

BUSINESS PLAZA TERMS AND CONDITIONS

1. CONDITIONS

The Business Plaza is operated and managed by Business Plaza (UK) Ltd Company Number 8814475 under licence ("**Business Plaza**").

Advertiser acknowledges that the sole obligation of Business Plaza is to display an advertisement (the "**Advertisement**") from Advertiser which conforms to the specifications set out in the applicable Order agreement which has been executed by Business Plaza and Advertiser (the "**Order**" and, collectively with these Standard Terms and Conditions collectively called the "**Agreement**"). These documents represent the entire agreement between the parties notwithstanding anything said prior to or at the time of acceptance of advertising.

Advertiser agrees that:

- a. Business Plaza has the right to market, display, perform, transmit and promote the Advertisement through the agreed Business Plaza or Business Plazas; and
- b. users of each Business Plaza have the right to access and use the Advertisement together with any content or materials linked to the Advertisement (such Advertisement and linked content or materials, the "**Advertiser Content**"); and
- c. Each Business Plaza is unique to a particular club or school and Business Plaza's advertising rates are quoted per Business Plaza.

2. ORDER

Receipt of copy by whatever means shall constitute an order for publication of the advertisement and acceptance of these conditions. Unless expressly provided for elsewhere in this Agreement:

- a. Business Plaza will have no obligation to provide any creative, design, technical or production services to Advertiser; and
- b. the nature and extent of any such services which Business Plaza may provide to Advertiser shall be as determined by Business Plaza in its sole discretion.

3. SUITABILITY

Business Plaza reserves the right to reject, refuse or require amendment of any advertisement which it considers unsuitable for publication for any reason at its absolute discretion.

To the extent Business Plaza notifies Advertiser of reasonable complaints or concerns (including, but not limited to, complaints from a Business Plaza user) regarding the Advertiser Content or any other content or materials linked thereto or associated therewith ("**Objectionable Content**"), Advertiser will, to the extent such Objectionable Content is within Advertiser's control, use commercially reasonable efforts to respond in good faith to such complaints or concerns.

4. USAGE DATA

Business Plaza may in its discretion provide Advertiser with usage information related to the Advertisement in substance and form determined by Business Plaza, consistent with its then-standard reporting practices.

Advertiser may not distribute or disclose usage information to any third party without Business Plaza's prior written consent.

5. LEGALITY

The advertiser and its agent each warrant to Business Plaza that nothing in the advertising material, text or artwork infringes any state, federal or local law or regulation or the personal or property rights of any other person.

6. INDEMNITY

The advertiser and its agent each agree to indemnify Business Plaza and all associated companies, its employees, agents and subcontractors against all damages, costs, expenses, claims, demands and loss of any kind including legal costs arising out of the publication of any advertisement and without limiting the generality of the foregoing, to indemnify each of them in relation to defamation, injurious falsehood, passing off, unfair competition or trade practices, breach of contract, misrepresentation, breach of warranty or authority, slander of title, breach of copyright, infringement of trademark or names or titles, violation of rights of privacy, royalties or any breach of statute, regulation or other law giving rise to criminal or civil liability.

7. ERRORS

The advertiser and its agent each agree it is responsible for notifying Business Plaza in writing immediately after publication of any error in an advertisement which is published and Business Plaza will not be liable to the advertiser at all for any advertisement containing errors being republished.

8. INSTRUCTIONS

Business Plaza will not be responsible for any errors or omissions where advertising instructions or copy and/or proof corrections are placed by telephone.

9. POLITICAL CONTENT

All advertisements submitted to Business Plaza relating to any federal, state or local election must comply with the relevant statutes, laws and regulations, and any special conditions Business Plaza requires for such advertisements. Advertisements containing material deemed by Business Plaza to be of a political nature must comply with the conditions of the policy of Business Plaza for such advertisements.

10. PAYMENT

All advertisements must be paid in full to Business Plaza prior to publishing on the Business Plaza web site.

11. PAYMENT; CANCELLATION

Advertiser agrees to pay Business Plaza for all advertising displayed in accordance with the agreed upon amounts and billing schedule shown on the relevant Order.

- a. Advertising packages are non-refundable or pro-ratable except to the extent otherwise expressly contemplated in this Agreement.
- b. Advertiser will pay all taxes, duties and other government charges payable or assessed in connection with this Agreement whether applying as at the date of this Agreement or in the future including without limitation goods and services tax, other value

added tax, sales or use taxes, stamp duty and turnover tax, but excluding taxes, duties and governmental charges assessed on the income of Business Plaza.

- c. Should Business Plaza fail to display the Advertisement in accordance with the Order due to Advertiser's failure to comply with any requirement of the Order or this Agreement, Advertiser will remain liable for the full amount indicated on the Order.
- d. Business Plaza reserves the right to redesign or modify the organisation, structure, "look and feel" and other elements of the Business Plaza Service at its sole discretion at any time without prior notice.
- e. If such modifications will materially and adversely affect the placement of the Advertisement, Business Plaza will work with Advertiser to display the Advertisement in a comparable location and manner that is reasonably satisfactory to Advertiser.
- f. If Business Plaza and Advertiser cannot reach agreement on a substitute placement, Advertiser shall have the right to cancel the Advertisement, upon thirty (30) days advance written notice to Business Plaza.
- g. In such case, Advertiser will only be responsible for the pro-rata portion of payments attributable to the period from the commencement of the Agreement through the effectiveness of such cancellation (the "**Pro-Rata Payments**").
- h. Business Plaza reserves the right to cancel and remove at any time any Advertisement for any reason upon thirty (30) days advance written notice to Advertiser (or upon such shorter notice as may be designated by Business Plaza in the event that Business Plaza believes in good faith that further display of the Advertisement will expose Business Plaza to liability or other adverse consequences).
- i. In the event of such a cancellation, Advertiser will only be responsible for the Pro-Rata Payments.
- j. Advertiser may not resell, trade, exchange, barter or broker to any third-party any advertising space which is the subject of this Agreement.

12. MISCELLANEOUS

- a. The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party.
- b. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance.
- c. Except where otherwise specified herein or in the Order, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.
- d. Advertiser shall not:
 - i. issue any press releases or public statements concerning the existence or terms of this Agreement; or
 - ii. use, display or modify Business Plaza's trade marks in any manner without Business Plaza's express prior written approval.
- e. Business Plaza may issue any press releases or public statements concerning the existence or terms of this Agreement.
- f. Either party may terminate this Agreement at any time with written notice to the other party in the event of a material breach of this Agreement by the other party, which remains uncured after thirty days written notice thereof; provided that Business Plaza shall not be required to provide notice to Advertiser or any cure period in connection with Advertiser's failure to make any payment to Business Plaza required in the Order.
- g. In the event of non-payment, Business Plaza reserves the right to terminate the Agreement immediately with written notice to Advertiser.
- h. This Agreement sets out the entire agreement between Advertiser and Business Plaza, and supersedes any and all prior agreements of Business Plaza or Advertiser with respect to the transactions set out in this Agreement.
- i. No change, amendment or modification of any provision of this Agreement shall be valid unless set out in a written instrument signed by both Parties.
- j. Advertiser shall not assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of Business Plaza.
- k. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- l. In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement:
 - i. such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and
 - ii. the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.
- m. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
- n. This Agreement will come into force and effect pursuant to provisions deeming that this Agreement shall be in force and effect including, without limitation, upon the provision of content to Business Plaza or other action by Advertiser.
- o. This Agreement is governed by the laws of the United Kingdom. The Parties submit to the non-exclusive jurisdiction of the courts in the United Kingdom.