

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AND BEFORE PLACING AN ORDER WITH US

OUR TERMS AND CONDITIONS

1. Please read these Terms carefully and make sure that you understand them, before placing any Order through Our site. Please note that before placing an Order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to place an Order through Our site.
2. You should print a copy of these Terms or save them to your computer for future reference.
3. We amend these Terms from time to time as set out in clause 23. Every time you wish to place an Order, please check these Terms to ensure you understand the terms which will apply at that time.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. Qmuli (or "We") is a company registered in England and Wales. Our company registration number is 06009892 and Our address is Studio 12, 21 Wren Street London WC1X 0HF.
- 2.2. If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at +44 (0)20 7278 4009 or by e-mailing Us at support@Qmuli.com.
- 2.3. If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail at support@Qmuli.com, by hand, or by pre-paid post to Qmuli Limited at Studio 12, 21 Wren Street London WC1X 0HF. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

3. DEFINITIONS

- 3.1. When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined in clause 19.2;

Order: your order for the Services;

Services: the advertisement delivery services or advertisement production services that We are providing to you as set out in the Order;

Terms: the terms and conditions set out in this document; and

We/Our/Us: Qmuli Limited. Our offices are at Studio 12, 21 Wren Street London WC1X 0HF.

- 3.2. When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

4. ACCESSING OUR SITE

- 4.1. Our site is made available free of charge.
- 4.2. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 4.3. You are responsible for making all arrangements necessary for you to have access to our site.

- 4.4. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

conditions, and that they comply with them.

5. YOUR ACCOUNT AND PASSWORD

- 5.1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 5.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 5.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@Qmulu.com.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. We are the owner or the licensee or permitted user of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. We do not own the publishers' ad specification data itself as individual advertising specifications.
- 6.2. We hereby grant you a royalty free non-exclusive licence to use our site's advertisement specification database free of charge for the purposes of creating and supplying advertising material to publishers, whether for commercial purposes or for your own personal use and you may enter that data into your own database(s). Please note this licence is not sub-licensable or transferable by you to anyone else.
- 6.3. The licence we are giving you to use our database has some limitations. In particular, you are not permitted to:
 - (a) publish or reuse all or any part of our database on the internet (or in any other manner) without the express permission of the publisher(s) whose advertising specification data you are publishing or reusing. (Please also note that we may require you to give us evidence of such publisher consent from time to time); and/or
 - (b) sell or otherwise charge your clients or customers to use or access all or any publishers' advertising specification data that you have obtained or copied from our advertising specification database.
- 6.4. You may print off hard copies, and may download extracts, of any page(s) from our site for your own use and you may draw the attention of others within your organisation to content posted on our site.
- 6.5. Save for our site's advertisement specification database (for which permissions and limitations are set out in paragraphs 6.2 and 6.3 above), you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.6. Our status (and that of any identified contributors) as the authors of content on our site (other than for publishers' advertising specifications) must always be acknowledged.
- 6.7. Save for our site's advertisement specification database (which you are free to use as you wish as long as you comply with paragraphs 6.2 and 6.3 above), you must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.8. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. NO RELIANCE ON INFORMATION

- 7.1. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 7.2. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

8. OUR CONTRACT WITH YOU

- 8.1. These are the terms and conditions on which We supply Services to you.
- 8.2. Our site will guide you through the steps you need to take to place an Order with us. Our order process allows you to check and amend any errors before submitting your Order to us. Please take the time to read and check your Order at each page of the order process.
- 8.3. After you place an Order, you will receive an e-mail from us acknowledging that we have received your Order. However, please note that this does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in clause 8.4.
- 8.4. We will confirm our acceptance to you by sending you an e-mail. The Contract between us will only be formed when we send you this email.
- 8.5. If any of these Terms conflict with any term of the Order, the Order will take priority.
- 8.6. We shall assign an reference number to the Order and inform you of it when We confirm the Order. Please quote the reference number in all subsequent correspondence with Us relating to the Order.

9. CHANGES TO ORDER

- 9.1. You may make a change to your Order prior to the Order completion by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 20.1 in these circumstances.
- 9.2. If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 20.

10. PROVIDING SERVICES

- 10.1. We will supply the Services to you from the time and date of the Order until the Order has been fulfilled.
- 10.2. We will endeavour to ensure that your advertisement is placed in accordance with your Order, however we are unable to control what a publisher does with your file once uploaded to their system (after it has passed our internal checks). Also, we cannot guarantee that your Order, despite having passed our internal checks, will be accepted by the publisher. You acknowledge that we cannot control what a publisher does with your Order once we have delivered it to them.
- 10.3. We do not accept any responsibility for the quality of the final printed document or materials or the failure of the publisher to fail to publish your advertisement. Any file you submit through Our Order process may also be subject to the publisher's own terms and conditions.
- 10.4. We will endeavour to complete the Services in accordance with your Order. However, there may be circumstances or delays due to an Event Outside Our Control which affect delivery of your advertisement. See clause 19 for Our responsibilities when an Event Outside Our Control happens.

- 10.5. We may need certain information from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required We may have to suspend the Services or We may not be able to provide the Services and fulfil your Order. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 10.5, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

- 10.6. We may have to suspend the Services if We have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

- 10.7. If you do not pay Us for the Services when you are supposed to as set out in clause 12.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 12.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 12.4.

tell you this. This does not affect Our right to charge you interest under clause 12.4.

11. IF THERE IS A PROBLEM

- 11.1. In the unlikely event that you encounter a problem with our site or there is an issue concerning delivery of your advertisement(s):
- (a) please contact Us and tell Us as soon as reasonably possible; and
 - (b) please give Us a reasonable opportunity to repair or fix any issue.

