

CONDITIONS FOR ACCEPTANCE OF ADVERTISING

1 DEFINITIONS

- 1.1 **Advertising** includes, but is not limited to, a loose or bound-in insert, an advertorial, Native Advertising/Sponsored Content, Video, Whitepaper, Webinar, Job Posting, CV Credits, Event Package and/or advertising on a Website, as described in the Confirmation or the Confirmed Online Order (as appropriate).
- 1.2 **Advertiser** means the person, firm, institution, organisation or corporation named in the Confirmation or the Confirmed Online Order (as appropriate).
- 1.3 **Authorised Signatory** means the individuals designated as such by IOPP which, unless otherwise notified to the Advertiser in Writing, shall be directors of IOPP.
- 1.4 **Booking Deadline** means, for the IOPP Publication, the last date on which IOPP will accept a Confirmed Booking for that particular edition.
- 1.5 **Confirmation** means the email sent by IOPP to the Advertiser containing the offer of Advertising and the email sent back to IOPP by the Advertiser as acceptance of that offer, in accordance with condition 2.7 and applies to Offline Orders only;
- 1.6 **Confirmed Online Order** means the Advertiser's Online Order in the form accepted by IOPP in accordance with condition 2.8, and applies to Online Orders only.
- 1.7 **Confirmed Booking** means an order for Advertising which shall be evidenced by the Confirmation.
- 1.8 **Conditions** means these terms and conditions and any changes agreed in Writing by an Authorised Signatory.
- 1.9 **Contract** means a legally binding agreement for the Publication of Advertising (including, but not limited to, a Series) in the IOPP Publication, consisting of these Conditions, the Confirmation or Confirmed Online Order (as appropriate) and/or the DPA (where applicable) and the information about the Advertising in the Confirmation or the Confirmed Online Order (as appropriate) and the relevant Information Form.
- 1.10 **Copy** means the style and form in which the Advertising will appear in the IOPP Publication, as determined by the Contract.
- 1.11 **Copy Change** means a change to the content of Advertising, including, but not limited to, to its size, shape or colour or, if having been ordered in colour, it is to appear in monochrome.
- 1.12 **Copy Deadline** means, for the IOPP Publication, the last date on which IOPP will receive Copy.
- 1.13 **CV Credits** means credits to search profiles and CVs on a Job Board as part of an overall package of benefits in relation to an event as described in the Confirmation and the Event Information Form.
- 1.14 **Data Scraping** means, where included in the Confirmation, automated retrieval of data (being jobs, course or other data as appropriate) provided by IOPP's supplier for utilisation in IOPP's Job Board websites which may form part of Job Postings.
- 1.15 **DPA** means IOPP's Data Processing Agreement relating to Job Postings which IOPP makes available on request or may provide to the Advertiser with the Confirmation.
- 1.16 **Event Information Form** shall mean the details of the event in relation to which the Advertiser has purchased CV Credits as set out in the form provided by IOPP for completion by the Advertiser.
- 1.17 **Information Form** means, as applicable, the Native Advertising/Sponsored Content/Video Information Form, the Event Information Form, the Webinar Information Form or the Whitepaper Information Form.
- 1.18 **Instructions** means any written checklist of material required by IOPP, together with instructions to be followed by the Advertiser regarding technical and other matters to enable it to benefit from the Advertising.
- 1.19 **IOPP** means IOP Publishing Limited, any company in its group and all its trading and brand names.
- 1.20 **IOPP Publication** means a Website or a publication, whether in printed form, on a Website or in any other media or format, which will include the Advertising and which is specified in the Confirmation or the Confirmed Online Order (as appropriate).
- 1.21 **Job Board** means any of IOPP's job board websites from time to time (including, but not limited to, *Physics World Jobs* (www.physicsworldjobs.com), *APS Physics Jobs* (www.apsphysicsjobs.com) and *CERN Courier Jobs* (www.cerncourierjobs.com)).
- 1.22 **Job Posting** means the placement of recruitment advertising on any Job Board.
- 1.23 **Offline Order** means any order for Advertising submitted to IOPP by an Advertiser which is not an Online Order.
- 1.24 **Online Order** means an order for Advertising submitted to IOPP by an Advertiser where the order is submitted and paid for entirely via an online process on a Job Board, and includes any receipt issued to the Advertiser after making payment via the Job Board.
- 1.25 **Media Pack** means IOPP's media pack in effect for the time being for the IOPP Publication and may include, but not be limited to, among other things, its rate card, mechanical and technical specifications and copy and cancellation deadlines.
- 1.26 **Native Advertising/Sponsored Content** shall mean the preparation and publication of content by IOPP on behalf of the Advertiser as described in the Confirmation and the Native Advertising/Sponsored Content/Video Information Form.
- 1.27 **Native Advertising/Sponsored Content/Video Information Form** shall mean the details of the Native Advertising/Sponsored Content/Video as set out in the form provided by IOPP for completion by the Advertiser.
- 1.28 **Price** means the amount payable by the Advertiser for placing the Advertising in the IOPP Publication, which amount shall be confirmed in the Confirmation for Offline Orders and shall be stated on the relevant Job Board for Online Orders and which may include, but not be limited to, any relevant production costs, but which will exclude VAT in accordance with condition 7.2.
- 1.29 **Publish or Publication** means including Advertising in the IOPP Publication.
- 1.30 **Series** means a booking placed by the Advertiser for more than one form of Advertising in an edition of the IOPP Publication or more than one form of Advertising booked simultaneously in two or more editions of the IOPP Publication.
- 1.31 **Term** means the period (if any) specified in the Confirmation or the Confirmed Online Order (as appropriate).
- 1.32 **Third Party Sites** means any non-IOPP operated website on which IOPP places advertising it receives in the course of business of the IOPP Publication, which may

