

STANDARD TERMS AND CONDITIONS FOR ADVERTISERS ON BABYWORLD

1. DEFINITIONS

In this Agreement, including the Schedules, the following words and phrases shall have the following meanings:

"Advertising Impression"	the action (recordable by a website operator) by which an End User accesses, views or calls up each page or screen contained under or within a Promotional Placement in each case when such page or screen is so accessed, viewed or called up through such Promotional Placement;	2. PROMOTION SERVICES	
"Affiliate"	any Holding or Subsidiary Company of babyworld and any Subsidiary Company of any such Holding Company as the context may require;	2.1	In return for payment of the Fee, babyworld agrees to:
"Advertiser"	the Agency's client who wishes to promote their products and/or services via the Service;	2.1.1	include the Promotional Placements within the areas of the Service as specified on the Advertising Order Form with effect from the Campaign Start Date until either the target number of Advertising Impressions, shown on the Advertising Order Form, have been delivered or the Campaign End Date is reached (as may be agreed between the parties). You acknowledge that in providing these services, babyworld's sole obligation is to include the Promotional Placement within the areas of the Service specified within the Advertising Order Form;
"Advertising Order Form"	the document overleaf containing the principal terms of the services to be provided by babyworld concerning the Promotional Placements;	2.1.2	provide campaign related information and such reasonable guidance as babyworld may in its absolute discretion deem appropriate concerning the conduct of the campaign;
"Agency"	the advertising agency which may act for Advertisers from time to time in respect of securing Promotional Placements;	2.1.3	issue you with a user ID and password to enable you to assess and monitor of the progress of your company using babyworld's tracking management service;
"Agreement"	these terms and conditions and the Advertising Order Form;	2.2	You acknowledge that no guarantee is given by babyworld as to click-through rates or sales generated from Advertising Impressions delivered via the Service;
"Brand Features"	all trade marks, service marks, logos and other brand features belonging to you and which are used in conjunction with the promotion of your services;	2.3	babyworld reserves the right to refuse to include any Promotional Placement or assist with any promotional campaign that relates to any of the restricted categories detailed in babyworld's promotional guidelines as varied from time to time;
"Cookie"	a packet or piece of data or other information sent by a web server to a web browser, to be stored on the web browser and sent back to the web server each time the web browser makes additional requests from the web server;	2.4	In providing the services; babyworld shall be under no obligation to provide technical or design services to you. babyworld does however agree to provide (in so far as it is able) general assistance with queries based on its own personal experiences. In so doing, you acknowledge that babyworld shall incur no liability for any loss or damage you may suffer as a result of your acting on such information.
"Customer Data"	all information volunteered by End Users in relation to any goods and/or services offered by you at your Website and accessed by End Users via a Promotional Placement from which the End Users of the Service may be identified;	2.5	babyworld does not guarantee the time, dates or positions agreed for publication of the Promotional Placements will be met, but if a booked Promotional Placement is not published at all, due to the fault of babyworld, babyworld will endeavour to supply an alternative publication date. If you choose not to accept this alternative date, your original booking shall be deemed to be cancelled and babyworld shall refund to you the Fee already paid in respect of such cancelled Promotional Placement in which event you acknowledge and agree that this shall be your sole remedy and that without limitation you shall have no claim for damages, expenses or other costs against babyworld in respect of such non-publication.
"End User Data"	user information collected from or generated by End Users from which End Users can be identified;	2.6	You agree to:
"End Users"	any person who accesses the Service;	2.6.1	submit for babyworld's approval all Promotional Placement related materials (together with any amendments to them). Promotional Placements that are not approved by babyworld will not be included in the Service;
"Fee"	the sum specified in the Advertising Order Form;	2.6.2	review and update your promotions/advertising campaign and Website so that nothing contained within the Promotional Placements or your Website will adversely affect, prejudice, be detrimental to, or otherwise bring babyworld into disrepute;
