

Terms and Conditions

1 Definitions and Interpretation

1.1 In the Campaign Agreement (unless the context otherwise requires)

3rd Party Publishers means a third party (not including any Service User) whose Inventory (owned or controlled) is used by Weve to facilitate Campaigns by means of the Marketing Products pursuant to the Campaign Agreement;

Affiliate means in respect of either Party, a company which is a Subsidiary of that Party or which is a Holding Company of that Party, or a Subsidiary of such Holding Company, in each case for the time being and for the purposes of this definition "**Holding Company**" and "**Subsidiary**" shall have the meaning given in section 1159 Companies Act 2006;

Brands means a name, term, sign, design, symbol, logo, slogan, colour (or combination of colours), trade mark or any other feature which identifies the seller of any products or services as distinct from any seller of any other products or services whether or not such branding constitutes Intellectual Property Rights and the term Branding shall be construed accordingly;

Branding Wrapper means any schemes, programs or initiatives operated by a Service User from time to time as a vehicle for communicating advertising, marketing and/or promotional material to their end users;

Business Day means between 9:00am and 5:00pm of any calendar day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory Bank Holiday in the United Kingdom;

Campaign means a mobile promotional, marketing, couponing/vouchering and/or advertising campaign, promotion or offering aimed at Consumers to be conducted by the Customer and facilitated by Weve under the Campaign Agreement by means of any of the Marketing Products;

Campaign Agreement has the meaning given to it in clause 2.1 of these Terms and Conditions;

Campaign Launch Date means the date on which the Campaign described in the Insertion Order is due to commence;

Campaign Report means a standard delivery report to be provided by Weve to Customer in relation to the Campaign which will include number of impressions, click through rates and socio demographic information. For the avoidance of doubt a Campaign Report does not include Special Reporting;

Campaign Term means the period of time set out in clause 2.2 of these Terms and Conditions;

Charges means all charges and other amounts due from the Customer to Weve under this Campaign Agreement;

Clients means any clients of Customer for or on whose behalf Customer conducts Campaigns under the Campaign Agreement;

Click-Through Content means the content, operation and functionality of any website, microsite or other resource which a Consumer is invited by means of any Content to view or access;

Confidential Information means all material, papers, databases, drawings, diagrams, calculations, figures, procedures, processes, business methodologies, contracts, financial information, budgets, sales marketing, public relations, advertising and commerce plans, ideas, strategies, projections, business plans, strategic expansion plans, products and product designs; information comprised in or relating to any Intellectual Property Rights of a Party or their Affiliates; and other information, whether in physical form, electronic form or otherwise, whether expressed to be confidential or not, disclosed by either Party or their Affiliates to the other Party or their Affiliates in the course of, or in connection with the performance of each Party's obligations under the Campaign Agreement or otherwise learnt or acquired by either Party or their Affiliates from the other Party or their Affiliates in connection with the Campaign Agreement (or its subject matter);

Consumer(s) an individual(s) who is or may be the target of the Campaign and who (if appropriate) has consented to the use of their Consumer Data for the relevant purposes entailed by the conduct of the Campaign;

Consumer Data means (as appropriate) Weve Consumer Data and/or Customer Consumer Data;

Content means any promotional, marketing, couponing/vouchering and/or advertising content (in whatever form including Tags and Click-Through Content) provided to Weve by or on behalf of the Customer and intended for transmission, display or placement by Weve, in accordance with the terms of the Campaign Agreement, as part of the Campaign;

Content Deadline means (i) 2 Business Days prior to the Campaign launch Date for Messaging Campaigns; (ii) 2 Business Days prior to the Campaign Launch Date for Display Campaigns; or (iii) such alternative time as set out in the relevant Insertion Order;

Content Rules means the rules, requirements and restrictions as set out in Schedule 1;

Customer Consumer Data means data relating to individuals which has been sourced by or on behalf of Customer or by a third party and made available to Customer, and shall not include any Response Data. For the avoidance of doubt, to the extent that data relating to Customer Consumers (which would otherwise fall under this definition) is also Weve Consumer Data, such data shall be excluded from this definition and shall be regarded as Weve Consumer Data;

Data Controller, Data Processor, Data Subject and Personal Data shall have the meanings given to them in the Data Protection Laws;

Data Protection Laws means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 1998, the General Data Protection Regulation 2016/679 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated;;

Display Campaign means a Campaign incorporating one or more of the Marketing Products described in Schedule 3;

Force Majeure Event means any of the following and the effects thereof if and only to the extent that such event is not caused by, and the effects are beyond the reasonable control of, the affected Party: war or civil war (whether declared or undeclared) or armed conflict, acts of piracy, invasion and acts of foreign enemies, blockades and embargoes, civil unrest, strikes or industrial action (except as relating to the workforce of a Party), commotion or rebellion, any act of terrorism, lightning, earthquake or extraordinary storm or weather conditions, nuclear, chemical or biological contamination, explosion, fire or flooding and acts by unrelated third parties;

Insertion Order means the applicable standard form detailing the Marketing Products which Weve is willing to offer to the Customer in order to fulfil the Campaign described in such Insertion Order;

Insertion Order Acceptance Date means the 5th Business Day following submission of the Insertion Order by Weve or such alternative time or date as set out in the relevant Insertion Order;

Intellectual Property Rights means all intellectual property rights including patents, registered designs, trade marks and service marks (whether registered or not), copyright, database rights, design rights and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semiconductor topographies, confidential information, business names, goodwill and the style and presentation of goods and services and applications and the right to apply for protection of any of the above rights;

Inventory means such forms, methods, means of access and/or channels owned or controlled by Service Users and/or 3rd Party Publishers from time to time on or by means of which Weve has the right to place Content and/or facilitate Campaigns, which may include certain areas within mobile portals, mobile or mobile-optimised websites, apps or digital or mobile wallets and the ability to send messages to Consumers;

Losses means all losses, liabilities (including provision for contingent liabilities), fines, claims, demands, awards, compensation, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

