as stated on Company's promotional literature. Should the advertiser fail to provide suitable artwork by the publishing deadline then the Company reserves the right to utilize the booked space for other purposes and charge the advertiser. Where the Company has produced artwork for the advertiser then any proof supplied by the Company will be deemed as accepted by the advertiser for publication unless the advertiser has responded in writing requesting amendments before the deadline date accompanying the proof. Any amendments requested by the advertiser may be chargeable. Should the proof provided by the Company be unacceptable by the advertiser then it remains the advertiser's responsibility to provide artwork.

3.3 Where style type or layout is left to the Company's judgment or discretion, changes therefrom requested by the Client will be subject to an additional charge.

4. LIABILITY:

The Company's liability for any loss or damage caused by any error in an advertisement or the timing of its publication or by its omission in error shall be limited to the cost of the advertisement (or to the first advertisement in the case of a series of advertisements). In the event of any misprint or omission in the printing of an advertisement the Company will re-insert the advertisement or relevant part of the advertisement as the case may be or at its discretion make a reasonable refund or an adjustment to the cost. No re-insertion, refund or adjustment to the cost of the advertisement will be made where the error, misprint or omission does not materially detract from the advertisement.

5. INDEMNITY:

The advertiser, which expression shall include any Advertising Agency involved in placing the advertisements, agrees to indemnify the Company in respect of all costs, damages or other charges falling upon it as a result of legal actions or threatened legal actions arising from the publication of the advertisements in accordance with the copy instructions supplied to the Company by or on behalf of the advertiser.

6. INSPECTION:

The Company is entitled any time to inspect or verify the integrity of any goods or services advertised.

7. CANCELLATION/ALTERATIONS:

The Company shall not be bound by notice of stop orders, cancellations or transfers of advertisements booked for insertion received less than 21 days prior to the date of proposed publication and the Company reserves the right to charge in full for advertisements cancelled prior to the date of proposed publication. Cancellations must be in writing and be received by the Company with the relevant sales order confirmation paperwork previously sent by the Company. Upon receipt, qualifying cancellations will then be acknowledged in writing by the Company as accepted.

8. RATES:

Advertising rates are as published by the Company and the Company's current rate card is available upon request from the Company's offices. The Company shall have the right to change their scale of advertisements rates and to alter publishing schedules at any time without notice.

9. DISTRIBUTION AND PUBLISHING SCHEDULES:

The Company shall have the right to alter publishing schedules, methods of distribution and quantities delivered of its publications at any time and without notice. Statements made by the Company either orally or within the Company's promotional literature regarding the methods applied and quantities involved in the distribution process of the Company's publications are for guidance only and are not guaranteed. This includes the quantity of copies printed, delivered to homes and businesses, purchased or picked up, all of which may fluctuate from issue to issue according to the current demand for the publication and other circumstances beyond the Company's control.

10. PAYMENT AND DISCOUNTS:

10.1 The charge for publishing an advertisement becomes liable for full payment on receipt of an invoice. Failure to pay within 28 days of the date of issue of the Company's invoice will incur interest at 4% above Barclays Bank Plc base rate until payment. A Sales Order Confirmation supplied by the Company may state a 'pre-paid discount' accompanied by a payment date prior to publication or a 'special rate' accompanied by a payment date. Should payment be made on or before the dates specified in each case the Client will qualify for the stated pre-paid or special rate discount otherwise the full amount is payable. If the Company is unable to ascertain (in its view only) the advertiser's creditworthiness or the total amount payable falls below the minimum charge allowed by the Company for pre-paid discounted rates then the Company reserves the right to demand full payment prior to publication.

10.2 Any advertisement charged to a valid credit/charge card, will be subject to a surcharge.

10.3 Where a series booking has been made, a series discount will be offered on a issue by issue basis as confirmed in the relevant series booking schedule supplied to the advertiser. Should the series booking be cancelled for any reason before the last advertisement has been published then the Company reserves the right to surcharge the full amount of series discount for advertisements so far published.

11. GENERAL:

11.1 The Company shall be entitled to apply any amount due to the advertiser under these terms and conditions in or towards payment of any sum owing by the advertiser to the Company in relation to any matter whatsoever.

