

These special terms and conditions (the “**Special Terms and Conditions**”) shall form part of the Experian Digital Marketing Services Agreement entered into by Experian and the Client.

## 1. DEFINITIONS

1.1. Capitalised words and expressions defined elsewhere in the Agreement shall, unless defined in these Special Terms and Conditions, bear the same meaning as set out in the Terms and Conditions.

1.2. The following definitions shall apply to the Agreement:

	<b>Meaning</b>
<b>Activity Data</b>	the data (i) collected by Experian in relation to the use of the Services; (ii) Platform Data or (iii) provided to Experian by the Client (including the performance and effect of advertising activities);
<b>Ad(s)</b>	the creative asset provided by the Client to Experian for deployment or transmission as part of the Services, including, but not limited to, any technology, any creative, text, rich media, interactive media, graphics, mobile, video and/or audio material or combination thereof, in any format, fonts, colours, positioning or any other information or materials provided by the Client and used by Experian under this Agreement. The Ads shall be considered part of the Client Materials;
<b>Addressable TV Platform</b>	means any platform by which the addressable TV Media Platform Provider makes its content available to viewers, including but not limited to satellite, cable, mobile phone, broadband and video on demand (VOD);
<b>Advertiser</b>	the party that either directly or through a third party (for example an agency) benefits from the Services;
<b>Anonymised Data</b>	the Platform Data and/or Activity Data anonymised by Experian;
<b>Audience</b>	the persons or market segment to whom the Advertiser’s Ad is targeted to, through the display of Ads on Media Platforms or any other location or medium;
<b>Audience Service</b>	the setting up of a target Audience by Experian as part of the Managed Service;
<b>BCAP Code</b>	the Broadcast Committee of Advertising Practice Code and accompanying guidance (as amended or superseded from time to time);
<b>Campaign(s)</b>	the Client’s promotional project that may include one or more Ads that the Client wishes to deploy to a target Audience within an agreed timeframe in accordance with the Media Booking Form;
<b>CAP Code</b>	the Committee of Advertising Practice Code and accompanying guidance (as amended or superseded from time to time) for non-

broadcast advertising, sales promotions and marketing communications;

<b>Clearcast</b>	Clearcast Limited or any superseding body;
<b>Client Products</b>	those products and services sold by, as applicable, the Client or its Permitted Users (only when the Permitted Users are the Advertisers or Advertiser Group Company Permitted Users) in respect of which the Services are provided;
<b>Cookies</b>	a text file, created by a website and stored in a Person's computer either temporarily for a browsing session or permanently on the hard disk;
<b>Copy Clearance Secretariat</b>	the body (currently Clearcast) which scrutinises the Ad against the applicable and BCAP Code following the submission of the Ad to ensure it is compliant;
<b>Destinations</b>	any property, content or site to which the Ads directs a Person (e.g. landing pages or confirmation pages);
<b>Experian Fees</b>	the fees payable by the Client to Experian in relation to the provision of the Services excluding media and other third party fees;
<b>Fees</b>	The fee payable by the Client to Experian, in relation to the provision of the Services, including the Experian Fees and any other third party fees (including media fees);
<b>FSMA</b>	Financial Services and Markets Act 2000 (as amended or superseded from time to time);
<b>Hashed Data</b>	the data described in Clause 4.1 below;
<b>Insights</b>	Information and/or metrics extrapolated from the available data including, but not limited to Activity Data, deriving from Experian provision of the services, or that may be otherwise available to Experian;
<b>Managed Services</b>	Experian's use of the Services to set-up social, programmatic, addressable TV and/or any other digital Campaigns on behalf of the Client as further described in the Service Description and pursuant to and in accordance with this Agreement and one or more Media Booking Forms;
<b>Media Booking Form</b>	A Client order, on Experian's standard format, for Managed Services instructing Experian to deploy a Campaign within specified parameters and limits for the promotion of the Client Products;
<b>Media Platforms</b>	any form of platform, including any service, web, desktop, Addressable TV Platform or mobile based technologies, ad exchanges and

applications, that facilitates, or is involved in, the deployment of Ads to Audiences either directly or through third parties;