Marketing Products means those promotional, marketing, couponing/vouchering and/or advertising products and services and related services offered by Weve from time to time and detailed in Schedule 2 (Messaging Campaigns) Schedule 3 (Display Campaigns); and Schedule 4 (Creative Services);

Marketing Regulation means any present or future applicable code of practice, adjudication, decision, guideline, direction or rule of any Marketing Regulator which are or become applicable within the United Kingdom to any of the Marketing Products (whether voluntary or obligatory) and includes any applicable modification, extension or replacement thereof in force from time to time and which includes the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (the "CAP Code") and the Portman Code of Practice on the Naming, Packaging and Promotion of Alcoholic Drinks;

Marketing Regulator means the Office of Communications ("Ofcom"), the Broadcast Committee of Advertising Practice ("BCAP"), the Committee of Advertising Practice ("CAP"), the Advertising Standards Authority ("ASA"), the Gambling Commission, the Office of Fair Trading and the Trading Standards Institute and any other UK or EU regulatory or statutory body relevant to the Marketing Products;

Materials means any document, information, data, information packs, drawings, brochures, marketing literature or other material (in whatever form) including software, firmware, documented methodology, process and procedure (including any reports, specifications, business rules and requirements, user manuals, user guides, operations manuals, training materials and instruction), and any other output (in whatever form);

Messaging Campaign means a Campaign consisting of sending messages to Consumers on their mobile devices in the form of SMS, MMS or Video and incorporating one or more of the Marketing Products described in Schedule 2;

Parties has the meaning given to it in the Insertion Order;

Relevant Law means:

- a) any statute, regulation, by-law or subordinate legislation in force from time to time (including the Consumer Protection from Unfair Trading Regulations (SI 2008/1277), the Directive on Privacy and Electronic Communications (2002/58/EC), the Electronic Commerce Directive (00/31/EC), the Distance Selling Directive (97/7/EC) or any applicable national implementation thereof);
- b) the common law and laws of equity as applicable to the Parties from time to time;
- c) any binding court order, judgment or decree; and
- d) any applicable direction, policy, rule or order that is binding on a Party that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business, including for the avoidance of doubt, the Marketing Regulation;

in all cases to which a Party is subject and/or which is relevant to any aspect of the Campaign Agreement or the activities contemplated by the Campaign Agreement;

Response Data means data arising or created by means of Consumers responding (or failing to respond) or taking any other action (or failing to take such other action) as a result of or in the context of the Campaign;

Service User means a mobile network operator or a mobile virtual network operator whose Inventory (owned or controlled) is used by Weve to facilitate Campaigns by means of the Marketing Products pursuant to the Campaign Agreement;

Special Reports means specialised reporting that the Customer may receive from Weve in respect of one or more Campaign where specified in the Insertion Order;

Tags means any ad tag featuring HTML code of video inventory, 1x1 pixels and clear GIFs or similar technology;

Targeting Parameters means one or more types of characteristics or items of information concerning or attributable to Consumers, which shall be detailed in the Insertion Order;

Target Segment means any group of Consumers which is to be targeted by the Campaign by virtue of Targeting Parameters;

Terms and Conditions means these terms and conditions;

Trading Agreement means the trading agreement agreed between the Parties and in force during the relevant Campaign;

Weve Consumer Data means data relating to Weve Derived Consumers which has been sourced by or on behalf of Weve or a Service User, 3rd Party Publisher or other third party and made available to Weve, and which shall include any Response Data; and

Weve Derived Consumers means Consumers whose data has been sourced by a Service User and/or 3rd Party Publishers and/or other third party and made available to Weve.

1.2 In the Campaign Agreement:

- a) references to one gender includes the other gender and references to the singular includes the plural and vice versa;
- b) words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa;
- c) any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- d) headings are for convenience only and do not affect its interpretation; and
- e) the words "includes", "including" "for example" and "in particular" shall be deemed to be followed by the words "without limitation".

1.3 To the extent that there is any conflict or inconsistency between the Insertion Order, any Trading Agreement (if applicable), these Terms and Conditions and Schedules 1 and 2 to these Terms and Conditions, the following order of precedence shall apply to the extent of the conflict:

- a) the Insertion Order;
- b) the Trading Agreement (if applicable);
- c) the Schedules to these Terms and Conditions; and
- d) these Terms and Conditions.

1.4 These Terms and Conditions apply to the Campaign Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2 Campaign Agreement

2.1 These Terms and Conditions (including the Schedules) together with the Insertion Order and the Trading Agreement (if applicable) constitute the Campaign Agreement (the "**Campaign Agreement**"). The Campaign Agreement shall (subject to clause 2.3 below) be formed by means of Customer accepting in writing a completed Insertion Order submitted to it (without reservation) by Weve or by Weve accepting an Insertion Order sent by Customer via a digital media management platform such as Prisma, Adazzle or Metis. For the avoidance of doubt, where Insertion Orders are agreed over Prisma, Adazzle, Metis or any other digital media management platform, these Terms and Conditions shall apply to the exclusion of any of Customer's terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Campaign Agreement constitutes an agreement between the Parties for the supply of Marketing Products by Weve to Customer in relation to the Campaign as described in the Insertion Order and shall commence on the date specified in the Insertion Order and shall continue (unless earlier terminated in accordance with the Campaign Agreement) until all obligations and liabilities of the Parties in respect of the Campaign Agreement have been discharged or (if any) the date specified in the Insertion Order (the "**Campaign Term**").

2.3 The Customer shall either accept (in accordance with clause 2.1) or reject the Insertion Order by no later than the Insertion Order Acceptance Date. In the absence of such acceptance by the Insertion Order Acceptance Date the Insertion Order shall be deemed to have been withdrawn by Weve and no longer capable of acceptance by Customer.

2.4 The Customer contracts with Weve as principal in all respects and as such the Customer shall be liable for the payment of all Charges.

2.5 There is no guarantee or undertaking given by Weve that the Campaign will not be in proximity to products and/or services that compete with the Customer's products and/or services.