11.2 No waiver by the Company of any breach of those terms and conditions by the advertiser shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 The Company shall not be liable to the advertiser or be deemed to be in breach of the terms and conditions by reason of any delay in performing or any failure to perform any of the Company's obligations hereunder if the failure was due to any cause beyond the Seller's reasonable control.

REVIEWMEDIA LIMITED General Terms and Conditions

1. DEFINITIONS

In these Terms and Conditions:

“the Company” means ReviewMedia Limited.

“the Client” means an individual, firm, company or other party with whom the Company contracts.

“the Conditions” means the standard terms and conditions set out in this document and includes any special terms and conditions agreed in writing between the Client and the Company.

“the Contract” means the Contract for the provision of Services and/or Goods made between the parties in accordance with clause 2.1.

“the Goods” means the Goods (including any installment of the Goods or any parts for or of them) which the Company is to supply in accordance with these Conditions including advertisements, designs, drawings, sketches, dummies, proofs, pictures, photographs, posters, leaflets, brochures, film (including the images thereon) artwork, computer data and digital images.

“the Services” means the services, which the Company is to supply in accordance with these Conditions.

“Writing” includes email, cable, facsimile transmission and comparable means of communication.

“Media Owner” means publisher or other specified party.

2. BASIS OF THE CONTRACT

2.1 The Company shall provide the Goods and/or Services in accordance with the Company's Sales Order Confirmation subject to these Conditions and any additional terms referred to in the Sales Order Confirmation and/or estimate or as agreed in accordance with clause 2.2 to the exclusion of any other terms and conditions of the Client or third party.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Client and the Company.

2.3 The Client shall not be entitled to rely on any representations statements or warranties save as set out in clause 2.1 unless specifically confirmed by the Company in writing to the Client. No representation whether oral, written or otherwise, made before or after the date of the Contract shall be part of the Contract or if made before the date of the Contract shall not be deemed to be inducement to the Client to enter into it.

2.4 Any waiver of breach of these Conditions shall not prejudice the Company's rights

in respect of any subsequent breach.

3. CAPACITY OF THE COMPANY

In all matters where applicable the Company will act as a principal and not as the agent of the Client, Media Owner or other suppliers.

4. REMUNERATION

Subject to any sub-contract fee basis specified by the Company the Client shall pay the Company for the Services and/or Goods in accordance with the following provisions:

4.1 Where a Media Owner provides the Goods and/or Services the gross amount of the Media Owner's invoice and in addition the Company may also charge a handling fee; and

4.2 For Goods and/or Services provided by the Company such amount as stated in the estimate prepared by the Company or such amount as advised by the Company to the Client from time to time.

4.3 The Company reserves the right to charge:

4.3.1 for an additional work where copy supplied by the Client is not clear and legible, and

4.3.2 a reasonable sum for the storage of Client's property at the Company's premises.

5. PAYMENT

5.1 The Company will invoice the Client at such times as it shall in its discretion think fit and the Client will pay each invoice within 28 days from the date of such invoice unless the Company is unable to establish (in its view only) the Client's creditworthiness in which circumstances payment will be due immediately.

5.2 Clause 5.1 does not apply where the Company is unable to obtain credit from a subcontractor and therefore payment is due to the sub-contractor immediately. In such case, the Client will pay the Company's invoice on presentation. The Company will not advance such amounts on behalf of the Client nor accept any liability for the consequences of late receipt.

5.3 The Company reserves the right to charge interest at 4% above Barclays Bank's base rate on any amounts overdue from the due date until the date of payment (past before and after judgment).

6. PURCHASES AND CLIENT APPROVAL

6.1 The Company will not purchase production materials or incur costs chargeable to the Client without the Client's prior agreement, provided always that the Client's approval of copy, layouts, proofs, scripts or proposals produced in connection with the provision of any of the Services and/or Goods will constitute authority to the Company to incur such costs. The Client shall not in any event unreasonably withhold its approval of copy, layouts, proofs, scripts or proposals.

6.2 It is the Client's responsibility to approve all layouts, scripts, polarooids or photographs, illustrations, art works and other materials prior to printing, publication or issue and the Company will not be held responsible for remedying any errors found after such approval is given however arising save where the Company does not act in accordance with such approval.