include, but is not limited to, social media and job aggregator sites.

- 1.33 **Unacceptable**, in respect of the Advertising, means that it breaches IOPP's advertising policy in place from time to time (<https://iopublishing.org/advertising-policy/>) or it is inaccurate, contravenes any law or code of practice (including, but not limited to data protection and equality laws), its subject matter is deemed by IOPP to be unsuitable for inclusion, it infringes the intellectual property rights of another, is abusive, immoral or defamatory or otherwise could offend viewers or readers of the IOPP Publication.
- 1.34 **Video** shall mean a promotional video, or other multimedia content, to be created and edited by IOPP for an Advertiser as described in the Confirmation and the Native Advertising/Sponsored Content/Video Information Form.
- 1.35 **Webinar** shall mean an event including live streaming of audio and/or video over the Internet, as described in the Confirmation and the Webinar Information Form.
- 1.36 **Webinar Information Form** shall mean the details of the Webinar as set out in the form provided by IOPP for completion by the Advertiser.
- 1.37 **Website** means, where applicable, the website or Job Board specified in the Confirmation or the Confirmed Online Order (as appropriate), which may be operated by a third party.
- 1.38 **Whitepaper** shall mean an Advertiser's pre-prepared whitepaper which will be included on a Website, as set out in the Confirmation and the Whitepaper Information Form.
- 1.39 **Whitepaper Information Form** shall mean the details of the Whitepaper as set out in the form provided by IOPP for completion by the Advertiser.
- 1.40 **Writing and Written** includes e-mail and all similar means of communication.