2.6 The Customer acknowledges that no exclusivity is granted or implied under the Campaign Agreement and other campaigns may be carried out by Weve which are similar to those carried out under the Campaign Agreement.

2.7 Weve represents, warrants and undertakes to the Customer now and throughout the Campaign Term that it shall provide the Marketing Products to the Customer as required under the Campaign Agreement with all reasonable care and skill.

2.8 Weve shall be entitled to create case studies relating to the Campaign (or an aggregated series of Campaigns) that do not mention the name or brand of Customer or Client, unless Customer or Client objects in writing to Customer's Weve account manager (including over email) within 10 Business Days of the relevant Campaign end date.

2.9 The Customer agrees to engage with Weve for the purposes of creating a case study naming Customer and/or Client in relation to the Campaign within 6 months of the relevant Campaign end date. Weve shall not release any such case study until the Customer or relevant Client has approved the content of the case study in writing (including over email).

3 Content

3.1 The Customer shall supply to Weve prior to the Content Deadline any relevant Content.

3.2 Weve shall use reasonable endeavours to approve Content within 1 Business Day of the time of submission but Customer acknowledges that the timeframes for the process of certification and testing of Tags and/or Click-Through Content are dependent on third parties and are therefore beyond Weve's control. Customer shall provide all reasonable assistance to Weve to ensure certification of the Tags as soon as practicable.

3.3 If the Content is received after the Content Deadline, Weve reserves the right, in its sole discretion, to (without liability) reject and refuse to transmit, place or display the Content.

3.4 Without in any way affecting either Party's liability, Weve reserves the right to reject or (at Weve's sole discretion) require amendments to any Content which in Weve's sole opinion:

- a) is or would be in breach of or places or would place Customer in breach of the warranties contained in clause 4.1 below;
- b) is associated with any Click-Through Content which is or would be in breach of or places or would place Customer in breach of the warranties contained in clause 4.1 below;
- c) would cause Weve or any of its Services Users or 3rd Party Publishers to breach any Relevant Law or to infringe a third party's Intellectual Property Rights or other rights; or
- d) in respect of which significant volumes of Consumer complaints have been made or are reasonably likely to be made.

3.5 In addition to clause 3.4 above, Weve shall have the right (without liability), at any time, to remove, recall and/or cease to transmit, place or display any of the Content once live if Weve determines, in its sole discretion, that the Content or any portion thereof is or becomes non-compliant with clause 3.4 above.

3.6 The Customer accepts full responsibility for ensuring that the correct Content is sent to Weve. In the event that the Customer sends incorrect Content to Weve resulting in Weve serving incorrect Content, the Customer shall remain liable to pay the Charges in full.

3.7 In the event that Weve takes any action under this clause 3, it shall remain entitled to invoice the Customer in full for all Charges which are due in relation to all relevant Content or which would have

been due in relation to such Content if such action had not been taken.

3.8 Notwithstanding anything contained in clause 11, the Customer acknowledges that Weve shall enable any Service User and/or 3rd Party Publishers to view any Content so as to enable the fulfilment of the Campaign or for the purposes of provision of customer services to Consumers who are targeted by such Campaign.

4 Customer Obligations

4.1 The Customer represents, warrants and undertakes to Weve now and throughout the Campaign Term that:

- a) no Content or Click-Through Content shall infringe the Intellectual Property Rights or any other rights of a third party (including any exclusive sponsorship rights);
- b) no Content, Click-Through Content or Campaign shall in any way contravene or fail to comply with any Relevant Law;
- c) (without prejudice to 4.1(b) above) no Content or Click-Through Content shall be defamatory, libellous or slanderous of any third party or be inaccurate, misleading, obscene, offensive or discriminatory or likely to cause annoyance or distress to any person or fail to adequately inform the Consumer concerning any aspect of the Campaign;
- d) it has obtained and paid for all necessary licences and consents for the use, reproduction, display transmission and distribution of any performance or copyright material or other Intellectual Property Rights contained in any relevant Content or Click-Through Content;
- e) the Content and any other material submitted by the Customer shall not contain viruses, bugs, worms, Trojan horses, harmful codes or any other form of defect or containment which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of the any of Weve's or any third party's computer systems (including any Service User's or 3rd Party Publisher's);
- f) all Content and Click-Through Content shall be in compliance with the Content Rules (as applicable at the time the Content was supplied to Weve by the Customer); and
- g) no Content or Click-Through Content shall hijack or change any phone settings or lead Consumers to any internet site which opens a download or stream or incurs any other unexpected usage charge without prior warning.

4.2 The Customer shall fully indemnify against and defend Weve from any and all Losses incurred or suffered by or made against it whether, wholly or in part, resulting directly or indirectly from, or connected in any way with any breach of the warranties set out in clause 4.1, whether or not such Losses were foreseeable at the date of entering the Campaign

Agreement and whether or not Weve could have exercised its rights under clause 3.4 or 3.5 in respect of the subject matter in question.

5 Intellectual Property Rights

5.1 Except as expressly stated in the Campaign Agreement all Intellectual Property Rights vested in a Party prior to the date of the Campaign Agreement shall remain vested in that Party.

5.2 As between Weve and Customer, all title, interest and Intellectual Property Rights in and relating to the Content shall belong to and vest in the Customer at all times and Weve shall acquire no rights, title or interest therein.

5.3 As between Weve and Customer, all title, interest and Intellectual Property Rights in and relating to any and all of the following shall belong to and vest in Weve at all times:

- a) Weve Consumer Data;
- b) the Response Data;
- c) the Marketing Products; and
- d) any Materials generated by or collected as a result of or in the context of the provision by Weve of the Marketing Products or services under the Campaign Agreement generally (including, without any limitation, any Campaign Reports, Special Reports or analysis relating to the Campaign created by or on behalf of Weve) and Customer shall acquire no rights, title or interest therein.

