

## **1. Introduction, Incorporation and Interpretation**

1.1. B2B in conjunction with the Third Part Provider maintains and hosts each Advertising product.

1.2. These terms are incorporated into each agreement entered into between the Customer and B2B relating to the supply of Advertising products (each a "Contract") whether or not the Customer Order Form or any other document which the Customer signs makes reference to these terms.

1.3. In this Contract, the following expressions have the following respective meanings (unless the context otherwise requires);

"Advertising product" means the product (as described in the Advertising product Listing) actually specified on the Customer Order Form to be supplied by B2B;

"Advertising product Content Collection Sheet" means the specification of the Advertising product attached to the Customer Order Form;

"Advertising product Listing" means the description of B2B's Advertising products and services as at the date of this Contract to which these terms apply;

"Customer" means the person identified as such on the Customer Order Form;

"Customer Content" means the Customer's content created or supplied by the Customer for publication on the Advertising product;

"Customer Links" means any hyperlinks placed by the Customer in the Customer Content or otherwise on the Advertising product;

"Customer Order Form" means the customer order form which forms part of this Contract;

"Fees" means the set up fees and any service provision fees for the Advertising product as set out on the Customer Order Form;

"Third Party Provider" means the search engine provider on whose search engine the Advertising product will appear;

"B2B" means B2B Internet Solutions Limited;

1.4. References in this Contract to a clause are a reference to a clause of this Contract.

## **2. Advertising products and Services provided**

2.1. B2B shall permit the Customer to post the Customer Content on the Advertising product purchased for the relevant term and subject to the payment of Fees.

2.2. B2B shall develop the Advertising product in accordance with the Customer Content. The Customer shall provide the Customer Content to B2B either at the time

of the order or within 2 weeks from the date on the Customer Order Form (unless otherwise agreed in writing) and in such format as B2B reasonably requires. If B2B receives the Customer Content after the 2 weeks allowed then B2B reserves the right to make an additional charge for the time spent in publishing the Customer Content in accordance with the current rates of our service plan. If after 2 weeks of placing the order B2B has not received any content then B2B will complete the Advertising product using basic business details. By submitting advertising for inclusion on any B2B site, the Customer agrees to be bound by the terms of the Contract. No conditions other than those set forth herein shall be binding on B2B unless:

(i) specifically agreed to in writing by B2B and  
(ii) any additional terms and conditions of the Customer are expressly written into the Customer Order Form signed by the Customer and B2B. Save in respect of sub-clause

2.2.(i) and (ii) above, in case of any inconsistency between the Customer Order Form and these Advertising Terms and Conditions, these Advertising Terms and Conditions will prevail

2.3. B2B aim to complete your Advertising product within four weeks of receiving your content (where applicable)

2.4. B2B cannot guarantee timescales of delivery on any performance based Advertising product i.e. impressions, clicks or leads (refer to Advertising product Listing)

2.5. B2B agrees to make submissions of the Advertising product to one or more search engines i.e. Third Party Providers as discussed with the Customer and if it does so the Customer agrees that B2B has no control over these search engines and as such cannot guarantee that the submission will be accepted or at what position the item will appear.

2.6. Except as otherwise expressly provided in the Customer Order Form, positioning of Advertising products is at the sole discretion of the Third Party Provider, and the Third Party Provider will not be prohibited from also carrying Advertising products for any product or business competitive to that of the Customer.

2.7. Unless stated on the order form B2B does not guarantee any delivery units i.e impressions, clicks or leads of an Advertising Product (refer to Advertising product Listing)

2.8. B2B and the Third Party Provider shall be responsible for the hosting, operation and maintenance of the Advertising product and although it shall use its reasonable endeavours to keep the Advertising product available on the internet, B2B gives no guarantee as to continuing service availability.

2.9. Unless otherwise agreed in writing any property or material supplied by or on behalf of the Customer in order for B2B to create the Advertising product will not be returned to the Customer.