6.3 It is the Client's responsibility to provide artwork to the Company's production standards (details of which are available on request). Should the Client fail to provide suitable artwork by the publishing or print or any other relevant deadline then the Company reserves the right to charge the Client for any costs incurred by the Company. Where the Company has produced artwork (proofs, copy, and the like) for the Client then any such artwork supplied by the Company will be deemed as accepted by the Client for publication or printing unless the Client has responded in writing requesting amendments before the deadline date accompanying the artwork. Any amendments to the artwork requested by the Client may be chargeable. Should the artwork produced by the Company be unacceptable to the Client then it remains the Client's responsibility to provide artwork.

6.4 Where style type or layout is left to the Company's judgment or discretion, changes therefrom requested by the Client will be subject to an additional charge.

6.5 The Company may reject any paper, plates, computer data, digital images or other materials supplied or specified by the Client which appear to it to be unsuitable. Additional costs incurred by the Company if materials supplied by the Client are found to be unsuitable during production may be charged for except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Company in ascertaining the unsuitability of such materials then that amount shall not be charged to the Client. Where materials are supplied or specified by the Client, the Company will take reasonable care and skill to secure the best results, but responsibility will not be accepted by the Company for imperfect work caused by defects in or unsuitability of materials so supplied or specified. The Client must ensure that quantities of materials supplied by it will be adequate to cover normal spoilage.

6.6 The Company shall not be required to print or publish or otherwise deal with any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

7. ALTERATIONS OF ANCILARY CONTRACTS

Alterations and cancellations of ancillary contracts or alterations in media and other schedules can be made only when permitted by the terms of the contract entered into by the Company with media owners or suppliers of any goods.

8. COPYRIGHT AND TITLE

8.1 The copyright in all Services and/or Goods supplied, including without limitation, photography, visuals, artwork, copy, advertising, publicity material, filmed commercials, corporate identity and advertisements created by the Company for the Client will vest in the Company and all such Goods and/or Services supplied to the Client shall only be used directly for the purpose authorized and licensed by the Company as set out in clause 8.2.

8.2 Subject to clause 8.4 and in consideration of the remuneration the Company shall grant to the Client a non-exclusive licence within the United Kingdom to use the Goods and/or Services for the authorized purpose in accordance with clause 8.5.

8.3 Any other intellectual property rights other than copyright as shall exist including without limitation in the advertising and general publicity material and other Goods and/or Services supplied by the Company to the Client shall remain the property of the Company and shall only be used by the Client directly for the purpose authorized by the Company in accordance with the following provision: -

8.3.1 subject to clause 8.4 and in consideration of the remuneration the Company shall grant the Client a non-exclusive licence within the United Kingdom to use such other intellectual property rights in accordance with clause 8.5.

8.4 For the avoidance of doubt no copyright or other intellectual property in any Services and/or Goods supplied to the Client will at any time pass to the Client and will in accordance with this clause 8, only be used by the Client under licence. In addition, no licence will be granted until and unless payment in full has been received by the Company in respect of the copyright or intellectual property in question.

8.5 The licence to be granted in accordance with clauses 8.2 and 8.3.1 shall commence on the date of supply and/or delivery (as appropriate) for a period of 12 months and thereafter shall be renewed on an annual basis provided that the Client shall have paid all outstanding invoices due to the Company for a maximum aggregate period of 60 years or such period as prescribed or permitted by law in respect of any such intellectual property.

8.6 Any licence granted by these Conditions is not assignable by the Client.

8.7 For the avoidance of doubt the Client will not authorise the use of the Goods and/or Services by any third party for any purpose without the prior written consent of the Company.

9. INDEMNITY

9.1 The Client shall indemnify the Company against all costs, expenses and damages which may be incurred by the Company as a result of any legal actions or threatened legal actions brought against the Company arising from any activity undertaken by the Company for and on behalf of the Client and for the avoidance of doubt shall indemnify the Company on a full indemnity basis in respect of any action brought against the Company by a third party for breach of any intellectual property rights of any third party as a result of the use of materials supplied by the Client to the Company.