"Babyworld"	means babyworld.com Ltd, whose registered office is at Willowbank House, Station Road, Marlow, Bucks, SL7 1NX and which sells Promotional Placements on behalf of an Agency or Advertiser;	2.6.3	submit by email to advertising@babyworld.co.uk at least 7 working days before the Campaign Start Date all Promotional Placements related materials for inclusion within the Service and comply with such technical requirements as may be advised to you by babyworld from time to time. babyworld shall incur no liability for the delayed inclusion of the Promotional Placements where you fail to observe the terms of this clause;
"Holding Company" and "Company"	have the meanings ascribed to them by Sections 736 "Subsidiary" and 736A of the Companies Act 1985;	2.6.4	limit creative changes to one change only in the first 4 weeks of the campaign and once per week thereafter; and
"Intellectual Property Rights"	all proprietary rights, including all copyright, database rights, patents, trade marks, service marks, trade names, registered designs and design rights and other rights of a like nature, (howsoever arising and in whatever media), whether registered or not or capable of registration anywhere in the world, and all applications for the protection or registration of those rights including all renewals and extensions;	2.6.5	refrain from sending (whether directly or indirectly) a Cookie to any web browser of an End User irrespective of whether the browser has been enabled by the End User to receive Cookies.
"Promotional Placements"	the advertising, promotional, sponsorship or similar placements (delivered in the form of Media Units as defined on the Advertising Order Form) included by babyworld within the Service from which End Users may click-through to your Website;	2.7	babyworld shall have the right to re-design, modify and adjust the Service and shall endeavor (in so far as it is able) to replace the Promotional Placements in a position, which is comparatively similar to their original position before the modifications were undertaken. babyworld shall incur no liability or obligation to you in these circumstances but you shall remain liable to babyworld for any sums due to babyworld under this Agreement in respect of the inclusion of the Promotional Placements in the Service.
"Service"	the network of websites owned and/or operated by babyworld and located at http://www.babyworld.co.uk or any additional or subsequent URL's which may replace them;	2.8	In the event that a suitable position cannot be agreed between us in relation to Clause 2.7, you shall be entitled to terminate this Agreement forthwith and babyworld shall refund any balance of fees paid in advance on a prorata basis to the period of the campaign or the number of Advertising Impressions served prior to termination.
"Traffic Data"	information relating to End Users from which those End Users cannot be identified;	2.9	Delivery to babyworld of the Promotional Placements does not constitute babyworld's acceptance or approval of them or its agreement to include them in the Service. babyworld reserves the right but does not undertake to review the Promotional Placements. Any review of or approval by babyworld shall not be deemed to constitute an acceptance by babyworld that the Promotional Placements provided accord with all applicable laws and/or regulations or these terms and conditions nor shall it constitute a waiver of any of babyworld's rights under this Agreement. babyworld reserves the right at any time and at its sole discretion to:
"Campaign End Date"	the date specified in the Advertising Order Form;	2.8.1	reject and/or cancel any request to include the Promotional Placements in the Service; or
"Campaign Start Date"	the date specified in the Advertising Order Form;	2.8.2	remove the Promotional Placements from the Service;
"Undelivered Advertising Impressions"	Advertising Impressions which have not been generated through the Service by the Campaign End Date;		in each case without incurring any liability or obligation to you.
"Website"	the website owned and operated by you and which is located at the URL shown in the Advertising Order Form or any subsequent URL which may replace it;	2.9	If babyworld elects not to publish the Promotional Placement, babyworld shall notify you that this is the case and you must supply alternative copy at your own cost as soon as possible and in any event no later than 3 clear working days prior to the intended date of publication. You shall remain liable to pay in full for any advertising space booked irrespective of whether or not such alternative copy has been supplied to or accepted by babyworld, within the time frame specified above.
		2.10	babyworld reserves the right to terminate this Agreement and/or remove the Promotional Placements (as the case may be) where in babyworld's judgement to continue to include the Promotional Placement would adversely affect, prejudice, be detrimental to or otherwise bring into disrepute the Service, babyworld or its Affiliates.