5.4 The Customer grants, (and shall ensure that any Affiliate where applicable grants) to Weve a non-exclusive, worldwide, irrevocable, royalty-free licence to use during the Campaign Term:

- a) the Content;
- b) other Material provided to Weve by the Customer; and
- c) the Customer's Brands and their Clients' Brands,

including all Intellectual Property Rights contained therein and each to the extent necessary for the purpose of enabling Weve to fulfil its obligations and exercise its rights under the Campaign Agreement, such licence not to be sub-licensable (except to Weve's sub-contractors and only to the extent such sub-licensing is necessary for those sub-contractors to perform the sub-contracted services) and not to be assignable (except to the extent permitted by the Campaign Agreement).

6 Invoicing and Payment

6.1 All Charges are net of any agency commission and discounts unless otherwise stated.

6.2 All Charges set out in, and payments to be made under, the Campaign Agreement are stated exclusive of any applicable VAT, which shall be paid by the Customer at the rate and in the manner prescribed by law from time to time.

6.3 Invoices in respect of Charges may be issued by Weve at any time following the completion of the

Campaign or additionally at any time following the end of each calendar month during the Campaign.

6.4 Invoices shall be payable by the Customer within 30 days of the date of the relevant invoice.

6.5 All payment of Weve's invoices shall be made in full and the Customer shall not be entitled to claim any rights of set-off in respect thereof.

6.6 Weve shall be entitled to receive interest on any Charges not paid when properly due pursuant to the terms of the Campaign Agreement, calculated from day to day at a rate per annum equal to 3% above Barclays Bank PLC's base rate from time to time.

6.7 If the Customer does not pay Weve in accordance with the above provisions of this clause 6 Weve shall, without prejudice to its other rights and remedies under the Campaign Agreement or otherwise at law, be entitled to (without liability) (a) refuse to accept further Campaigns from the Customer; and (b) suspend the conduct of any Campaign.

6.8 Any Gross Amount as defined and set out in the Insertion Order is for illustrative purposes only and has been inserted at the Customer's request. The Customer agrees that the applicable charges in respect of the Insertion Order are as set out in the Charges section and nothing requires any payment to be made by Weve to any party, including for any payment of media commission.

7 Cancellations and Changes

7.1 If Customer wishes to cancel the Campaign it shall give Weve no less than 30 calendar days prior (to the Campaign Launch Date) written notice of such cancellation, in which case no Charges shall be due from Customer in respect of the Campaign and the Campaign Agreement shall be deemed to be terminated from the time at which such notice is received by Weve. In the event that written notice of a cancellation is given by Customer to Weve either less than 30 calendar days prior to the Campaign Launch Date or on or after the Campaign Launch Date, Weve shall use its reasonable endeavours to abort or cease the Campaign (as applicable) as soon as reasonably practicable but the Customer shall remain liable to pay the Charges in full in respect of the Campaign (whether or not and irrespective of the extent to which such Campaign is actually fulfilled by Weve).

7.2 If Customer wishes to make any change to the Campaign (which shall include a reduction in the size or scope of a Campaign) then it shall propose such change by submitting a revised Insertion Order to Weve reflecting and highlighting the change in question. Weve shall consider such change request and shall either signify its approval or rejection of the change request or suggest amendments to the change request as soon as reasonably practicable by notifying the Customer in writing provided that any failure to notify shall be deemed to be a rejection. In the event that Weve approves the change request then the Campaign Agreement shall be deemed to be varied according to the terms of such change request and the Customer shall be liable to pay any

additional Charges which may be due as a result of such variation. In the event that Weve suggests amendments to the change request then the Customer may resubmit such change request as a result of such suggested amendments.

7.3 Prior to any approval of a change request by Weve the terms of the Campaign Agreement shall remain unaffected and all discussions relating to a change request shall be without prejudice to the rights and liabilities of both Parties.

7.4 Weve shall not unreasonably withhold its approval or unreasonably suggest amendments to any change requested by the Customer prior to the Campaign Launch Date. The Parties agree that Weve shall be acting reasonably to the extent that it rejects any change request on any of the non-exhaustive following grounds:

- a) that Weve could exercise its right to reject any Content introduced by the change request under clause 3.4 above;
- b) that the proposed change would entail Weve incurring any additional expenditure or cost or expose Weve to any enhanced risk or require Weve to accept any reduction in the Charges; or
- c) that the change request could not reasonably be accommodated within the time period required,

Weve shall be entitled to withhold its approval in its absolute discretion to any change requested by the Customer on or after the Campaign Launch Date.

7.5 If following the Campaign Launch Date, Weve considers (acting reasonably and based on its monitoring of the progress of the Campaign) that the Campaign is unlikely to be successful in terms of achieving its agreed aims or reaching the required numbers of Consumers within any Target Segment within the relevant period of the Campaign (in all cases as set out in the relevant Insertion Order), Weve shall (acting reasonably) be entitled to expand the scope of the Target Segment so as to include within the reach of the Campaign additional Consumers who are reasonably similar to Consumers falling within the Target Segment notwithstanding the contents of the Insertion Order provided that Customer shall not be required to pay any additional Charges to Weve by virtue of this clause 7.5 beyond those anticipated or set out in the Insertion Order.

7.6 Whilst Weve shall use reasonable endeavours to fulfil the Campaign in respect of the required numbers of Consumers as set out in the Insertion Order, Customer acknowledges and agrees that Weve may fulfil the Campaign in respect of fewer or greater numbers of Consumers than such required numbers. In such event, this shall not constitute a breach of the Campaign Agreement but:

- a) in the case of fulfilment of the Campaign in respect of greater numbers of Consumers than the required numbers, Customer shall not be required to pay any additional Charges to Weve

beyond those anticipated in the Insertion Order; and

- b) in the case of fulfilment of the Campaign in respect of fewer numbers of messages or impressions, Customer shall only be required to pay Charges in relation to the messages or impressions that were fulfilled under the Campaign.

8 Postponements

8.1 If a Customer wishes to postpone the Campaign it shall give Weve no less than 5 Business Days prior (to the Campaign Launch Date) written notice of such postponement.