2 BASIS OF CONTRACT

- 2.1 Advertising is accepted on the understanding that the relationship between the Advertiser and IOPP is governed by these Conditions which include, where applicable, the DPA. Unless specifically approved in Writing by an Authorised Signatory, all other terms and conditions, including but not limited to, any conditions stipulated on the Advertiser's order form, purchase order or anywhere else shall be void.
- 2.2 Any variation to these Conditions (including, but not limited to, any special terms and conditions agreed between the parties) shall only apply if agreed or confirmed in Writing by an Authorised Signatory. If there is any conflict between these Conditions and the special terms and conditions agreed in Writing then the special conditions shall prevail.
- 2.3 Where the Advertising relates to a Job Posting:
- 2.3.1 the terms of the DPA form part of these Conditions. In the event of any conflict or ambiguity between these Conditions and the DPA, the terms of the DPA shall prevail in relation to its subject matter; and
- 2.3.2 where it is an Online Order for Advertising to appear on either *Physics World Jobs* or *APS Physics Jobs*, the Advertising shall automatically appear on both Job Boards.
- 2.4 Where the Advertising relates to Native Advertising/Sponsored Content, a Video and/or a Whitepaper the terms of Schedule 1 apply. In the event of any conflict or ambiguity between the main body of these Conditions and Schedule 1, the terms of Schedule 1 shall prevail in relation to Videos, Whitepapers and Native Advertising/Sponsored Content only.
- 2.5 Where the Advertising relates to a Webinar, the terms of Schedule 2 apply. In the event of any conflict or ambiguity between the main body of these Conditions and Schedule 2, the terms of Schedule 2 shall prevail in relation to Webinars only.
- 2.6 Where the Advertising relates to CV Credits, the terms of Schedule 3 apply. In the event of any conflict or ambiguity between the main body of these Conditions and Schedule 3, the terms of Schedule 3 shall prevail in relation to CV Credits only.
- 2.7 For Offline Orders, the issue of the Confirmation shall amount to an offer by IOPP to the Advertiser to enter into the Contract. The return of the Confirmation by the Advertiser shall amount to the Advertiser's acceptance of these Conditions. For the avoidance of doubt, IOPP shall be under no obligation to publish the Advertising if it does not receive such acceptance on or before the Copy Deadline.
- 2.8 For Online Orders, the Advertiser's submission of the order via the Job Board shall amount to an offer by the Advertiser to enter into the Contract on the terms of these Conditions. The Online Order is subject to checking and acceptance by IOPP. The earlier of: (i) IOPP's Written acceptance of the Advertiser's Online Order; and (ii) the Publication of the Job Posting on the Job Board, shall amount to IOPP's acceptance of the Online Order which shall then be a Confirmed Online Order for the purposes of these Conditions.
- 2.9 IOPP's employees and agents are not authorised to agree to change these Conditions, to give greater discounts than the Advertiser normally receives or to give any representation or warranty not contained in the Contract unless confirmed in Writing by an Authorised Signatory. The Advertiser acknowledges that it does not rely on, and waives any claim for, breach of any such representations or warranties that have not been confirmed in Writing by an Authorised Signatory, save where those representations are found to have been made fraudulently.
- 2.10 Any typographical, clerical or other error or omission in any Media Pack, Confirmation, the Confirmed Online Order, Information Form, invoice or other IOPP document shall be subject to correction without any liability on the part of IOPP.
- 2.11 IOPP reserves the right to change the format of the IOPP Publication and the Advertising as it sees fit (including, but not limited to, changes necessary to place the Advertising on any Third Party Site or changes required or made by the operator of any Third Party Site). If IOPP decides to discontinue the IOPP Publication, it will refund to the Advertiser that proportion of the Price that is equivalent to the proportion of any Term left to run at the date of discontinuation.
- 2.12 IOPP reserves the right to carry Advertising for organisations that might be considered to compete with the Advertiser.
- 2.13 Any renewal of the Advertising by the Advertiser shall be deemed to be new Advertising for which the Advertiser must pay the Price.

- 2.14 At its sole discretion, IOPP shall be entitled to place any Advertising on any Third Party Site and the Advertiser hereby consents to such placing. In the event that the Advertiser does not wish for the Advertising to be included on a specific Third Party Site, or any Third Party Sites, it must notify IOPP in Writing prior to the issue of the Confirmation or the Confirmed Online Order (as appropriate).