2.10. On termination of this Contract (except for termination by B2B under clause 4.3) and provided that the Customer has paid all Fees due to B2B whether under this Contract or otherwise B2B shall, if so requested, transfer to the Customer in electronic format the Customer Content contained on the Advertising product.

2.11. The Customer accepts that B2B cannot ensure that the Advertising product in all respects is visible in all browsers and versions of these browsers. B2B shall use its reasonable endeavours to ensure that the Advertising product is visible in the most commonly used version of Internet Explorer.

2.12. B2B reserves the right at anytime without notice to remove any Customer Content or Customer Links from the Advertising product if it reasonably believes the

Customer Content (or any web site linked to through a Customer Link) would put the Customer in breach of this Contract or otherwise would be detrimental to the interests of B2B or the goodwill of B2B. Any such action by B2B shall be without prejudice to B2B's other rights and remedies.

2.13. The customer accepts that any Advertising product purchased is subject to editorial review by B2B and any Third Party Provider. B2B also reserves the right, without liability, to reject, replace, omit or exclude any order for an Advertising product or to reject, replace or terminate any links for any reason at any time, with or without notice to the Customer, whether or not such Advertising product or link was previously acknowledged, accepted, or published. Notwithstanding this, B2B will use reasonable endeavours to fulfil Customer's requests

2.14. Information concerning the Customer contained on the Advertising product will be derived from information provided by the Customer and it is therefore the Customer's responsibility to ensure that the information is accurate by checking the Advertising product. B2B shall incur no liability for any errors in that information except those which could not reasonably be checked by the Customer and introduced by B2B.

### **3. Payment of the Fees**

3.1. Where the Fees set out on the Customer Order Form include those expressed to be initial set up fees, the Customer shall pay that element of the Fees on entering into this Contract. Where the Fees set out on the Customer Order Form include those expressed to be monthly set up or service provision fees, the Customer shall pay those elements of the Fees monthly in advance by direct debit unless otherwise specifically agreed by B2B.

3.2. B2B advertising products set out on the Customer Order Form as a monthly billing contract is a minimum 12-month commitment with automatic annual renewal. The customer has the right to cancel after one year only.

3.3. All payments made shall include value added tax at the prevailing rate.

3.4. B2B reserves the right to increase its service provision fees at any time after the first anniversary of the date on the Customer Order Form subject to 21 days written notice to the Customer of such increase.

3.5. The Customer shall pay all amounts due to B2B in full without any deduction or withholding, and shall not assert any credit or set-off or counterclaim against B2B in order to justify the withholding of the whole or part of any such amount. If any Fees become overdue for payment B2B may claim interest (both before and after judgement) at a daily rate of 4% above Barclays Bank base rate until all outstanding Fees are received.

3.6 The Customer shall not be entitled to withhold payment in whole or in part for any bookings of Advertising products accepted by B2B by reason of the fact that B2B is prevented from publishing (or continuing to publish) such Advertising product in total or in part by any court of competent jurisdiction or does not publish or ceases to publish such Advertising product in consequences of any actual or threatened legal proceedings or by order or request of any regulatory body or generally recognised industry or internet watchdog organisation or for any other valid reason. The Customer shall immediately on demand reimburse B2B with any costs incurred by B2B in connection with such legal proceedings.

3.7 The Customer represents and warrants that it contracts with B2B as principal, and has the authority to do so, notwithstanding that the Customer may be acting as an advertising agency or media buyer or in some other representative capacity.

## **4. Term, Renewals and Termination**

4.1. This order constitutes a non-cancellable, binding contract with B2B Internet Solutions Limited. No cooling off period applies to this order.

4.2 The term of the Contract will be as set out in the Customer Order Form

4.3. Except as expressly set out in the Customer Order Form, any renewal of the Advertising product will be at B2B's' sole discretion. The rates applicable to such renewal period (if any) are subject to change by B2B from time to time in its absolute discretion.