<b>Media Platform Provider</b>	a provider of a Media Platform or provider of media or inventory;
<b>Media Platform Terms</b>	as specified in Clause 2.2 of these Special Terms and Conditions;
<b>Ofcom</b>	means the Office of Communications (or any superseding body);
<b>Person</b>	a member of the public or household to whom Ads can be displayed through a device, including but not limited to mobile phones, computers, TVs, laptops and tablets, which enables the display of Ads and/or a Destination;
<b>Platform Data</b>	the data or information that the Client authorises Experian to collect on the Client's behalf from the Media Platforms and use in the provision of the Services including data such as clicks, impressions, shares, engagement, target group sizes and custom audiences;
<b>Post Campaign Analysis</b>	the report provided by Experian analysing the performance of the Campaign on the Addressable TV Platform using Client Data and Platform Data;
<b>Service Description</b>	means the description of the Services as may be set out in the Schedule and/or the documents describing the Services as may be updated by Experian from time to time, the current version of which is available at <a href="http://www.experian.co.uk/marketing-services/ems-legal.html">http://www.experian.co.uk/marketing-services/ems-legal.html</a>

## 2. MEDIA PLATFORMS

- 2.1. Subject to clause 8.1, every Campaign and associated Ad will be deployed or transmitted through Media Platforms and are subject to the acceptance and approval by the relevant Media Platform Provider. The Media Platform Provider may cancel, suspend, reject, modify or remove Ads at any time and for any reason. The Media Platform Provider may also cancel or suspend its services at any time. Experian has no responsibility and has no liability for the Advertiser's Campaign or Ad approval or rejection, cancellation, suspension or removal by the Media Platform Provider of the Ads or for the cancellation or suspension of the Media Platform Provider's services and takes no responsibility and has no liability for the performance of the Client's Ads or Campaigns. The Client shall remain liable for any costs or fees incurred by Experian due to the rejection or removal of the Ad by the Media Platform Provider.
- 2.2. Experian may use multiple Media Platforms for the execution of the Services. Where Experian places the Client's advertising on a Media Platform on the Client's behalf as part of the Services, the Client acknowledges that in addition to the terms and conditions of this Agreement and the terms of any applicable Media Booking Form, the Client's Ads and Campaigns are subject to the Media Platform Provider's terms and conditions and policies, which may change from time to time and with which the Client must comply ("**Media Platform Terms**"). In addition, the Client must comply with all applicable laws, codes of practice (including the CAP Code in the UK and any equivalent advertising standards codes of practice in any other jurisdiction) or regulations, including any regulations in any country in which the Ads are displayed, placed or otherwise made available. In the event that the Media Platform

Terms require Experian to act as the Client's agent or Permitted User's agent and act on the Client's behalf or the Permitted User's behalf, the Client hereby expressly authorises Experian to act as agent on the Client's behalf or the Permitted User's behalf (as applicable) in whatever way Experian deems necessary and Experian shall enter into the Media Platform Terms with Media Platform Providers in order for Experian to provide the Services to the Client. The Client hereby agrees to authorise Experian to bind the Client and Permitted Users to the Media Platform Terms whether it is acting as the Client's agent (or Permitted User's agent) or not. The Media Platform Terms are mandated by the Media Platform Provider and Experian has no authority or ability to agree to any amendments. The Client accepts on behalf of itself and all Permitted Users the Media Platform Terms and shall comply with any and all obligations and responsibilities set out in the Media Platform Terms and be bound by the Media Platform Terms as if the Client or Permitted User had entered into an agreement with the Media Platform Provider and placed their Ads on the Media Platform themselves. The Client and Permitted User shall be jointly and severally liable to Experian for all losses, liabilities, damages, costs, charges, fines, demands and expenses incurred (including legal expenses reasonably and properly incurred) howsoever arising that are suffered or incurred by Experian and Experian shall not be liable to the Client in any way as a result of Experian acting as the Client's agent.