2.11 Notwithstanding anything to the contrary elsewhere in this Agreement, babyworld reserves the right in its absolute discretion to do any act or thing in respect of the inclusion of any Promotional Placements (or part) including without limitation the editing or cutting of any Promotional Placements which babyworld at its sole discretion considers to contain unsuitable material. In these circumstances, babyworld shall incur no liability or obligation to you but you shall remain liable to babyworld for the Fee payable under this Agreement for such Promotional Placements.

2.12 babyworld shall not be held responsible for any addition to, changes in, deletions from or withdrawal of any Promotional Placements as may be required by any competent authority having jurisdiction over or responsibility for the regulation of electronic and on-line advertising on the Service.

2.13 Unless specifically agreed to the contrary in the Advertising Order Form:

2.13.1 babyworld shall be free to include within the Service advertising for similar or competing products and services in proximity to your Promotional Placements; and

2.13.2 the Advertising Order Form and this Agreement are non-cancellable by you.

3. GRANT OF LICENCES

3.1 You hereby grant to babyworld a non-exclusive, royalty free, worldwide fully-paid license to use, reproduce, display and transmit your Brand Features within the Promotional Placements.

4. PAYMENT

4.1 Babyworld reserves the right at anytime to request a deposit in advance in consideration of performance of the services.

4.2 You will be invoiced for the Fee by babyworld or babyworld's appointed agent either:

4.2.1 when all Advertising Impressions have been delivered pursuant to the Advertiser Order Form; or

4.2.2 following the end of each calendar month for the Advertising Impressions delivered during that month.

4.3 Payment shall be made to babyworld (or its appointed agent) within 14 days' of the date of the invoice. All payments due to babyworld (or its appointed agent) shall be made in pounds sterling and shall be exclusive of any applicable VAT which shall be payable by you.

4.4 Babyworld reserves the right to refuse to accept the Insertion Order Form in the event that there are any outstanding amounts due to babyworld from you.

4.5 In the event that babyworld fails to meet the target advertising Impressions specified on the Insertion Order Form and has Undelivered Advertising Impressions, babyworld shall either (i) agree with you other dates to deliver Promotional Placements to clear any Undelivered Advertising Impressions; or (ii) reimburse any Fees paid by you for Advertising Impressions in excess of those actually generated during the campaign or subsequent efforts to clear the same.

4.6 Any amounts which remain outstanding after the due date shall bear interest at the rate of 4% per annum above the base lending rate of Barclays Bank PLC from time to time from the due date until the date of actual payment whether before or after judgment.

4.7 Should you fail to make payment by the due date, you will be responsible for all expenses (including legal fees) incurred by babyworld or its appointed agents in collecting such sums.

5. OWNERSHIP

5.1 All End User Data shall be owned by babyworld.

5.2 All Traffic Data shall be jointly owned between you and babyworld.

5.3 All Customer Data shall be owned by you.

5.4 You hereby undertake not to use, or authorise any third party to use the Customer Data in order to send (whether via e-mail or otherwise) End Users information about products and or services relating to babyworld's competitors.

6. WARRANTIES AND INDEMNITIES

6.1 Each party to this Agreement warrants and represents to the other party that it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder.

6.2 You represent and warrant to babyworld that:

6.2.1 you have sufficient rights in the Brand Features and the materials relating to the Promotional Placements for you to be able to grant to babyworld the right to use them for the purpose of including the Promotional Placements within the Service in accordance with the terms of this Agreement;

6.2.2 you and your Website fully comply with, and shall continue to fully comply with, all applicable data protection legislation together with any similar or subsequent legislation as the same may be subsequently re-enacted or amended;

6.2.3 that the Promotional Placements do not constitute investment advertising within the meaning of the Financial Services Act 1986.

6.3 Each party (the "First Party") will fully indemnify and keep fully indemnified the other (the "Second Party") (and its employees, directors and agents) forthwith on demand against any liability, damage, expense, claim or cost suffered by the Second Party as a result of any breach by the First Party of the warranties and indemnities set out in this Clause 6.

6.4 You will defend or settle at your own expense any action or other proceedings brought against babyworld that the inclusion of the materials relating to the Promotional Placements within the Service or use by babyworld of the Brand Features in accordance with the terms of this Agreement infringes any third party's Intellectual Property Rights. babyworld shall notify you promptly of any such claim and shall permit you to assume and control the defence of such action with counsel chosen by you, who shall be reasonably acceptable to babyworld, and shall not enter into any settlement or compromise of any such claim without your prior written consent. You shall pay any and all proper costs, damages and expenses (including but not limited to reasonable legal fees and costs) awarded against or incurred by babyworld in any such action or proceedings.

7. TERM AND TERMINATION

7.1 Subject to Clause 2.10 and 4.4, this Agreement shall commence on the Campaign Start Date and end on either the delivery of the agreed number of Advertising Impressions or on the Campaign End Date (as agreed between the parties) unless terminated earlier by either party in accordance with the provisions of this Clause 7 or the circumstances set out in Clause 14 shall apply (the "Term").

7.2 Either party shall be entitled to terminate this Agreement forthwith on written notice to the other in the event that:

7.2.1 the other commits a material breach of the terms of this Agreement which (being a breach that is capable of remedy) is not remedied within 7 days' of receipt of a notice issued by the party not in breach to do so; and/or

7.2.3 the other shall cease to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or shall pass a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity shall assume all of the liabilities of it) or a court of competent jurisdiction shall make an administration order or liquidation order or similar order, or shall enter into any voluntary arrangement with its creditors, or shall be unable to pay its debts as they fall due.