4.4. Either B2B or the Customer may terminate this Contract with immediate effect by giving notice to the other party if that other party is in breach of any of its obligations under this Contract and, other than when the breach is a failure to pay Fees and where it is capable of remedy, the breach has continued un-remedied for a period of seven days after the other party has given notice to the defaulting party specifying the breach and the steps required to remedy it; or

4.5. The termination of this Contract (for any reason) shall;

(i) be without prejudice to any other rights or remedies which B2B may be entitled to under this Contract or at law;

(ii) not affect any accrued rights or liabilities which B2B may then have; and

(iii) not affect the coming into or continuance in force of any provision of this Contract which is expressly or by implication intended to come into or continue in force after such termination.

4.6 Customers may not cancel a Customer Order Form unless expressly provided for in the Customer Order Form in accordance with sub-clauses 2.2 (i) and (ii) of these Terms and Conditions

## **5. Customer Content**

5.1. The Customer shall provide the Customer Content to B2B either at the time of the order or within 2 weeks by means of an email to [content@internetinternet.co.uk](mailto:content@internetinternet.co.uk) or such other email address as B2B may elect or by post. B2B shall use the Customer Content to create the Advertising product.

5.2. The Customer represents, warrants and undertakes that the Customer Content is:

(a) legal, proper, decent, honest and accurate and it complies with all relevant codes including, without limitation, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority; (b) not an advertisement under the Financial Services Act 1986.

5.3. The Customer represents, warrants and undertakes that the Customer Content, and any web site linked to by the Customer Links ("Linked Content"):

(a) will not contain obscene or indecent or other unlawful material;

(b) will not contain materials which infringe the copyright, database rights, trademark rights, patent rights, moral rights or any other intellectual property rights of any third party;

(c) will comply will all applicable law;

- (d) will not contain any defamatory or untrue material or material which abuses, harasses, threatens or is otherwise offensive to any other person;
- (e) will not contain any virus;
- (f) will not contain any other material which is likely to harm the reputation of B2B or the B2B Portal.

5.4. If in B2B's reasonable opinion any Customer Content or Linked Content puts (or is likely to put) the Customer in breach of clauses 5.2 or 5.3, then B2B may (without prejudice to its other rights and remedies) remove that Customer Content or the relevant Customer Link.

5.5. Any Customer Content which contains content of an unlawful or otherwise unacceptable nature (including but not limited to pornography or depicting violence) will be reported to the appropriate authorities.

## **6. Limitation of Liability**

6.1. Except as expressly provided in this Contract, B2B gives no warranty in relation to the provision of services under this Contract and all warranties, express or implied, are excluded.

6.2. Subject to clause 6.4, B2B's entire liability to the Customer incurred arising out of or, in connection with this Contract including without limit for breach of contract, misrepresentation (except that fraudulently made) and tort (including negligence) is limited to the amount of the Fees paid by the Customer under this Contract in the preceding 12 months.

6.3. Subject to clause 6.4, B2B excludes all liability for (a) any loss of profits, business, contracts, revenues, goodwill, production and anticipated savings; or (b) any indirect, consequential, special or economic loss of any kind; arising from any failure to publish in a timely manner or at all any Advertising product in accordance with the Customer Order Form.

6.4. B2B does not limit or exclude liability for death or personal injury caused by negligence.

6.5. Notwithstanding the generality of the foregoing, B2B expressly excludes liability for any indirect, special or consequential loss or damage which may arise out of or in relation to the Contract between B2B and the Customer or for loss of profit, business, revenue, goodwill or anticipated savings, even if B2B has been advised as to the possibility of such damages.

6.6. In addition, without limiting the foregoing, B2B cannot be held responsible for any failure or delay resulting from any governmental action, natural disaster, insurrection, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of B2B affecting production or delivery in any manner.