- 2.3. Prior to signing the Media Booking Form, the Client may request that Experian provide the Client with the Media Platform Terms relevant to the Campaign, noting that Experian may change the Media Platforms used at any stage during the duration of the Media Booking Form.
- 2.4. The Client acknowledges that Confidential Information may be transferred to Media Platforms and/or Media Platform Providers as part of the Services and therefore such Media Platform Providers shall be regarded as Experian's sub-contractors in accordance with clause 6.2.4 of the Terms and Conditions and therefore shall be entitled to receive Confidential Information. The Media Platform Provider may use and disclose data derived from Client's use of the Media Platforms. Notwithstanding anything to the contrary in this Agreement, Experian shall not be liable for any breach by a Media Platform Provider of clause 6 of the Terms and Conditions.
- 2.5. The Client acknowledges that the Media Platform Provider may, from time to time, request information from either Experian or the Client. The Client agrees to provide such information immediately to Experian or the Media Platform Provider (as applicable).
- 2.6. Notwithstanding clause 14.6 of the Terms and Conditions, the Media Platform Providers, including but not limited to, Facebook Inc. shall be third party beneficiaries to this Agreement.

### 3. ADS

- 3.1. The Client is responsible for any and all Ads and Client Materials provided to Experian. Experian shall not in any way be responsible for the Client Materials and Ads including but not limited to (i) the preparation, content, production or supply of copy for any Ad; (ii) any terms of use, privacy policies or other terms or conditions related to the Ads; (iii) the implementation or administration of any promotions, competitions or prize fulfilment or monitoring of social media; (iv) content generated by a third party, and its moderation or review. The Client is responsible for any acts or omissions of its employees, agents and permitted subcontractors, all of whom must comply with the terms of this Agreement.
- 3.2. Experian shall not be liable for the content on third party destinations or locations where the Ads appear and the Client is responsible for all such content.
- 3.3. All content related to the Ad shall be provided by the Client in accordance with the format requested by Experian. The Client warrants that all Client Materials, assets, concepts, specifications, information and instructions provided by it or its agents may be exploited pursuant to this Agreement and any associated Media Booking Form, including on the Internet, without violating any laws and without violating or infringing any third party's rights.
- 3.4. The Client warrants it will carry out its obligations under the Agreement with reasonable skill and care.
- 3.5. The Client warrants that the Ads and Client Materials are complete, up to date and correct.
- 3.6. The Client warrants that the use of the Services will not breach any law, code of practice (including the CAP Code in the UK and any equivalent advertising standards codes of practice in any other jurisdiction) or regulations, including any regulations in any country in which the Ads are displayed, placed or otherwise made available. The Client shall not advertise substances, services, products or materials which breach any such laws, codes or regulations.
- 3.7. In addition to the provisions of Clause 1.4.3 of the Terms and Conditions, the Client also warrants that its use of the Service will not infringe any intellectual property rights of any third party anywhere.
- 3.8. References to Client Data and Client Materials in this Agreement shall be deemed to include data and materials provided by any Permitted Users, if applicable.
- 3.9. The Client shall provide the Ad and all Client Materials to Experian within the timeframe set by the Media Platform Providers and communicated by Experian to the Client from time to time. Experian shall not be liable for any delay or failure to deliver the Ads by the Media Platforms or failure to deliver Ads to the expected targets, including any fees incurred, due to non-receipt of the complete Ad, any Client Materials and approvals within the Media Platform's timeframe. Experian reserves the right to invoice the Client in the event the Media Platform Provider charges Experian for the Ads (regardless if the Ads were delivered or not).
- 3.10. In relation to addressable TV, the Client shall ensure that any Ads will be cleared for transmission across the Addressable TV Platforms and the Media Platform Provider may transmit the

Ad across any or all available Addressable TV Platforms (whether on a simultaneous basis or any other basis) without Experian or the Media Platform Provider providing prior notice to the Client.

3.11. Experian cannot guarantee that the Ads are transmitted or deployed in the screen format and/or resolution that is delivered by the Client and the Client will remain liable for all charges hereunder notwithstanding if for any reason including technical error, breakdown or Force Majeure; the Ads are not transmitted or deployed in the intended format.

3.12. Experian makes no guarantee that a channel logo or identifier, or any interactive trigger, will not obscure text in an Ad, where that text is placed at the top of the screen.

#### **4. AUDIENCE SERVICE**

4.1. The Managed Service may include the building of target Audiences using Client Data, Experian Data and/or third party data. In the event Client Data is used, the Client Data is hashed before Experian uploads and pass such data to the Media Platform(s) to be used to create the Client's target Audience ("**Hashed Data**").