8.2 If the Campaign is validly postponed in accordance with clause 8.1 above the Campaign must be re-booked by Customer (subject to availability as advised by Weve) at the time of postponement to a date not more than three calendar months after the date of the postponement and in any event within the same calendar year and must relate to the same Marketing Product, failing which the postponement will be deemed a cancellation and subject to the provisions of clause 7 (Cancellation). The postponed Campaign will be on identical terms save as to timing and any alterations to the Charges, Content Rules and other relevant aspects of the Campaign Agreement which may have occurred during the period of postponement.

8.3 In the event that written notice of postponement is given by Customer to Weve either less than 5 Business Days prior to the Campaign Launch Date or on or after the Campaign Launch Date, Weve shall use its reasonable endeavours to abort or cease the Campaign (as applicable) as soon as reasonably practicable but the Customer shall remain liable to pay the Charges in full in respect of the Campaign where Weve is unable to abort or cease the Campaign using reasonable endeavours.

9 Reporting

9.1 Within 5 Business Days of the conclusion of the Campaign, Weve shall provide Customer with all Campaign Reports which are relevant to the Marketing Products involved in the Campaign.

9.2 Customer may order Special Reports in respect of one or more Campaign. Timelines for the delivery of Special Reports and any additional terms relating to the Special Reports shall be as set out on the relevant Insertion Order or as agreed by the parties from time to time in writing (including over email).

10 Data Provision and Data Protection

10.1 Weve Consumer Data

- a) Customer will have no access to or right to any visibility or disclosure of any Weve Consumer Data at any time.
- b) Where and to the extent that any Marketing Products involve Weve making use of any Weve Consumer Data to facilitate the Campaign, Weve represents, warrants and undertakes to Customer that the use of such

Weve Consumer Data for the purposes of conduct of the Campaign shall comply with Data Protection Laws.

Campaign with immediate effect by giving written notice to the Customer in the event:

10.2 Data Processing Requirements

- a) The Parties shall comply with the Data Protection Laws, in all matters relating to the performance of the Campaign Agreement and, in particular, each of the Parties shall ensure that the disclosure to or processing by any Party of Personal Data pursuant to the Campaign Agreement, will not infringe the Data Protection Laws nor breach any other legal obligations owed by the Parties, to any person in connection with the Campaign Agreement.

- a) the Customer has failed to pay any undisputed invoiced amounts under this or any other Campaign Agreement and which have been due and payable for a period in excess of seven (7) days following demand;
- b) Weve is unable to fulfil the Campaign as a result of technical difficulties or its business requirements; or
- c) the Customer is brought into disrepute, is the subject of a public scandal or materially adverse publicity or, in Weve's reasonable opinion, does or omits to do any act which is or may be prejudicial to the image, reputation or goodwill of Weve or of any Service User or 3rd Party Publisher.

11 Confidentiality

11.1 Neither party (a "receiving party") will divulge Confidential Information disclosed by the other party (the "disclosing party") to any third party without the prior written consent of the disclosing party except to such of its employees, officers and contractors as may need to know the Confidential Information for the purposes of the implementation and/or performance of the Campaign Agreement and in each case who agree to be bound by the provisions of this clause 11.

12.2 Without prejudice to its other rights and remedies, either Party may terminate the Campaign Agreement in whole or in part with immediate effect by giving written notice to the other Party if:

11.2 The obligation of confidence set out in this clause 11 shall not apply to any material or information which is:

- a) in the public domain (other than as a result of a breach of the Campaign Agreement);
- b) already lawfully known to the receiving party prior to the receipt from the disclosing party;
- c) lawfully received from a third party;
- d) required to be disclosed for the purposes of any judicial proceedings arising out of a breach of the Campaign Agreement, or pursuant to an order of a court or other tribunal or regulatory authority of competent jurisdiction; or
- e) required to be disclosed by an applicable law, or by or in connection with the rules of any stock exchange on which the shares of either party or its holding company (as that term is defined in section s1159 Companies Act 2006) are listed (including where disclosure is required as part of any actual or potential offering, placing and/or sale of securities of either party or its holding company).

- a) the other Party commits a breach of clause 15 (Bribery);
- b) the other Party commits a material breach of any provision of the Campaign Agreement which is incapable of remedy or which, if capable of remedy, has not been remedied within fourteen (14) calendar days of receipt of a written notice requiring the breach to be remedied;
- c) the other Party is affected by an insolvency event; or
- d) the whole or substantial part of the other Party's performance of its obligations under the Campaign Agreement is prevented by a Force Majeure Event for more than 10 Business Days and such prevention is continuing.

11.3 The obligation of confidence set out in this clause 11 shall apply in the period commencing on the first day of the Campaign Term and ending three years after the termination or expiry of the Campaign Agreement. In the event that a party is obliged to disclose the Confidential Information to a third party it shall, to the extent permitted by law, promptly provide the other party with as much notice of such requirement as is possible in the circumstances.

12.3 Termination or expiry of the Campaign Agreement for any reason shall not affect (i) any rights or liabilities that have accrued prior to such termination or expiry; or (ii) any provision of the Campaign Agreement which by its terms is intended to survive termination.

12.4 Unless specified otherwise in the Campaign Agreement, rights to suspend or terminate the Campaign Agreement are not exclusive rights and shall be in addition to every other remedy or right now or hereafter existing. For the avoidance of doubt any suspension of the Campaign under clause 12.1 shall not prevent the subsequent termination of the Campaign Agreement at any time whilst the grounds for suspension are still persisting.

