

Accuity Advertising Terms and Conditions

All advertisements are subject to Accuity's standard terms and conditions set forth below ("Terms and Conditions") and additional terms and conditions specified in the Order Form which references these Terms and Conditions. Advertisers are reminded of their legal obligations to comply with all applicable Laws (as defined below) in connection with the receipt or use of Accuity's Advertising services.

ACCUITY INC. ("Accuity") TERMS AND CONDITIONS FOR ADVERTISERS

General

1. All Advertisements accepted for publication by Accuity Inc. in any of its print or online publications are accepted subject to these terms and conditions. Any other conditions proposed by the Buyer shall be void unless accepted by Accuity in writing.

2. In these conditions:

"Accuity Site" means the Accuity website(s) onto which an Advertisement is sold;

"Advertiser" means the person whose goods or services are advertised;

"Advertisement" means display, recruitment, online, email, mail order and classified advertising and shall include inserts, supplements and re-directed advertisements;

"Buyer" means the person placing the order for the insertion of the Advertisement;

"Law" means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial, or administrative body (whether domestic, international, or foreign), as amended from time to time; and,

"Medium" means the print or online publication taking the booking.

3. All Advertisements are accepted subject to space being available in the Medium.

4. Accuity reserves the right to cancel any order without liability in the event of becoming aware of any meetings of creditors, bankruptcy, liquidation proceedings, the appointment of a receiver or administrative receiver over the whole or substantial part of the Buyer's assets, or any indication whatsoever of financial difficulties.

5. These conditions and all other express terms of the contract between Accuity and the Buyer shall be governed and construed in accordance with the Laws of the State of New York in the USA and the parties hereby submit to the non-exclusive jurisdiction of the state and/or federal courts in the State of New York in the USA.

Buyer to contract as Principal

6. The Buyer warrants that the Buyer contracts with Accuity as principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some

other representative capacity. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorized by the Advertiser to place the Advertisement with Accuity.

Delivery and Ownership of materials

7. Materials delivered must conform to Accuity's specifications. Accuity reserves the right to charge the Buyer for work it required to amend materials to conform to its specifications but accepts no liability for such work.

8. Any intellectual property rights in designs prepared by Accuity shall remain the property of Accuity and Advertisements including such designs may not be reproduced without Accuity's consent.

Booking procedures

9. If an Advertisement includes a promotion, competition or a special offer of merchandise the Advertiser must provide full details to Accuity on request.

Prices and Payment terms

10. Prices published by Accuity from time to time are subject to revision at any time and orders are accepted on the condition that the price binds Accuity only in respect of the period specified in the applicable rate card.

11. Series discounts apply only to orders placed in advance and completed within the agreed period. Accuity reserves the right to adjust advance discounts and/or to surcharge in the event of a series of Advertisements not being completed within that period. If the Buyer cancels the balance of a contract to publish a series of Advertisements, except in the circumstances set out in paragraph 23, it relinquishes any series discount and all Advertisements will be paid for at the appropriate rate.

12. Prices are exclusive of applicable excise, sales or use taxes which the Buyer shall additionally be liable to pay to Accuity.

13. Credit accounts must be settled in accordance with the terms shown on the invoice, which are strictly net. In default, all outstanding transactions will become liable for immediate settlement. Interest will be charged monthly on overdue accounts at the rate of 2% above the Federal Reserve's lending rate in effect on the date such charges are billed.

Limitations on Accuity's Liability

14. Except to the extent specified in paragraph 15, Accuity shall not be liable for any loss or damage suffered by the Buyer as a result of any total or partial failure (howsoever caused) of publication, distribution or availability of any Medium in which any Advertisement is scheduled to be included or for any error, misprint or omission in the printing of any Advertisement. In the event of an error or omission by Accuity, which detracts materially from the Advertisement, Accuity will either reinsert the Advertisement or relevant part of the Advertisement in a subsequent issue or make a reasonable

refund of or adjustment to the price paid by the Buyer. No reinsertion, refund or adjustment will be made for any other error or omission or where the error or omission is the result of delivery of materials which do not comply with Accuity's specifications.

15. The total liability of Accuity to the Buyer for any act or omission of Accuity, its servants or agents relating to any Advertisement shall not exceed the amount of a full refund of any price paid to Accuity for the Advertisement or the cost of a reasonably comparable further or corrective Advertisement. Without limiting the foregoing, Accuity shall not be liable for any loss of profits or business or for indirect or consequential loss. Accuity accepts no liability for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error occurs. Complaints regarding reproduction of printed Advertisements must be received in writing within one calendar month of the cover date.

16. Accuity accepts no responsibility for the quality of reproduction of any photograph supplied by the Buyer, its agents or servants.

Cancellation or suspension

17. Cancellation or suspension of an Advertisement by the Buyer must be received in writing by Accuity within the period specified by the appropriate Medium. Periods for acceptance of cancellation or suspension vary in accordance with differing production requirements.