10. CLIENT'S PROPERTY

10.1 The Company will not be responsible for the loss, damage, destruction or unauthorised use of the property of the Client entrusted to the care of the Company save as set out in clause 11 and it is the responsibility of the Client at all times to insure for its own benefit such property.

10.2 The Client must supply any products that it is to supply to the Company at least 24 hours before work commences under the Contract, or in the case of materials required for advertisement production at least seven days before the published deadline, and in such condition that is suitable for use under the terms of the Contract.

11. DELAYS AND LIABILITY

11.1 The Company will use its reasonable endeavours to comply with any date or date for the supply of the Services and/or Goods as stated in the Contract but, unless the Contract otherwise expressly provides, such date or dates shall constitute only statements of expectation and shall not be binding. Accordingly, time of the supply of the Services and/or Goods shall not be of the essence of the Contract and if the Company fails to supply the Services and/or Goods by any specified date, such failure shall not constitute a breach of the Contract and the Client shall not be entitled to treat the Contract as thereby repudiated or to rescind it or any related Contract in whole or in part or claim compensation for such failure or for any direct or consequential loss or loss of profit or damage resulting therefrom.

11.2 If the Company shall be prevented or hindered from supplying the Services and/or Goods or any part thereof by any circumstances beyond its reasonable control, performance of the Contract shall be suspended for so long as the Company is so prevented or hindered provided that in the event that the performance of the Contract shall be suspended for more than [six] consecutive calendar months, the Company shall be entitled by notice in writing to the Client forthwith to terminate the Contract or cancel any outstanding part thereof. In such circumstances the Client shall pay at

the rates specified above for all the Services and/or Goods supplied and materials used by the Company to the actual date of such termination. The Company shall not have any liability to the Client for any direct or consequential loss or loss of profit or damage suffered by the Client as a result of the Company's inability to perform its obligations under the Contract in the circumstances mentioned above.

11.3 Nothing in these Conditions shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence.

11.4 The Company's maximum aggregate liability for direct damage for loss of or damage to property of the Client shall be limited to £1000. The Company shall only be liable for negligent acts or omissions causing damage and where it has first been given the opportunity to rectify such situations and if it fails to do so, to a maximum aggregate liability of £1000.

11.5 Save as set out in clauses 11.3 and 11.4 the Company shall not be liable for any loss damage or claims howsoever arising and in particular for any indirect or consequential loss or damage, costs, expenses or other claims, lost revenues or profits.

11.6 Without prejudice to the generality of the foregoing nothing herein contained shall operate to exclude or restrict liability for breach of any obligation arising from the Supply of Goods and Services Act 1982 as against the Client if he is dealing as a Consumer as defined by Section 12 of the Unfair Contract Terms Act 1977.

11.7 Where visuals and proofs are provided by the Company to the Client such visuals and proofs are provided for reference only and in no way can accurately represent the work to be produced and the Company accepts no liability for any variance between the visuals produced and the final product developed for the Client.

11.8 Save as may be excluded by law the Company's entire liability under any valid claim in respect of any of the Goods and/or Services supplied based on defect in quality or condition or a failure to meet specification shall be either at their option to replace the Goods free of charge or undertake the Services and/or Goods again for the Client free of charge or refund to the Client either the full or a reasonable percentage of the price of the Goods and/or Services but the Company shall have no further liability to the Client.

11.9 The Company shall not be liable for any claim or claims for indirect consequential loss or damage made by the Client against the Company that arise out of any third party of a Client then arise in such case the styling, set design, props, art direction and graphics that are not within the Company's reasonable control.

11.10 The Company shall not be liable for any claim or claims for indirect or consequential loss or damage made by the Client against the Company that arise out of the failure or fault in any equipment, server or telecommunications of the Company that may affect the transmission of any website.

12. DELIVERY

12.1 All deliveries will be charged at cost and any fee charged or incurred by the Company in the course of fulfilling the Contract shall be passed to the Client being the cost to the Company plus a small administration charge as notified from time to time and in addition the cost of any postage and packing.

12.2 The Company shall not be liable for any variance in the quantities of Goods, which does not exceed 10% over or under the quantity ordered. Such shortage or excess will be deducted from or charged on the invoice.