12 Termination

12.1 Weve may terminate the Campaign Agreement in whole or in part or suspend the conduct of any

13 Liability

13.1 Nothing in the Campaign Agreement shall have the effect of limiting or excluding the liability in respect of either party for:

- a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

- b) any indemnity given in these Terms and Conditions; or
- c) fraud or fraudulent misrepresentation by it or its employees, agents or sub-contractors.
- 13.2 Nothing in the Campaign Agreement shall have the effect of limiting or excluding the Customer's obligation to pay the Charges.
- 13.3 Subject to clauses 13.1 neither Party will be liable to the other Party under or in relation to the subject matter of the Campaign Agreement for:
- a) any indirect, special or consequential loss or damage; or
- b) any loss of profits, revenue, business opportunities or damage to goodwill (whether direct or indirect) even if the same was foreseeable, or the possibility thereof was brought to the attention of the party making the claim.
- 13.4 Subject to clauses 13.1 and 13.2 either party's total aggregate liability arising under of in connection with the Campaign Agreement (whether such liability arises from negligence, breach of contract or howsoever) shall not exceed 125% of the total aggregate Charges.
- 13.5 Except as expressly set out in the Campaign Agreement, all conditions, warranties, stipulations, terms, undertakings, and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law.
- 14 Force Majeure**
- 14.1 No Party (an "**Affected Party**") shall be liable for any failure to perform, or for delay in performing, any of its obligations if and to the extent that the failure or delay is caused by a Force Majeure Event. The time for performance of an obligation which is affected by a Force Majeure Event shall be extended by a period which reflects the delay caused by the Force Majeure Event.
- 14.2 If under clause 14.1 the Affected Party is relieved from performing any obligation, it shall not be entitled to payment for the performance of that obligation in respect of the period for which relief is obtained.
- 14.3 For the avoidance of doubt no Party shall be capable of claiming relief under clause 14.1 for any obligation relating to the payment of money or the liability to pay sums pursuant to an indemnity.
- 15 Bribery**
- 15.1 Each Party shall not, and shall procure that its directors, employees, agents, representatives, contractors or sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.
- 15.2 Each Party shall have in place adequate procedures designed to prevent any person working for or

engaged by that Party or any other third party in any way connected to the Campaign Agreement, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

16 Notices

- 16.1 All notices to be given to a Party under the Campaign Agreement shall be in writing in English, and:
- (i) delivered by hand;
- (ii) sent by first class pre-paid post; or
- (iii) sent by email,
- to the address set out in the relevant Insertion Order or communicated by a Party to the other from time to time, or (if none) to a Party's registered office.
- 16.2 A notice shall be treated as having been received:
- a) if delivered by hand, when so delivered;
- b) if posted to the correct address, two (2) Business Days after being posted; or
- c) if sent by email to the correct email address, at the time of transmission provided the sender can provide proof the notice was properly addressed,

provided that if any such notice would otherwise be deemed to be given after 5 pm (London time) on a Business Day or on a day which is not a Business Day, such notice shall be deemed to be given at 9 am (local time) on the next Business Day.

17 Entire Agreement

- 17.1 The Campaign Agreement (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the Parties, and supersedes all proposals and prior agreements, arrangements and understandings between the Parties, relating to its subject matter.

- 17.2 Each Party acknowledges that in entering into this Campaign Agreement (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to the Campaign Agreement or not) that is not set out in the Campaign Agreement. Each Party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral agreement or other assurance. The only remedy available to any Party in respect of any representation, warranty, collateral contract or other assurance that is set out in the Campaign Agreement is for breach of agreement under the terms of the Campaign Agreement. Nothing in the Campaign Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

18 Marketing Regulator Investigations

- 18.1 Either Party shall inform the other, in writing, of any investigation by a Marketing Regulator into a Campaign. The Customer use its reasonable

endeavours to remove or anonymise any reference to the Service User in any reports or documents published by a Marketing Regulator.

19 General

19.1 **Variation:** No variation of the Campaign Agreement shall be effective unless it is recorded in writing and signed by an authorised representative of each Party.

19.2 **Assignment and sub-contracting:** The Customer shall not assign, novate, transfer, sub-contract or deal in any way with any part of its rights or obligations under the Campaign Agreement (in whole or in part) without the prior written consent of Weve. Weve shall be entitled to (a) sub-contract its obligations under the Campaign Agreement to a third party but shall not thereby cease to be liable for any breach or non-performance of the Campaign Agreement and (b) assign the Campaign Agreement to an Affiliate.

19.3 **Further Assurance:** Each Party shall use reasonable endeavours to do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other Party to implement and give full effect to the terms of the Campaign Agreement.

19.4 **Waiver:** Neither Party will be treated as having waived any rights by not exercising (or by delaying exercise of) any rights under the Campaign Agreement.

19.5 **Weve business marketing communications:** Weve may send Customer newsletters, updates or

other communications relating to Weve's products and services and/or general industry trends, developments and issues from time to time. Customer may opt out of these marketing communications at any time by email to business@weve.com or by following the opt-out messages in the marketing communications.

19.6 **Third Party Rights:** A person who is not a party to the Campaign Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Campaign Agreement.

19.7 **Severance:** The parties intend each provision of the Campaign Agreement to be severable and distinct from the others. If a provision of the Campaign Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the Parties intend that the legality, validity and enforceability of the remainder of the Campaign Agreement shall not be affected.

19.8 **Relationship of the Parties:** Nothing in the Campaign Agreement shall create, or be deemed to create; a partnership or joint venture between the Parties and nothing in the Campaign Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other.

19.9 **Governing Law:** The Campaign Agreement (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

CONTENT RULES

Weve reserves the right to amend, in its sole discretion, the Content Rules at any time and shall notify Customer of such changes by posting an updated version of these Terms and Conditions on Weve's website.