18. Accuity reserves the right to omit or suspend an Advertisement at any time for good reason, without liability to the Buyer and shall notify the Buyer as soon as possible. If such omission or suspension is due to the act or default of the Buyer, the Advertiser or their respective servants or agents, then the Buyer shall pay for the Advertisement in full notwithstanding that the Advertisement has not been published.

Buyer's Warranties and Indemnities

19. The Buyer warrants that the Advertisement does not contravene any relevant Laws and does not violate the rights of any third party.

20. If any Advertisement submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, the Buyer warrants that the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.

21. The Buyer will indemnify and hold harmless Accuity from and against any claim that the Advertisement infringes the copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person. Accuity reserves the right to withdraw and/or refuse to publish an Advertisement without liability to the Buyer if it reasonably believes that the Advertisement may make Accuity or the Advertiser liable to any complaint, claim or proceedings.

22. The Buyer is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates and will indemnify and hold Accuity harmless accordingly.

PRINT ADVERTISING

23. Copy must be supplied by the Buyer without application from Accuity. If copy instructions are not received by the agreed date, no guarantee can be given that any agreed proofs will be supplied or corrections made and Accuity reserves the right to repeat the most appropriate recent copy or omit the Advertisement. Where a layout or proof is submitted to the Buyer, it must be returned on the date specified and Accuity reserves the right to publish the Advertisement in the same form as any layout or proof submitted if the layout or proof is not returned on the date specified. In any of these cases, the total price of the order will remain unaltered.

24. If, at its discretion, Accuity considers it necessary to modify the space or alter the date or position of the Advertisement or make any other alteration to an Advertisement accepted for insertion, the Buyer will have the right to cancel the publication of the Advertisement if the alterations requested are unacceptable.

25. Where an Advertisement has been accepted by Accuity and includes inserts Accuity reserves the right to charge the full price if the inserts fail to arrive at the agreed time and place for insertion.

26. Charges will be made to the Buyer where printers are involved in extra production work owing to acts or defaults of the Buyer or the Advertiser.

27. All gross display Advertisement rates are subject to any taxes due from or payable by the Buyer. Where an order is placed by a Buyer who is an advertising agency, the Buyer will be responsible for paying any such taxes. Where an Advertiser places advertising directly, Accuity reserves the right to add the applicable taxes to its gross rate and collect any taxes owed directly from the Advertiser.

DIRECTORY ADVERTISING

28. Accuity cannot guarantee the position of any printed Advertisement. Advertisements will be placed as near as possible to the selected position as the page make-up permits. Accuity reserves the right to modify the wording of any classification or trade heading in the Medium or the Advertisement.

29. Requests for cancellation or reduction of an order may be considered but only if received in writing by Accuity within 28 (twenty eight) days from signing the order providing that such notification is made at least 28 (twenty eight) days prior to the final copy date.

30. Changes in printed copy must be confirmed in writing by the Buyer in time for the changes to be made to the Advertisement by Accuity. Accuity reserves the right to charge for any additional expenses involved in such changes.

ONLINE ADVERTISING

31. The Buyer must deliver complete creative content to Accuity at least 2 working days before 9am on the go-live date in a format which complies with Accuity's online ad formats for such content. To cancel or alter an order the Buyer must inform Accuity by e-mail or fax to the number or address on the order, at least 2 working days before 9am on the go-live date. Otherwise, Accuity may not be able to achieve the specified go-live date but the Buyer must pay the full amount irrespective of whether any delivery target for impressions have been met.

32. If the Buyer is supplying creative content or change of creative to be used in rotations, in the form of a redirected advertisement, the Buyer must inform Accuity in advance.

33. If an Advertisement links to another site, the Buyer is responsible for maintaining the link and for the content of the linked site. Accuity may remove any Advertisement which contains content or links to a site which, in Accuity's opinion, is defamatory or objectionable or will bring Accuity into disrepute. The Buyer will indemnify Accuity from and against any claims or liability arising from links contained in an Advertisement.

34. Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant Accuity Site. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any Accuity Site or enables the Buyer or any third party to serve such users with any advertising other than the Advertisement.

35. If an Advertisement is supplied which does not comply with these terms and conditions or Accuity receives complaints regarding an Advertisement, Accuity may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer.

36. Where an Advertisement is sold on a cpm basis, Accuity will provide the Buyer with delivery statistics and campaign reports on a regular basis throughout the campaign period. The statistics and other reports provided by Accuity shall, in the absence of manifest error, be binding on the Buyer and are in lieu of any other right of audit.

37. The Buyer's sole remedy if Accuity, or its third party subcontractors who may host and serve Advertisements from time to time, make an error in displaying any Advertisement is the cost of re-running the relevant Advertisement. Neither Accuity nor its subcontractors shall be liable for failure to display the Advertisement caused by circumstances outside their control.