12.3 It is the Client's responsibility to check immediately on delivery to its premises by any carrier of the Company the amounts of the Goods delivered. Any shortages or potential partial loss of Goods in transit must be notified to the Company and the carrier in Writing within 3 days of the date of delivery.

13. PHOTO SHOOTS

13.1 In the event that the Company is requested to undertake photo shoots on behalf of a Client then arise in such case the styling, set design, props, art direction and casting of models is left to the entire discretion of the Company.

13.2 In the event that a Client or their representative attends a photo shoot, then any photographic shot taken by the Company at the request of the Client or their representative, shall be taken as approved by the Client.

13.3 If for any reason outside of the control of the Company any photo shoot is cancelled, then the Company reserves the right to charge up to 50% of the original estimated cost, such amount being a genuine pre-estimate of the loss suffered by the Company.

14. CANCELLATION

If any Contract is cancelled by the Client such cancellation must be notified to the Company in writing and the Company will invoice the Client pro rata according to the effort and expense incurred together with any further expense incurred by the Company whether before or after the date of cancellation where the Company is unable to prevent further cost being involved whether by reason of the fact that work has already been carried out by sub-contractors or otherwise and any payment due pursuant to this clause shall be due within seven days of notification after cancellation of the amount payable such amount in any event to be a genuine pre-estimate of the loss suffered by the Company.

15. LIEN

Without prejudice to any other remedies which the Company may have, the Company shall in respect of all debts due and payable by the Client to the Company have a general lien on all goods and property belonging to the Client in its possession and shall be entitled upon the expiration of fourteen days notice to the Client to dispose of such Goods or property as it thinks fit and to apply any proceeds of sale thereof to the payment of such debts.

16. INSOLVENCY AND BREACH OF CONTRACT

16.1 In the event that

16.1.1 The Client shall commit any breach of the Contract and shall fail to remedy such breach (if capable of remedy) within a period of 30 days from receipt of notice in writing from the Company requesting such remedy; or

16.1.2 any distress or execution is levied upon any of the Goods or property of the Client; or

16.1.3 the Client offers to make any arrangement with or for the benefit of its creditors or commits any act of bankruptcy or being a limited company, has a Receiver appointed of the whole or any part of its undertaking or assets; or

16.1.4 any order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Client (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company).

then and in any such case the Company shall be entitled without prejudice to its other rights hereunder forthwith to suspend all further supplies of the Services and/or Goods until the default has been made good or determine at any time the Contract or any unfulfilled part thereof or at the Company's option to make partial supplies of the Services and/or Goods. Notwithstanding any such termination, the Client shall pay the Company at the rates specified above for all Services and/or Goods supplied and work done and materials used by the Company up to and including the date of termination.

16.2 Notwithstanding delivery and the passing of risk in the Goods, the property in the Goods shall not pass to the Client until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods and Services agreed to be sold by the Company to the Client for which payment is then due.

16.3 Until such time as the property in the Goods passes to the Client, the Client shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Client and third parties and properly stored, protected and insured and identified as the Company's, but shall be entitled to resell or use the Goods in the ordinary course of its business.

16.4 Until such time as the property in the Goods passes to the Client (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Client to deliver up the Goods to the Company and if the Client fails to do so forthwith, to enter upon any premises of the Client or any third party where the Goods are stored to repossess the Goods.

16.5 The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Client does all moneys owing by the Client to the Company shall (without prejudice to any other right or remedy) forthwith become due and payable.

17. GENERAL

17.1 If the Company is a member of a group of companies the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.

17.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall be effective.

17.4 The Contract shall be governed by the laws of England and the Client agrees to submit to the non-exclusive jurisdiction of the English Courts.

17.5 The Company shall be entitled to apply any sums due to the Client in or towards payment of any sum owing to the Company by the Client in relation to any matter whatsoever.

17.6 Risk in respect of Goods shall pass to the Client on delivery or when collected by the Client from the Company's premises.

17.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person who is not a party to the Contract shall have the right under the said Act or otherwise to enforce any term of Contract.

A larger type version of these terms and conditions is available upon request