8. CONSEQUENCES OF TERMINATION

8.1 In the event of the termination of this Agreement:

8.1.1 Babyworld shall remove the Promotional Placements and all licences granted to it in respect of the Brand Features shall forthwith cease; and

8.1.2 you shall settle all outstanding sums (if any) due to babyworld within 14 days' of the date of termination of this Agreement.

8.2 If this Agreement is terminated by you as a result of any breach by babyworld of its obligations then babyworld shall refund to you on a pro-rata basis all outstanding sums (if any) due from babyworld to you in accordance with the term of this Agreement.

8.3 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.4 Clauses 1, 6.3, 6.4, 8, 9, 10, and 15 shall survive expiry on termination of this Agreement.

9. LIMITATIONS OF LIABILITY

9.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees.

9.2 Subject to Clause 9.3, the liability of either party in contract, tort, negligence, pre-contract or other representations or otherwise arising out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement, and every applicable part of it shall be limited in aggregate to the sum of £100,000 or the total sums received by babyworld from you under this Agreement (whichever is the greater) in each calendar year of this Agreement.

9.3 Neither party shall be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with this Agreement for: (i) any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); (ii) any loss of goodwill or reputation; or (iii) any special, indirect or consequential losses in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by that party arising out of or in connection with the provisions of any matter under this Agreement.

9.4 Babyworld shall incur no liability to you either (a) as a result of your failure to deliver the Promotional Placements and related materials on time as required by this Agreement or (b) as a result of our inability to deliver all Advertising Impressions requested on the Advertising Order Form.

9.4 Except as set out in this Agreement, each party excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating the Service, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

9.5 Each provision of this Clause 9 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

10. CONFIDENTIALITY

10.1 During the Term and thereafter, both parties agree with each other to keep all information that they obtain about the other concerning the business, finances, technology and affairs of the other, and in particular but not limited to the Service and regardless of its nature ("Confidential Information"), strictly confidential.

10.2 The provisions of this Clause 10 shall cease to apply to: (i) information that has come into the public domain other than by breach of this Clause or any other duty of confidence; and (ii) information that is obtained from a third party without breach of this Clause or any other duty of confidence; and (iii) information that is known by either party as at the Effective Date (and can be shown from that party's written records), in connection with the other party, and which has been disclosed to either party by a third party, other than by you or babyworld or a contractor of either of us and not in breach of any duty of confidence; and (iv) information that is trivial or obvious; and (v) information that is required to be disclosed by law or court of competent jurisdiction.

11. PUBLICITY

11.1 Unless required by law or by The Stock Exchange or NASDAQ or any other stock exchange, neither party shall issue by any medium any public announcement, whether written or otherwise, in relation to the subject matter of this Agreement except with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

11.2 Notwithstanding Clause 11.1, babyworld shall be free to issue advertisements referring to the existence of the contract between you and babyworld in such reasonable publications as babyworld shall in its absolute discretion determine.

12. NOTICES

Any notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly served if hand delivered or sent by facsimile (with the original to be forwarded by first class post on the same day as the facsimile was sent) or by first class registered post or recorded delivery post within the United Kingdom and outside the United Kingdom by registered airmail post correctly addressed in the case of notices addressed to you, marked for the attention of the Company Secretary and in the case of babyworld to the Company Secretary at the addresses specified in this Agreement or at such other address as either party may designate from time to time in accordance with this Clause 12.

13. ASSIGNMENT

13.1 Babyworld may assign the benefit and/or burden of this Agreement in whole or in part to any party.

13.2 You shall be entitled to assign the benefit and/or the burden of this Agreement in whole or in part to a third party with the prior consent of babyworld.

14. FORCE MAJEURE

Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control. In particular babyworld shall incur no liability for failure to deliver the target number of Advertising Impressions where such failure is as a result of circumstances beyond its reasonable control.

15. LAW AND JURISDICTION

These terms shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

16. VARIATION

Babyworld shall be entitled at any time to vary any or all of terms and conditions within this Agreement on giving you 14 days notice in writing. In the event that you do not wish to accept with the revised terms and

conditions, subject to Clause 8.1.2 you may terminate this Agreement on 7 days notice in writing, such notice to be received by prior to the proposed commencement of the revised terms and conditions.