

These are the Terms and Conditions upon which we provide Production Intelligence - the "Website(s)", produced by Media Business Insight Ltd (MBI). This is a legal agreement (the "Agreement") between Media Business Insight Ltd and you (the "Licensee"). The specific service(s) Media Business Insight Ltd will provide for the Licensee are set forth in the Order Form (the "Order") which together with these terms form the Agreement. By accessing the Website(s), you agree to these terms and conditions. If you do not agree to these terms and conditions, you should not use the Website(s). If you have any questions please contact info@mb-insight.com. We recommend that you print a copy of these terms and conditions for your records. From time to time Media Business Insight Ltd may modify the terms and conditions. Accordingly, please continue to review the terms and conditions whenever accessing or using the Website(s). You acknowledge that your continuous use means you accept the revised terms and conditions. Media Business Insight Ltd hereby grants the Licensee a limited, non-exclusive, non-transferable license (the "License") to allow its users to access the Website(s). You may only use the Website(s) in accordance with the terms outlined below.

1. Use of the Website

1.1 Licensees may use the Website(s) for the purposes of research, strategic planning and business development. For the avoidance of doubt this right is limited to users on a non-systematic basis and shall not entitle Licensees to develop an archive of data or a database. Where extracts of data or information are quoted or used to create supporting graphs or tables for internal or external use the Licensee agrees to name the Website(s) as the source. Under no circumstances can any of the Website(s) content be resold or integrated with any of the Licensee's product offering.

1.2 Media Business Insight Ltd will allocate the Licensee with an agreed number of usernames and passwords, as specified in the Order, for use by the named company and named individuals only.

1.3 All data, individual articles, email alerts, reports and other elements making up the Website(s) may be copyright works or protected by database rights. The Licensee agrees to abide by all additional copyright and database right notices or restrictions contained on the Website(s).

1.4 Media Business Insight Ltd uses all reasonable endeavours to ensure the security of the systems on which the personal data is stored and may be processed. Licensees who are issued a username and password have responsibility to ensure that these details are kept confidential and are not used by any unauthorised third party.

1.5 Licensees are not permitted to share the user License or any of the Website(s) contents with any other division of the company, its subsidiaries, related companies or other separate entities or individuals without purchasing further licenses at the standard rates.

1.6 The Licensee agrees to ensure that all users of the Website(s) are aware of the terms of this Agreement and to notify Media Business Insight Ltd in writing promptly upon becoming aware of any unauthorised access to or use of the Website(s) by any party. Media Business Insight Ltd. Registered in England no: 8248880. Registered address: Standard House, 12-13 Essex Street, London, WC2R 3AA. Tel: 020 8102 0900.
VAT Number: GB756473304.

1.7 Media Business Insight Ltd may cancel or suspend access to the Website(s) without

notice if it suspects that licences are being shared and reserves the right to invoice you for additional licences in this event.

1.8 Media Business Insight Ltd may have to suspend the website from time to time to carry out maintenance and to make upgrades. Media Business Insight Ltd will wherever possible give Licensees reasonable notice of such times in order to minimise disruption.

1.9 The Website(s) are intended for individual use, and the use of automated software or programs (colloquially referred to as 'web crawlers' or 'robots') to access the Website(s) and download large amounts of data is expressly prohibited. The Licensee acknowledges this as a condition

of access, and undertakes not to employ such technology to access the Website(s). Use of such software constitutes grounds for Media Business Insight Ltd to deny access to the Website(s).

1.10 The Licensee acknowledges and agrees that the Content contains Personal Data. The Licensee agrees to use such Personal Data and contact a Data Subject strictly in accordance with Data Protection Legislation. At the request of Media Business Insight Ltd, the Licensee shall cease to contact and shall promptly remove from its records the Personal Data of a Data Subject unless the Licensee can evidence in writing that it has obtained the consent of the Data Subject or can otherwise lawfully process such Personal Data.

1.11 The Licensee shall notify Media Business Insight Ltd of its Data Protection Officer (or a designated employee) who will be responsible for ensuring the lawful management of Personal Data and all related issues and who will be available to help Media Business Insight Ltd, in a timely manner, should there be any enquiries received from Data Subjects or any competent data protection or privacy authority, in relation to any possible Personal Data breach by the Licensee.