6.7 Save as specified in this clause, B2B shall not be responsible for any error in the placement, or failure to place, any Advertising product on B2B or on a third party provider. If B2B fails to publish any Advertising product or deliver the number of impressions or click-throughs as provided in the Customer Order Form or in the event of any other failure, technical or otherwise, of such Advertising product to appear as provided in the Customer Order Form, B2B's liability will be limited (at the option of B2B) to either:

- (i) publishing the Advertising product (or a replacement advertisement if provided by the Customer) on positions agreed in the Customer Order Form or as agreed with

Customer as soon as is reasonably practicable in the period following the period during which the Advertising product was scheduled to run and for such time as is necessary to generate a number of substitute impressions or click-throughs of equivalent monetary value to the shortfall; or

(ii) refund to the Customer that proportion of the amounts paid which relate to those Advertising product and/or impressions or click-throughs which were not provided, and if the relevant amounts were not paid by the Customer, agree that such amounts will not be due or payable. B2B will only provide a refund to the Customer under sub-clause 6.7 (ii) if: (a) the creative materials provided by Customer arrived within the time limits specified in the Customer Order Form; (ii) the creative materials performed in accordance with B2B' technical specifications; and changes to media schedules were notified within the timeframe set out in the Customer Order Form.

6.8 B2B will use reasonable skill and care in performing its duties hereunder but subject thereto:- (i) B2B hereby excludes any warranty, express or implied, as to the quality, accuracy, performance or fitness for a particular purpose of B2B or of any of its contents; (ii) B2B will not be liable for any losses or damages arising (whether in tort (including negligence), contract or otherwise) directly or indirectly as a result of use of B2B or in connection with Advertising products on B2B including without limitation any technical malfunction, computer error, defect in software, loss of data or other damage or disruption to advertisements; (iii) B2B makes no warranty that the contents of B2B are free from infection by viruses, worms or trojans or anything else that has contaminating or destructive properties; and (iv) certain links on B2B may lead to resources located on servers maintained by third parties over whom B2B has no control and B2B accepts no liability arising from access to or use of any material contained on those servers.

6.9. Each of the provisions of this clause 6 are to be construed separately and independently of the other, and if any provision of this clause 6 (or any other clause herein) is found by any court or other judicial body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the other provisions of this clause 6 (or any other clause herein) which will remain in full force and effect.

## **7. Licenses, Customer Representations and Indemnification**

7.1. The Customer warrants and represents that the Customer is the owner or is licensed to use the entire contents and subject matter contained in its advertising and information, including, without limitation, (i) the names and/or pictures of persons; (ii) any copyright in the material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services or any other intellectual property rights; and (iii) any testimonials or endorsements contained in any Advertising product submitted to B2B. The Customer warrants and represents to B2B that the publication of the distributed materials will not infringe any rights of any third party and will not violate any applicable law or regulation

7.2. In addition, the Customer warrants and represents to B2B that (i) It has the right to publish all of the contents of the Advertising product, and can grant to B2B such right, and that such publication will not: (a) infringe any rights of any third party including, without limitation, intellectual property rights and rights of privacy; and

(b) violate any applicable law or regulation. (ii) The Advertising product does not contain anything that is defamatory, obscene, false or misleading (iii) It has complied with the codes of practice issued by the Committee of Advertising Practice in the UK and the Advertising Standards Authority for Ireland and all other relevant industry codes of practice. (iv) The Advertising product submitted pursuant to the Customer Order Form either: (a) does not constitute a financial promotion within the meaning of the Financial Services Act 2000 ("the Act") or other applicable law; or (b) has been approved by an "authorized person" within the meaning of the Act or is otherwise permitted under the Act and the Customer has expressly notified B2B in writing of this (v) It does not collect or use personal information through its Advertising product without permission from the user and shall at all times comply with the Data Protection Act 1998. The Customer may not combine, co-mingle, compare or match any information that they legally collect via its Advertising product with any personal information, clickstream or cookie information that they may have.