1 Prohibited Advertising

No Campaigns will advertise, market or promote any of the following products or services:

- Acupuncture
- Adult
- Chat forums
- Dating
- Fireworks
- HMRC
- Illicit drugs, drug paraphernalia, or products to beat drug tests
- Medical research
- Military recruitment
- Party Political or issue related products
- Payday loan services and any loan service which has an APR of 40% or more
- Psychics and mediums
- Religious or Spiritual services
- Reward programmes
- Ringtones, ring back tones, caller tunes or mobile device screensavers or wallpapers
- That target under 16's
- Tattoos and body piercing
- Ticketing/advance ticketing
- Tobacco and tobacco related products including e-cigs and vape products
- Weapons or ammunition
- Which facilitate illegal activities and/or infringes, encourages or enables the infringement of the intellectual property rights of any third party, e.g. false document services, counterfeit designer goods, cable descramblers etc.
- Casino/Poker

2 Competitor Advertising

No Campaigns will advertise, market or promote any products or services of entities which conduct any of the following activities:

- Provision of fixed telecommunications services
- Provision of internet-based telephony services
- Provision of mobile telecommunications services
- Provision, reselling or enablement of online or digital wallets
- Reselling of mobile telecommunications devices and services (but for the avoidance of doubt not including manufacturers of mobile telecommunications devices)
- Operation of a fixed telecommunications network
- Operation of a mobile telecommunications network
- Operation of a mobile virtual telecommunications network (being an entity which sells mobile telecommunications services under its own brand name or provides services enabling third party entities to sell mobile telecommunications services under their own brand name, in each case using the mobile telecommunications network of another operator)

other than where a Campaign relates to products or services of such entities which do not form part of or are ancillary to these activities.

**SCHEDULE 2
MESSAGING CAMPAIGNS**

The following additional terms and conditions shall apply to any of the Marketing Products described below which are expressly contracted for in the Insertion Order.

1. Introduction

Messaging Campaigns consists of the sending of messages to Consumers by means of their mobile device in the context of the Campaign. These messages can take the form of SMS, MMS or video.

2. Insertion Order

Push Messaging shall take the form of the following Marketing Product as specified in the Insertion Order.

Marketing Product Name	Marketing Product Description
Standard Push Messaging (including, without limitation, WeLocate, Research (Media) and Research (Insight))	a Push Messaging Campaign which is targeted to a sub-set of Weve Derived Consumers based upon certain Targeting Parameters, including (without limitation) to demographic, postcode, interest-based targeting, etc. These Campaigns will be delivered to Consumers by means of the relevant Service User Branding Wrappers.

Push Messaging will be charged on the following basis:

Charging Basis	Description	Campaign Report will include at least the following:
CPM (cost per message)	a charge will be made for each message delivered in the context of the Campaign	number of messages delivered

**SCHEDULE 3
DISPLAY CAMPAIGNS**

The following additional terms and conditions shall apply to any of the Marketing Products described below which are expressly contracted for in the Insertion Order.

1. Introduction

A Display Campaign consists of the display of Content on 3rd Party Publisher Inventory and is capable of being presented in a variety of formats, such as banners, buttons, pop ups and expandable formats. Display Campaigns shall take the form of the following Marketing Products (as specified in the Insertion Order).

Marketing Product Name	Marketing Product Description
Display	A Display Campaign which may be targeted to Consumers based upon certain Targeting Parameters and/or placed by reference to the underlying nature or content of the relevant Inventory.

2. Insertion Order

Display Campaigns shall be charged on the following charging bases as specified in the Insertion Order.

Charging Basis	Description	Campaign Report will include at least the following:
CPM (cost per mille)	a charge will be made for each thousand (or part thereof) Ad Impressions served in the context of the Display Campaign.	number of Ad Impressions served

3. Definitions

In this Schedule 3 and where used elsewhere in the Campaign Agreement, the following definitions shall apply:

“Ad Impression”	Means each occasion on which a specific piece of Content is accessed or viewed by a Consumer on any Inventory used in the context of a Display Campaign.
“Click”	Means when a Consumer clicks on a piece of Content in the context of the Display Campaign.
“Creatives”	Means the artwork and copy forming part of the Content.
“Display Ad”	Means an advertisement featuring Content served or to be served in the context of a Display Campaign
“Opt-Out Mechanism”	Means the mechanism whereby an icon is placed on the Display Ad which when clicked redirects the Consumer to a page where the Consumer can express their desire to no longer be the subject of Display Campaigns enabled by Weve.
“Untracked”	Means any Display Campaign where an install or conversion is not tracked within the 3 rd Party Publisher ad network.

4. Technical Specifications

4.1 The Customer shall comply with the technical specifications provided by Weve (**“Specifications”**) which shall detail:

- a) the types and amounts of Creatives to be delivered in the Content of the Display Campaign; and
- b) the size and format of the Display Ad, e.g. skyscraper, medium rectangle.

- 4.2 The Customer shall comply with the Specifications provided by Weve to enable proper display of the Display Campaigns, which shall be modified or reconfigured as required and upon Weve's further instructions in order to meet the Specifications.
- 5 Content**
- 5.1 Weve shall endeavour to notify the Customer if any of the Content is insufficient, broken, incomplete, or does not meet the Specifications.
- 5.2 Weve shall not edit or modify the submitted Content without the Customer's prior approval.
- 6 Brand Safety**
- 6.1 Weve are committed to brand safety, and use a number of manual and automated processes to ensure that the Customer's/Client's brand message can only be seen within environments that are brand safe.
- 6.2 Weve uses a third party supplier for its delivery which verifies supply against content categories such as adult, violence, malicious sites and apps. Any supply deemed as unsafe will be removed from the exchange before bids can be placed upon it.
- 7 Ad Fraud**
- 7.1 In addition to brand safety measures, Weve use best endeavours to minimise any potential risk of ad fraud, ensuring that only humans see and engage with Campaigns. Weve use a combination of automated and manual processes to detect and filter out ad fraud.
- 8 Take Down Policy**
- 8.1 In the event that a Campaign appears in an app which Customer or Client deems inappropriate, Customer should contact their Weve account manager. On Customer's request, Weve will pause the Campaign while Customer and Weve investigate further. Weve will use best endeavours to action all take down requests received within UK business hours (Monday-Thursday 9am-5.30pm, Friday 9am-5pm) within one Business Day.
- 9 Tags and Data Collection**
- 9.1 Weve shall test Tags to ensure the Tags are correctly set up prior to the Campaign Launch Date.
- 9.2 Customer shall not at any time modify, decompile, reverse engineer, disassemble, alter or change (or seek to do any of the foregoing) to the Tags (which shall include any changes that would interrupt the proper functioning of the Opt-Out Mechanism or Click-Through Content) unless explicitly authorised in writing by Weve.
- 9.3 The Customer shall not manipulate, alter, change, "piggyback" on, gather data from or otherwise use the Tags in any way other than for the execution of Display Campaigns as permitted by the Campaign Agreement.
- 9.4 The Customer shall not seek to collect or collect any Personal Data in the context of the Display Campaigns.
- 10 Weve Responsibilities**
- 10.1 Weve shall deliver the Display Campaign in accordance with the Insertion Order and the agreed Specifications and in particular shall not serve any Display Ads relating to the Display Campaign after the end date for the Display Campaign.
- 10.2 Weve does not guarantee the placement or the performance of a Display Campaign to or on any particular Inventory.
- 10.3 Unless otherwise specified in the Insertion Order, Weve shall use reasonable endeavours to distribute Ad Impressions relatively evenly in time throughout the duration of the Display Campaign.
- 10.4 Delivery of Ad Impressions and/or Clicks shall be measured each month against Weve's statistics for all purposes under the Campaign Agreement. Without prejudice to the foregoing, if the Customer wishes to track a campaign with their own chosen 3rd-party tags, Weve shall agree to monitor the delivery in comparison to Weve delivery statistics, provided reports and/or access to reports/logins are provided by the Customer at the start of the Campaign and every week thereafter. If discrepancies are above 10% of Weve's statistics, both Parties will agree to provide resource to investigate and endeavour to resolve the difference in reporting within 5 Business Days following the end of the relevant month.