4.2. Client represents and warrants that the Client (a) has provided and will provide to Experian, all Client Data (including all Client Data provided by the Permitted User or any third party) in compliance with (i) applicable foreign and domestic federal, state and local laws and government rules and regulations (including any laws, directives or regulations relating to privacy, consumer protection, databases, data collection or data transfer) and (ii) the Client's privacy policies (b) has provided proper notice and secured proper consent for the collection and use of the Client Data in connection with this Agreement, and (c) has procured all rights and licenses, and has all power and authority, necessary to provide the Client Data to Experian, and grant the rights granted to Experian, without the additional consent of any third party and (d) no Client Data provided in connection with this Agreement utilizes or incorporates Facebook user or non-user status as an attribute, either explicitly or as a key signal.

4.3. The Client represents and warrants that the Client Data provided has been collected pursuant to the applicable legislation and regulation and does not relate to any data subject who has not consented to its data being used for targeted advertising or who has exercised an option to opt-out of targeted advertising that the Client has, directly or indirectly, committed to honouring.

4.4. Media Platform Providers may provide certain features and tools (e.g., pixels, SDKs and APIs) that the Client can add to the Client's website or mobile app to allow the Client to send data about actions that Persons take on the Client's website or mobile app ("**Event Data**") to the Media Platform Provider to track conversions ("**Conversion Tracking**"), to create custom audiences of Persons who have visited the Client's website ("**Custom Audiences from your Website**"), or to create custom audiences of Persons who have visited the Client's mobile app ("**Custom Audience from your Mobile App**"). Where necessary as part of the Audience Services, the Client agrees that Experian may accept Media Platform Terms and Conditions including but not limited to Facebook's terms and conditions (as set out at <https://www.facebook.com/customaudiences/app/tos/> or such other link as Facebook identifies from time to time) on the Client's behalf. For the avoidance of doubt, the Client confirms that the Client has provided robust and sufficiently prominent notice to and obtained the appropriate consent from the data subject whose data is being collected regarding the Event Data collected and used for targeted online advertising. Such notice must include, at a minimum:

4.4.1.If the Client use Conversion Tracking or Custom Audiences from your Website, a clear and prominent link from each webpage where pixels for such features are placed that links to the section of the Client’s privacy policy that clearly explains that (a) third parties may use cookies, web beacons, and similar technologies to collect, receive, share or use information from the Client’s website and elsewhere on the internet and use that information to provide measurement services and target ads, (b) how a data subject can opt-out of the collection and use of information for ad targeting, and (c) where a data subject can access a mechanism for exercising such choice (e.g., providing a link to [www.aboutads.info/choices](http://www.aboutads.info/choices)).

4.4.2.If the Client uses Custom Audiences from your Mobile App, a clear and prominent link that is easily accessible inside the Client’s app settings or any privacy policy and from within any store or website where the Client’s app is distributed that links to the section of the Client’s privacy policy that clearly explains (a) that third parties may collect or receive information from the Client’s app and other apps and use that information to provide measurement services and targeted ads, and (b) how and where data subjects can opt-out of the collection and use of information for ad targeting.

## **5. PAYMENT**

5.1. Use of the Services is subject to credit checks. If the credit checks are carried out after the Commencement Date, Experian will consider the results of the credit checks in line with its internal policies and, upon reasonable written notice to the Client via email or otherwise in accordance with this Agreement, may amend the agreed payment terms, and may require for the Client to pay a deposit or pay the Fees in advance and/or direct debit arrangements. Without limiting Experian’s other rights under these Terms and Conditions, Experian may suspend the provision of the Services upon reasonable written notice to the Client during any period in which payment of all or any part of the Fees are overdue and/or pending mutual written agreement to the revised payment terms and/or receipt of any required deposit or Fees and/or set up of direct debit arrangements. The Client will not be entitled to any refund for any Fees attributable to the period during which the Services are suspended in accordance with this Clause.

5.2. Any services requested by the Client and provided by Experian, which exceed the scope and/or frequency in the Service Description, may be chargeable by Experian and invoiced in accordance with the terms of the Agreement.

## **6. COMPLIANCE AND AUDIT**

6.1. The Client will comply with the industry standards including, but not limited to (and to the extent applicable), the IAB Europe EU Framework for Online Behavioural Advertising, the Network Advertising Initiative’s (NAI) Code of Conduct, the Digital Advertising Alliance’s (DAA) Self-Regulatory Principles, the DAA Guidelines and the FTC Self-Regulatory Principles for online behavioural advertising and similar initiatives and principles as well as maintain a full membership in good standing with the European Interactive Digital Advertising Alliance.