1.12 The Licensee will give Media Business Insight Ltd such assistance and information as it may reasonably request, in a timely manner, to assist Media Business Insight to comply with its obligations under the Data Protection Legislation.

2. Website data and content

2.1 Media Business Insight Ltd reserves the right to monitor the Licensee's usage of the Website(s) during the term of this Agreement. A small number of dummy names and addresses may be included within the Website(s) data and content to assist Media Business Insight Ltd to monitor such usage.

2.2 Whilst every effort is made by Media Business Insight Ltd to supply accurate information, we cannot guarantee the accuracy of the Website(s) data and content nor accept any liability for consequential loss in the event of any inaccuracy.

2.3 Media Business Insight Ltd will wherever possible, assist the Licensee to ensure that the data can be used in any ways that are appropriate. Any additional work by Media Business Insight Ltd to adapt the information to special requirements may incur additional charges.

2.4 All data received by the Licensee under this License Agreement should be checked carefully before it is used to ensure that it is as requested

2.5 Under the telecommunications regulations 1998 there are rules relating to the use of telemarketing.

3. Intellectual Property and Database Rights

3.1 All rights to the data and content within the Website(s) remain with Media Business Insight Ltd.

3.2 Other than as expressly granted under this Agreement, the Licensee shall ensure that its users do not copy, reproduce, recompile, decompile, disassemble, reverse-engineer, distribute, publish, display, perform, modify, upload to create derivative works form, transmit, communicate or in any other way exploit any part of the Website(s) and or its content.

3.3 Media Business Insight Ltd reserves complete editorial freedom in the form and content of the Website(s) and may add to, remove, change or edit content at any time and at its sole discretion, with or without notice.

3.4 Nothing in the Agreement shall constitute a sale of the Website(s) content or data and except as expressly provided in the Agreement no rights, licenses, express or implied, are granted to the Licensee or its users in respect of the Website(s) content and data. Media Business Insight Ltd is throughout the world the owner of all Intellectual Property and Database rights subsisting in the Website(s) content and data. Nothing herein contained shall be construed so as to transfer any Intellectual Property or database rights whatsoever to the Licensee or its users.

4. Use of Website(s) name, Trademarks and Logos

4.1 The Licensee shall not use the name, trademarks or logos of the Website(s) in promotional materials, publicity materials, and advertising or any other similar publications or communications, whether written or oral, without the prior permission of Media Business Insight Ltd.

5. Disclaimer

5.1 The material and information published on the Website(s), and on all other websites of Media Business Insight Ltd are provided on an "as is" basis without warranty of any kind, either expressed or implied. Media Business Insight Ltd does not guarantee the accuracy or integrity of the material or information nor its suitability for any particular purpose. To the extent permitted by law, Media Business Insight Ltd excludes any liability whether in contract, tort (negligence) or otherwise for any incorrect or misleading information on the Website(s).

5.2 Errors can occur and Media Business Insight Ltd offers no assurance that they will be corrected. No liability will be accepted in respect of service interruptions, nor in the event of any Viruses, Worms, Trojan Horses and other harmful components being present in or transmitted by Media Business Insight Ltd systems and networks.

5.3 Media Business Insight Ltd does not accept any liability for any loss of data or software, revenue, business, profits cost or expense, or any direct, indirect, incidental or consequential loss or damage arising out of or in connection with the use of, or the lack of availability of the Website(s) or their content and/or in connection with any permission, right or license to use the material.

5.4 It is the Licensee's responsibility to assess the value of the information and material on the Website(s) in the light of your own business and personal circumstances. Website(s)

content remains journalistic opinion and does not constitute legal, financial or professional advice, and may not represent the views of Media Business Insight Ltd, its directors, employees or agents. Media Business Insight Ltd attributes any non-Media Business Insight Ltd material in good faith; however, it is your responsibility to check the attribution and rights in respect of Media Business Insight Ltd and non-Media Business Insight Ltd material and obtain any necessary rights in respect of reproduction of any non-Media Business Insight Ltd material.

5.5 Subject to Clause 5.6, in the event that the Media Business Insight Ltd is held liable, the total liability of Media Business Insight Ltd (whether in contract, tort, negligence or otherwise) in respect of any loss or damage arising out of or in connection with the Website(s) shall be limited to £500 for any one incident or series of incidents. This clause does not affect your statutory rights as a consumer. This section survives termination of this Agreement for any reason.