7.3. Hereby the Customer expressly grants to B2B: (i) a non-exclusive, world-wide right to use, reproduce, publicly display, and distribute the Advertising product in accordance with the Customer Order Form and these Terms and Conditions and warrants that the Customer has the right to grant such license; (ii) the express right to reproduce throughout the world screen shots of the Advertising product supplied to the Customer by B2B on or in any promotional or advertising material or campaign promoting or advertising B2B (but not any promotional or advertising campaign paid for by B2B).

7.4. In consideration of B2B's acceptance of such Advertising products, the Customer agrees to indemnify and hold B2B and B2B's employees harmless against any and all claims actual or any kind (including, without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, breach of any statutory or regulatory duty, false or misleading advertising or breach of any industry advertising codes or sales practices), damages, liabilities, costs and expenses), including reasonable legal fees and expenses, arising out of or in connection to: (i) any material to which users are able to be linked to through the Advertising product, (ii) B2B's performance under the Contract, and (iii) the copying, printing, distributing, or publishing of the Advertising product by B2B.

## **8. Copyright and Intellectual Property**

8.1. The entire copyright and any other intellectual property rights in the Customer Content throughout the world shall be and shall remain the exclusive property of the Customer.

## **9. Use of Data**

9.1. The Customer hereby agrees and acknowledges that B2B (or representatives or agents of B2B) will collect personal data supplied by the Customer, including contact details such as names, addresses, telephone numbers and e-mail addresses, and that B2B may use and retain any personal data supplied by and relating to the Customer for the purposes set out in this Contract. The Customer agrees that B2B may use any Customer address or e-mail address for the purpose of contacting the Customer about B2B's products and services.

## **10. Confidentiality**

10.1 The provisions of the Customer Order Form and all communications passing between the Customer or any of its agents and B2B are confidential and must not be disclosed to any third party except: (a) by the Customer to its qualified accountants or legal advisers; (b) by B2B to its qualified accountants or legal advisers; or (c) as otherwise agreed by the parties in writing or as otherwise required by law, by any government authority, court order, regulatory body or stock exchange requirement. In addition, in connection with their discussions, the Customer may have received and may in future receive from B2B certain valuable technical and non-technical information and materials relating to B2B and its business, which is confidential and proprietary to B2B. The Customer agrees to preserve the confidentiality of information belonging to B2B.

10.2 The Customer and its agents are hereby put on notice that B2B and its affiliates are particularly sensitive to public statements about the B2B web services, their contractual relationships and product plans, and improper or ill-timed statements are likely to have a detrimental effect on the business of B2B and its affiliates and may contravene applicable law. Consequently, the Customer and its agents must not, and must ensure that any person acting on its behalf does not, make any public announcement in respect of the Customer Order Form or the relationship between the parties without prior written consent of B2B including without limitation any pre-announcement in respect of the display of advertising on any B2B property. For the avoidance of doubt, the foregoing prohibition includes public announcements by any third party acting on behalf of the Customer and any communication that the Customer knows will or is likely to be made public. Any breach of this clause 10.2 by the Customer will be deemed to be a breach of confidentiality under this clause 10.

## **11. General**

11.1. B2B shall not be liable for any loss, damage or delay howsoever arising caused by events which are not reasonably foreseeable or caused by circumstances outside its reasonable control including without limitation the failure of third parties to provide necessary or desirable services, failure of infrastructure or power suppliers, denial of service or similar attacks or other reasons causing service outages which result in the prevention or delay of its performance under this Contract. B2B shall be excused from such performance to extent of such prevention or delay.

11.2. All notices to be given under this Contract shall be in writing and shall be sent by first class post to the address on the Customer Order Form. Any notice given under this Contract, which is sent by post in accordance with this clause 10, shall be deemed to have been received two days after posting.

11.3. This Contract constitutes the entire agreement between the Customer and B2B in relation to the Advertising product. No addition to or modification of this Contract shall be effective unless it is in writing and signed by a duly authorized representative of both the Customer and B2B.