6.2. In the event the Services include addressable TV Managed Services, the Client shall ensure that the Ads comply with all applicable laws and provisions of the BCAP Code; Ofcom Codes; the Clearcast Notes of Guidance for Television Advertising; and the Copy Clearance Secretariat notes of guidance and copy clearance bulletins in force at the time of transmission and in addition:

- 6.2.1. scripts and/or storyboards, along with consignment notes for all spot Ads must be submitted in advance to the Copy Clearance Secretariat for provisional approval before transmission;
- 6.2.2. all finished clocked Ad must be submitted to the Copy Clearance Secretariat for approval before transmission; and
- 6.2.3. the Ad provided to the Media Platform for transmission must be the same Ad (and with the same clock number) as the Ad approved by the Copy Clearance Secretariat.
- 6.3. Approval by the Copy Clearance Secretariat of any Ad and/or compliance with the terms set out in this Agreement shall not in any way prejudice the Media Platform's right to reject any Ad.
- 6.4. Experian shall not be liable for any addition to, changes in or deletions from any Ads required by Ofcom or delays resulting therefrom.
- 6.5. The Client warrants that any Ad pursuant to the Agreement either:
- (a) does not constitute a financial promotion within the meaning of the FSMA or other applicable law; or
  - (b) has been approved by an 'authorised person' within the meaning of the FSMA or is otherwise permitted under FSMA or an exemption order thereto and the Client has expressly notified Experian in writing of this.
- 6.6. In connection with the Services, the Client shall not, and shall ensure that no third party shall, utilise any technology that creates any kind of persistent identification object/element that will bypass a user's browser preferences and settings that were affirmatively set by the user or restores deleted cookies (e.g., flash cookies).
- 6.7. The Client shall comply, and ensure that the Advertiser (when the Client is not the Advertiser) shall comply, with the export laws and regulations of the United States and trade controls of other applicable countries, including without limitation the Export Administration Regulations of the U.S Department of Commerce, Bureau of Industry and Security and the embargo and trade sanction programs administered by the U.S. Department of Treasury, Office of Foreign Assets Control.
- 6.8. In the event the Media Platform Terms and Conditions prohibit or restrict access to Experian's Media Platform account or to sharing of information, data or reports with any third party including the Client, the Client's audit rights in Clause 5.2 of the Terms and Conditions will be subject to those restrictions.

## **7. LICENCE AND USE**

- 7.1. Clause 17.1 of the Terms and Conditions is deleted and replaced with the following:

*17.1 The Client grants Experian a worldwide, irrevocable, non-exclusive, sub-licensable, transferable, fully paid-up, and royalty-free licence to:*

*17.1.1 Use, store, display, reproduce, modify, create derivative works, perform and distribute the Client Materials for the performance of this Agreement;*

*17.1.2 anonymise and aggregate where applicable the Activity Data during the term of the Agreement, and for a reasonable period of not less than six weeks thereafter, to produce Anonymised Data and to create Insights; and*



- 17.1.3 *perpetually use and analyse the Anonymised Data for the purposes of*
- (i) *Experian’s business intelligence (including enhancing the applicable features and functionality of the Services); and/or*
  - (ii) *Experian’s marketing and sales collateral including the Insights.*
- 17.1.4 *Provide the Media Platform Providers its affiliates and any partners, with the right to use the Ad or Client Materials in any way in any promotional or advertising campaign related to the Media Platform Provider’s services.*

7.2. Experian shall be the exclusive owner of the Insights and the Anonymised Data. The Insights and Anonymised Data shall be anonymised and shall not include Client Data.

7.3. The Services may use Cookies to track advertising effectiveness and/or to identify unique website users. This will involve Media Platform Cookies, Experian domain Cookies or Client domain Cookies. The Client shall be responsible for:

- (i) the placement of a tag or pixel, provided by Experian, on the Destination or any relevant website or location to collect the Cookie data and feedback to Experian and/or the Media Platform. The Client will not alter any Ad tags to pass information to the Media Platform Provider that the Media Platform Provider could use or recognise as personally identifiable information;
- (ii) providing notice relating to such Cookies to the user of the web browsers and obtain lawful consent from the user for the use of such Cookies including as may be required by the DPA and/or the Privacy and Electronic Communications Regulations 2003 (as amended) or any other applicable legislation.