5.6 Nothing in this clause 5 shall exclude Media Business Insight Ltd's liability to you for fraudulent misrepresentation by Media Business Insight Ltd or the death or personal injury resulting from its negligence or that of its employees.

6. Term and Termination

6.1 Each License is purchased for a period of 12 months or an agreed lifespan as detailed on the Order. On completion of the initial and subsequent 12 months subscription periods, the License will be renewed for a further period of twelve months at the then current subscription price. Media Business Insight Ltd will give the Licensee notification of the impending renewal in writing at least 30 days prior to the renewal date. The Licensee may cancel its License prior to the renewal date however will not be eligible for a full or part refund.

6.2 Upon termination or expiry of this Agreement the Licensee's rights to access the Website(s) shall immediately cease.

7. Payments and Cancellations

7.1 If you have opted to pay by direct debit and therefore agree to pay instalments as set out in your payment plan on the agreed dates, you are contractually obliged to pay for the minimum period and any default of an instalment will result will the full balance of the minimum period being due immediately. You will be given the direct debit instruction at the time of booking which needs to be returned within 14 days. If the form is not received within the specified time the full balance will be due immediately.

7.2 Our terms of payment are: STRICTLY 30 DAYS NET - Interest is payable at a rate of 8% per annum above the Bank of England base rate together with compensation for debt recovery cost pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002, on all invoices not paid within these terms.

7.3 All payments sent must be accompanied by a remittance advice or documentation quoting the account and invoice number to which the payment relates. Where payment is received without identification or is deemed a duplicate/overpayment said funds will be held on account for a period of 12 months only.

7.4 Credit notes issued will remain valid for 12 months from the date of issue but if not used

during this period will thereafter cease to have any value.

8. Confidentiality

8.1 The Licensee agrees that the Website(s) supplied by Media Business Insight Ltd is confidential and is supplied for the Licensee's own internal business use only. The parties to the Agreement and any authorized third parties shall maintain as confidential the terms of the Agreement, including but not limited to, the Website(s) described, the fees charged by Media Business Insight Ltd to the Licensee and any usernames or passwords issued to the Licensee under the Agreement. Media Business Insight Ltd will not disclose to any third party the fact that the Licensee is a subscriber to the Website(s), or any details concerning the service supplied, without the prior written agreement of the Licensee.

9. General Provisions

9.1 No waiver by Media Business Insight Ltd of any breach of any obligation arising under this Agreement shall constitute a waiver of any other breach and no failure to exercise or partial exercise by Media Business Insight Ltd of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

9.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid unlawful or unenforceable for any reason then such part will be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.3 This Agreement in conjunction with the Order constitutes the entire Agreement between Media Business Insight Ltd and you. All prior Agreements understandings and negotiations and representations (save for fraudulent misrepresentation) whether oral or in writing are cancelled in their entirety. The terms of any other electronic communications will not form part of this Agreement. Media Business Insight Ltd. Registered in England no: 8248880. Registered address: Standard House, 12-13 Essex Street, London, WC2R 3AA. Tel: 020 8102 0900. VAT Number: GB756473304.

9.4 This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

9.5 Media Business Insight Ltd may at any time assign all or part of its rights and benefits under this Agreement to any other party.

10. Media Business Insight Ltd Statement on Bribery and Corruption

Bribery involves offering, promising or giving an advantage, (financial or other), to an individual in order to induce that individual to perform an improper action. It also involves the demanding of such an inducement. Media Business Insight Ltd ("the Company") is committed to conducting all of its business in an honest and ethical manner. It adopts an unequivocal zero-tolerance approach to bribery and corruption in any form, and is committed to acting transparently, professionally, fairly and with integrity in all business dealings and relationships, wherever it operates.

The Company will not permit any employee, or anyone acting on its behalf, to give, accept, offer, solicit, or promise a bribe or solicitation payment, regardless of the amount involved. This includes any kind of facilitation (or "kickback") payment. It will also not work with any third party organisation that does so. Further information is contained in the Company's ABC

Policy, which has been provided to you. If for any reason you have not received this document, please contact the Company as soon as possible. Whilst working with or on behalf of the Company, you are required to comply with the Policy at all times.