11.4. Nothing in this Contract shall create, or be deemed to create, a partnership or joint venture between the Customer and B2B or the relationship of principal and agent between the Customer and B2B.

11.5. No delay or failure on the part of either party to exercise or to enforce any right given to it by this Contract or at law, or any custom or practice of the Customer and/or B2B at variance with the terms of this Contract shall constitute a waiver of either the

Customer's or B2B's respective rights under this Contract or operate so as to prevent the exercise or enforcement of any such right at any time.

11.6. If any provision of this Contract is held to be invalid or unenforceable, in whole or in part, that provision or part shall to that extent be deemed not to form part of this Contract. However, the validity and enforceability of the remainder of this Contract shall not be affected.

11.7. The Customer may not assign the whole or any part of its rights or obligations under this Contract without the prior written consent of B2B. B2B may assign or subcontract the whole or any part of its rights or obligations under this Contract without restrictions.

11.8. No person has any rights under this Contract save as may be set out in it and the parties agree that the Contracts (Right of Third Parties) Act 1999 is excluded.

11.9. This Contract shall be governed by and construed in accordance with English law and the Customer and B2B submit to the non-exclusive jurisdiction of the English courts.

11.10 The placing of a Customer Order Form for the insertion of an Advertising product shall amount to an acceptance of these Terms and Conditions and subject to sub-clause 2.2 (i) and (ii) of these Terms and Conditions any conditions stipulated on a Customer Order Form or elsewhere by an agency or an Customer shall be void in so far as they are in conflict with them.

11.11 The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Contract shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

11.12 No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. The Direct Debit Guarantee \* This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.

\* If the amounts to be paid or the payment dates change, B2B will notify you at least 14 days in advance of your account being debited or as otherwise agreed.

\* If an error is made by B2B or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to B2B.

## **B2B FREE LINK PRODUCT**

You can sign up for a FREE B2B Link at no cost on B2B

[http://www.\\*internet.co.uk/Register.aspx](http://www.*internet.co.uk/Register.aspx) in order to advertise your business.

By signing up for our FREE B2B Link, B2B will review your application but cannot make any guarantee as to where and whether your listing will be accepted onto a B2B site.

The FREE B2B Link product entitles you to an entry under 1 category only on a single B2B site.

It is anticipated that the B2B FREE Link product will allow a Customer free listing on a single B2B site for at least 6 months. Should B2B find that it is oversubscribed, or no longer has the capacity to offer this service it reserves the right at any time to withdraw this service and terminate any existing agreements for this product. If this happens B2B will endeavour to provide a cost effective solution to enable a customer to continue with their advert should they so wish.

The information that B2B will collect from you to display for the use of potential customers includes Business Address (including postcode), Business telephone number, Link to receive enquiry emails, Link for customers to visit your website, Business Specific Keywords and Business description.

You acknowledge and agree that the B2B Link listing you submitted shall at all time be accurate, complete and up to date. In addition, you warrant, represent and undertake to ensure that all other information provided in relation to the use of the Site or Service is at all times accurate, complete and up to date.

If B2B finds any reason indicating that you provided false information in your FREE B2B Link listing, it reserves the right to cancel your FREE B2B Link listing. You can modify the information you provided in your FREE B2B Link listing at any time by logging in to the "Account" personal area with your assigned username and Password. If you would like to cancel your FREE B2B Link, please send an email with your reasons to [CancelListing@internetinternet.co.uk](mailto:CancelListing@internetinternet.co.uk). Your request will be confirmed within 3 working days. Please note: Our FREE B2B Link product has a 3 month minimum commitment with a 30 day notice period thereafter. You may be charged for that month's subscription during the notice period.

B2B reserves the right to withdraw the FREE B2B Link offering at any time in the future.

B2B also reserves the right to terminate any and all FREE B2B Links at any time in the future. If this happens it will endeavour to provide a cost effective solution to enable a customer to continue with their advert should they so wish.