7.4. The Client undertakes that it will use the Services in accordance with the Media Platform Provider’s policies, which may change from time to time and the Client also undertakes that it will not use the Services for any immoral or unlawful purposes or to distribute any Ads, Client Materials or other Client Data or promote any Client Products or Destinations which contain any of the following:

- 7.4.1. unlawful, immoral, violent, threatening, harmful, abusive, libellous, harassing, blasphemous, defamatory, obscene, pornographic, profane, or otherwise objectionable information, including without limitation any transmission constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, federal or international law or regulation;
- 7.4.2. misleading or deceptive information or any misrepresentation with respect to products or services offered by the Client;
- 7.4.3. chain letters, illegal pyramid, or “Ponzi” type schemes;
- 7.4.4. information, audio, video, graphics, software, or other works in violation of any third party’s copyright, trademark or any other intellectual property rights;
- 7.4.5. deceptive information which would imply endorsement, affiliation, or sponsorship with any entity or person other than the Client without the written consent of such entity or person;
- 7.4.6. viruses, trojan horse, worm, timebomb, malware, spyware or other similar harmful or malicious programming routine. Any breaches of this clause must be notified to Experian upon Client becoming aware of any such breach.

7.5. Without prejudice to any other right or remedy of Experian, Experian shall be entitled (without liability or obligation) to, upon written notice to the Client, to immediately suspend the whole or part of the Services (i.e. a Campaign) prior to or during the Services if:

- 7.5.1. Experian
  - 7.5.2. has reasonable grounds for believing that the Client is causing detriment to Experian or is using the Services other than as permitted by this Agreement, including but not limited to, where any Ad is inconsistent with the Client's obligations set out in Clause 6.4 of these Special Terms and Conditions;
  - 7.5.3. Experian receives notification from any Media Platform Providers that the Ads are rejected or removed or the Media Platform is not available; or
  - 7.5.4. Experian receives notification from any Media Platform Providers that the Media Platform Terms and/or policies have been breached or where Experian believes or has grounds for believing that the Media Platform Terms and/or policies have been breached.
- 7.6. Any suspension shall continue until such time as the Client (as appropriate in the circumstances)
- 7.6.1. desists from causing harm to Experian or desists from using the Services other than as permitted by this Agreement;
  - 7.6.2. provides Experian with suitably modified Ad;
  - 7.6.3. the Media Platform Provider advises that the Ads can be served or the Media Platform has become available; and/or
  - 7.6.4. the Client is in compliance with the Media Platform Terms and/or these Special Terms and Conditions.
- 7.7. Where the Permitted User is an Advertiser or an Advertiser Group Company Permitted User, the Client represents and warrants that the Client (i) is the Advertiser's authorised agent in the performance of this Agreement (ii) the Client has or shall enter into a written agreement with the Advertiser that incorporates the terms and conditions contained in this Agreement that has Experian and any Media Platform Providers as a third party beneficiaries; and (iii) is authorised to represent and bind the Advertiser or an Advertiser Group Company Permitted User to the terms of this Agreement.
- 7.8. Experian shall be the exclusive owner of the Post Campaign Analysis and may share and disclose the Post Campaign Analysis with the Media Platform Provider and obtain their approval prior to providing the Post Campaign Analysis to the Client. The Client acknowledges that Experian will provide the Media Platform Provider with a perpetual non-exclusive licence to use the Post Campaign Analysis for its internal business purposes.
- 7.9. The Client must keep the Post Campaign Analysis confidential (subject only to its Permitted Users) and must only use the Post Campaign Analysis for its internal business purposes only. The Client shall not sell, assign, licence, or otherwise provide or allow the provision of such Post Campaign Analysis to any third party without the prior written consent of Experian or the Media Platform Provider.
- 7.10. Neither Experian nor the Media Platform Provider accept any liability in respect of the Post Campaign Analysis.