12. PRICE AND PAYMENT

- 12.1. The price of the Services will be set out in Our price list in force at the time We confirm your Order. You can also find this on our website, unless we negotiate and agree a separate fee directly with you. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 12.2. These prices do not include VAT, which will be applied unless you expressly state that you should not be liable to VAT because your company is based outside the UK, provided you give us your company's VAT number when submitting the order.
- 12.3. We will invoice you by email for the Services unless We have agreed in writing in advance that Our invoices will be delivered to you by a different method. You must pay each invoice in cleared monies within 30 calendar days of the date of invoice. In some cases, such as if you are sending us a large volume of files, We may ask you to make an advance payment. Your rights to a refund on cancellation are set out in clause 20. We will invoice you for the balance of the Services on or any time after We have performed the Services.
- 12.4. If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 12.5. However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 12.4 will not apply for the period of the dispute.

13. UPLOADING CONTENT

- 13.1. Whenever you make use of a feature that allows you to upload content to our site, you must comply with the content standards set out in our Acceptable Use Policy, which can be found on our website at www.qmuli.com home page under the Terms & Conditions link.

13.2. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

13.3. Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but to be able to deliver your ad, you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in the next paragraph (Rights you licence).

13.4. We also have the right to disclose your identity to any third party who is claiming that any content uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

13.5. We will not be responsible, or liable to any third party, for the content or accuracy of any content uploaded by you or any other user of our site.

13.6. We have the right to refuse to deliver an ad via our site if, in our opinion, its content does not comply with the content standards set out in our Acceptable Use Policy, which can be found on our website at www.qmuli.com home page under the Terms & Conditions link.

14. RIGHTS YOU LICENCE

When you upload content to our site, you grant licences to Us and to the relevant

When you upload content to our site, you grant licences to Us and to the relevant publishers to be able to process your Order and deliver your advertisements in the way you require.

15. VIRUSES

- 15.1. We do not guarantee that our site will be secure or free from bugs or viruses.
- 15.2. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 15.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

16. LINKING TO OUR SITE

- 16.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 16.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 16.3. You must not establish a link to our site in any website that is not owned by you.
- 16.4. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 16.5. We reserve the right to withdraw linking permission without notice.
- 16.6. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy, which can be found on our website at www.qmuli.com home page under the Terms & Conditions link.

- 16.7. If you wish to make any use of content on our site other than that set out above, please contact support@qmuli.com.

17. THIRD PARTY LINKS AND RESOURCES IN OUR SITE

- 17.1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 17.2. We have no control over the contents of those sites or resources.

18. OUR LIABILITY TO YOU

- 18.1. If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 18.2. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- 18.3. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 18.4. Subject to clause 9.5, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:
 - (a) any loss of profits, sales, business, or revenue;

- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 18.5. Subject to clause 9.5, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price you have paid in respect of your Order.
- 18.6. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.
- 18.7. We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation.

19. EVENTS OUTSIDE OUR CONTROL

- 19.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

19.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, including failure of the internet; failure of any third party publisher's website or their software.

19.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

19.4. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 20. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 weeks in accordance with Our cancellation rights in clause 20.

20. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

20.1. You may cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 23.3 to your material disadvantage:

- (a) When you cancel the order you may incur some charges, dependent on at which stage the Order has progressed to at the point of cancellation. The three possible stages are as follows:
 - (i) After placing your Order, and prior to the Confirmation of Receipt of Order email being sent out;
 - (ii) After Confirmation of Receipt of Order and prior to your Approval Confirmation email being received;
 - (iii) Where an external Gatekeeper is mandated by the publisher after your

- (iii) Where an external Gatekeeper is mandated by the publisher, after your Approval Confirmation email is received and prior to Confirmation of Publisher Receipt email being sent out.

We will confirm your cancellation in writing to you together with confirmation of any charges incurred up to the point of cancellation.

- (b) If you cancel an Order under clause 20.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- (c) However, if you cancel an Order for Services under clause 20.1(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

20.2. Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within 5 days of you asking Us to in writing;

- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms under clause 23.3 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control.

21. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

21.1. If We have to cancel an Order for Services before the Services start:

- (a) We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control. We will promptly contact you if this happens.
- (b) If We have to cancel an Order under clause 21.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- (c) Where We have already started work on your Order for Services by the time We have to cancel under clause 21.1(a), We will not charge you anything and you will not have to make any payment to Us.

21.2. We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to as set out in clause 12.3. This does not affect Our right to charge you interest under clause 12.4; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within 5 days of Us asking you to in writing.

22. IF YOU ARE A BUSINESS CUSTOMER

22.1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use Our site to place Orders.

22.2. These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

22.3. You acknowledge that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

22.4. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

23. OUR RIGHT TO VARY THESE TERMS

- 23.1. We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 23.2. Every time you place an Order with Us, the Terms in force at the time of your order will apply to the contract between you and us.
- 23.3. We may revise these Terms from time to time to take account of changes in relevant laws and regulatory requirements and/or as We deem necessary.

24. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 24.1. We will use the personal information you provide to Us to:

- (a) provide the Services;
- (b) process your payment for such Services; and

- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

- 24.2. We will not give your personal data to any third party.

25. OTHER IMPORTANT TERMS

- 25.1. We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 25.2. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 25.3. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 25.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 25.5. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 25.6. These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

CONTACT US

Our customer service desk is open from 9.00am until 6.00pm in the UK, Monday to Friday, (excluding any day which is a public holiday in the UK) to respond to your queries concerning your Order or your use of Our site.

Customer support includes telephone support and email support. In the instance of telephone support, we reserve the right to limit the duration of calls to 10 minutes each to allow our staff to assist other users.

To contact us, please email support@qmuli.com or phone 0207 278 4009

Thank you for visiting our site.