**SCHEDULE 4
CREATIVE SERVICES**

The following additional terms and conditions shall apply to any Creative Deliverables which are expressly contracted for in the Insertion Order or in writing between the parties (including over email) from time to time.

1. Definitions

In this Schedule 4, unless the context otherwise requires:

Customer Provided Materials	means all Materials supplied by Customer to Weve to enable Weve to provide any Creative Services or for Weve to incorporate as part of the Creative Deliverables.
Microsite	means a mobile optimised website.
Creative Deliverables	means all Materials and Works created and provided to the Customer by Weve in the performance by Weve of any Creative Services.
Microsite Response Data	means any information provided by Consumers by means of the Microsites.
Creative Services	means the design, development and creation of Creative Deliverables according to the Customer's specifications (as agreed with Weve) prior to the Campaign Launch Date as a means of Consumers responding to or taking action in the context of a Campaign; and, if specified on the relevant Insertion Order or if agreed in writing (including over email) from time to time includes the maintenance and hosting of such Microsites during the period of such Campaign, which are also known as the 'Landing Page' product.
Weve Retained Rights	means all Intellectual Property Rights in any software or other Materials and all knowhow used by Weve for the purposes of the creation or development of any Creative Deliverables or the provision of the Creative Services (in all cases whether vested in or licensed to Weve).

2. Creative Deliverables

- 2.1 The Customer Provided Materials and (once approved for issue by the Customer) any Creative Deliverables shall be deemed to be "Content" provided to Weve by the Customer for the purposes of clause 4.1 of the Terms and Conditions and the Customer will be responsible for and terms of the Campaign Agreement will apply to the same in the same way as they apply to any other Content (including the Customer's responsibility to ensure that the Creative Deliverables comply with all Relevant Law).
- 2.2 Without prejudice to paragraph 2.1 above, the Customer shall ensure that the Creative Deliverables (whether or not on their face or by effective and legitimate use of links and references to any relevant terms and conditions and privacy statements or policies) shall make clear to Consumers that the Microsite Response Data is being provided to the Customer (or the Client as applicable) and for the avoidance of doubt Weve shall not be obliged to provide the Creative Services if these requirements are not adhered to.
- 2.3 Notwithstanding clause 5.3(b) (or any other provision) of the Terms and Conditions, Microsite Response Data shall belong to and vest in the Customer at all times and shall constitute

'Customer Consumer Data' as defined in the Terms and Conditions.

- 2.4 Customer represents, warrants and undertakes to Weve now and at all times throughout the Term that the Customer has obtained all necessary consents from and given all necessary information to a Consumer so as to validly and lawfully enable Customer to collect and process any Microsite Response Data and the Customer shall indemnify against and defend Weve from any and all Losses incurred or suffered by or made against it whether, wholly or in part, resulting directly or indirectly from, or connected in any way with any breach of this paragraph 2.4, whether or not such Losses were foreseeable at the date of entering the Campaign Agreement.
- 2.5 The Customer shall provide Weve with all necessary assistance and information reasonably required by Weve to provide the Creative Services to the Customer.

3. Intellectual Property

- 3.1 Subject to paragraphs 3.3 below title in any Creative Deliverables and all Intellectual Property Rights which form part of the Creative Deliverables which have been created as a result of performance of the Creative Services shall belong to Weve. Weve and Customer may, from time to

- time, negotiate licence terms for Customer's use of the Creative Deliverables outside of the Campaign.
- 3.2 Title in all Weve Retained Rights and the Creative Deliverables shall remain vested in Weve or its licensors at all times. Weve hereby grants the Customer a non-exclusive, worldwide, irrevocable, royalty-free licence to use Weve Retained Rights to the extent required for the purpose of receipt of the Creative Services and/or conducting the Campaign during the Campaign Term.
- 3.3 Title in all Customer Provided Materials shall remain vested in the Customer or its licensors at all times. The Customer hereby grants Weve a non-exclusive, worldwide, irrevocable, royalty-free licence to use the Customer Provided Materials for the purpose of providing the Creative Services.
- 3.4 For the avoidance of doubt:
- a) Weve makes no representation and gives no warranty that any Creative Deliverables do not or shall not infringe any third party Intellectual Property Rights and it shall be the responsibility of the Customer to conduct all necessary investigations in order to reassure itself of such matters;
 - b) Weve shall only be obliged to grant to the Customer such rights as it is able to procure (with all licence fees and the like being at Customer's cost) in respect of any Creative Deliverables including or incorporating any Intellectual Property Rights which are owned by a third party (as shall always be communicated to Customer by Weve).