## **8. TERMINATIONS, CANCELATIONS AND AMENDMENTS**

- 8.1. The Services described in a Media Booking Form may be cancelled by the Client through the provision of a written cancellation notice to Experian (by email to the Experian contact set out in the Schedule (as updated from time to time) or in accordance with Clause 13.1 of the Terms and Conditions):

- (i) Within two business days of the Media Booking Form being signed, whereupon Experian shall be entitled to charge the Client any third party fees which have already been incurred and 25% of the total Experian Fees set out in the Media Booking Form; and
- (ii) After two business days of the Media Booking Form being signed, whereupon Experian shall be entitled to charge the Client 100% of the Experian Fees and all third party fees which have already been incurred.

8.2. Notwithstanding any other term in the Agreement, Experian may terminate this Agreement or one or more ongoing Media Booking Forms immediately by providing written notice (email shall suffice) to the Client.

8.3. In the event Experian terminates the Agreement or one or more ongoing Media Booking Forms in accordance with Clause 2.1 or Clause 8.2 above, Experian shall only charge the Client for any third party fees which have already been incurred by Experian.

## **9. LIABILITIES AND INDEMNITIES**

9.1. In addition to the indemnity set out in clause 21.2 of the Terms and Conditions, the Client shall fully indemnify Experian and its directors, officers, employees and agents against any and all losses, liabilities, damages, costs, charges, fines, demands and expenses incurred (including legal expenses reasonably and properly incurred) howsoever arising that are suffered or incurred by Experian.

9.2. Notwithstanding the provisions of Clause 8.5 of the Terms and Conditions, the Client shall not exclude liability and therefore will be liable for any indirect, consequential, financial loss, anticipated or incidental losses or any other types of loss that Experian suffers or incurs under this Agreement, including but not limited to, in respect of the indemnity provided under clause 9.1 above.

9.3. The indemnity in clause 9.1 shall apply whether or not Experian has been negligent or at fault.

9.4. The limits on liability set out in Clause 9.2 and 9.3 of the Terms and Conditions shall not apply in respect of the indemnity provided to Experian by the Client as set out in Clause 9.1 above of these Special Terms and Conditions and therefore the indemnity under clause 9.1 shall be unlimited.

9.5. Notwithstanding anything to the contrary, Experian shall have no liability to the Client arising out of Experian acting as agent and on behalf of the Client per clause 2.2 above.

9.6. For the purpose of Clause 8.3 of the Terms and Conditions, the Initial Contract Value and the fees arising in any subsequent Contract Year shall be limited to the Experian Fees.

9.7. The Client shall be prohibited from bringing a claim against a Media Platform Provider in connection to the Services contained in this Agreement. If the Client or Permitted User brings any claim against the Media Platform Provider in connection with the subject matter of this Agreement, the Client shall reimburse Experian in full for any amounts which Experian is obliged to pay to the Media Platform Provider(s) in connection with such claim, and for any associated legal expenses reasonably and properly incurred by Experian.

## **10. MISCELLANEOUS**

- 10.1. Where Experian Data is used as part of the Audience Service, the Client agrees to comply with the Special Terms and Conditions related to ConsumerView (in the event Experian is creating an Audience on behalf of the Client for prospecting) and the third party Census Data terms located on <http://www.experian.co.uk/marketing-services/ems-legal.html>.
- 10.2. The number of Persons who viewed the Ad or subsequent click or open rates shall be determined by the Media Platform Provider in accordance with their own measurements. In the event of a discrepancy between the Media Platform's measurements and the Client's or any third party's measurements, the Media Platform Provider's measurements shall prevail.
- 10.3. Except as expressly and specifically provided in this Agreement, the Client assumes sole responsibility for results obtained from the use of the Services and for conclusions drawn from such use and nothing in the Agreement should be deemed a guarantee of the volume of fans, leads, clicks, advertising impressions or any other form of acquisition that will be generated for the Client.
- 10.4. The terms of the Agreement, including these Special Terms and Conditions, shall apply to all orders or requests made by the Client that relate to the Services or the placement of Ads, irrespective as to whether or not express reference to the Agreement is referenced.
- 10.5. The Client agrees that Experian may reference the Client (including any trade name, trademark, service mark and logo) and any Ad displayed under the terms of this Agreement on Experian's marketing materials, sales presentations and client lists.
- 10.6. The Client may not make any public statement regarding this Agreement.