3 THE ADVERTISER'S OBLIGATIONS

- 3.1 The Advertiser shall ensure that the data, materials or inserts which IOPP needs to Publish the Advertising are received at the address specified in the Confirmation or the Confirmed Online Order (as appropriate) before the Copy Deadline (including, but not limited to, any electronic files) and the data, materials or inserts shall comply with the requirements of the Media Pack, any Instructions, the relevant Information Form and the Confirmation or the Confirmed Online Order (as appropriate). IOPP and its agents are under no obligation to return data, materials or inserts supplied by or on behalf of the Advertiser.
- 3.2 If the Advertiser does not comply fully with condition 3.1, IOPP is not required to Publish any Advertising but it reserves the right to repeat the Advertiser's latest copy of a size and shape appropriate to the space booked. If IOPP does not have any other copy then it reserves the right to charge the Price.
- 3.3 The Advertiser is responsible for making sure that the Advertising shall not be Unacceptable and shall be in accordance with all relevant laws, codes, rules and regulations (including, but not limited to, any rules or regulations promulgated by any UK or European regional or national advertising standards authorities or any equivalent entity in any jurisdiction in which the Advertising is accessible). Should it become apparent that this is not the case, IOPP reserves the right to suspend the Advertising, in which case the Advertiser shall have no claim for damages for breach of Contract.
- 3.4 The Advertiser grants IOPP, and any of its representatives and sub-contractors, including, but not limited to, any person or company providing IOPP with an ad server, all necessary rights, licences, consents, waivers and permissions to store, display and deliver the Advertising on its behalf in accordance with these Conditions.
- 3.5 Where the Confirmation includes Data Scraping:
- 3.5.1 the Advertiser shall identify to IOPP in Writing the Advertiser-operated websites to which the Data Scraping services are to apply ("Source Sites");
- 3.5.2 IOPP's supplier shall carry out a scrape of all new Source Sites in a test environment, with the results to be signed off by the Advertiser, in line with any deadlines notified to it, for accuracy in terms of the quantity of data being scraped and the semantic content mapping, as appropriate;
- 3.5.3 the Advertiser acknowledges that the technical ability to scrape a Source Site can vary between websites, depending on the complexity and configuration of the Source Site. IOPP shall advise the Advertiser if it is or becomes unable to scrape a Source Site for technical reasons outside of its, or its supplier's, control and the parties shall work cooperatively in good faith to remedy the issue, which may include removing or substituting an alternative Source Site;
- 3.5.4 any support or changes required in relation to the Data Scraping services may result in an additional charge from IOPP's supplier, which will be charged to the Advertiser in addition to the Price, save where it arises directly from IOPP's negligence;
- 3.5.5 Data Scraping is a fully automated service which can run up to once every 24 hours, excluding weekends and holidays. IOPP's supplier monitors this service and will re-attempt to scrape the Source Site due to the Source Site being unavailable. Where a technical issue arises, or changes to the scrape are required following changes to the Source Site, then these issues will be handled via IOPP's supplier's support services, for which the Advertiser may be required to pay an additional charge; and
- 3.5.6 the Advertiser warrants that it has obtained and shall maintain at all applicable times the appropriate permissions and consents to allow IOPP and its supplier to perform the Data Scraping services in relation to the Source Sites and the Advertiser shall indemnify, defend and hold IOPP harmless in respect of all third party claims and any other losses arising from the Advertiser's failure to obtain or maintain any such permissions and consents.
- 3.6 The Advertiser warrants that its representative submitting the Online Order or Offline Order is fully authorised to submit such order and to contractually bind the Advertiser to these Conditions.

4 IOPP'S OBLIGATIONS

- 4.1 IOPP will Publish the Advertising in the IOPP Publication in accordance with the Contract, from the agreed date (if any) in the Confirmation or the Confirmed Online Order (as appropriate).
- 4.2 IOPP will use its reasonable endeavours to Publish the Advertising as sent to it by the Advertiser in accordance with its procedures but it accepts no responsibility for errors.
- 4.3 IOPP gives no representation or warranty as to the period of time during which any IOPP Publication will be Published or as to its future circulation figures or territory.
- 4.4 Unless otherwise agreed in Writing with an Authorised Signatory, the precise positioning of the Advertising in the IOPP Publication shall be determined by IOPP.
- 4.5 Where the Advertiser requests a specific date for the Advertising to be Published on the Website, IOPP will use its reasonable endeavours to comply with that date but it cannot warrant that the date will be met.
- 4.6 IOPP reserves the right, prior to the Advertising appearing in the IOPP Publication, to reject any material that is provided by the Advertiser that IOPP deems, in its sole discretion, is not in accordance with any Instructions or is Unacceptable. On such rejection, IOPP may either terminate the Contract or request resubmission of material. On any such termination, the Advertiser will be liable to pay the Price.
- 4.7 The Advertiser warrants that the Advertising is not Unacceptable. If, after the Advertising appears in the IOPP Publication, IOPP determines, in its sole discretion, that the Advertising is Unacceptable, or that there is a breach of any of IOPP's

documentation, IOPP may edit the Advertising or remove it from the IOPP Publication and terminate the Contract. There will be no charge for editing the Advertising but, in the event of termination, the Advertiser shall remain liable to pay the Price in full.

5 RECEIPT OF COPY

- 5.1 Where IOPP or its agents are involved in extra production work because of any act or default of the Advertiser or its agents, the Advertiser shall have to pay for this work at IOPP's current rates when the work is done. These charges shall be added to the Price for the Advertising.

6 AMENDMENT AND CANCELLATION

- 6.1 The Advertiser's Change and Cancellation Rights
- One-off Advertising*
- 6.1.1 The Advertiser may request a Copy Change by giving notice in Writing to IOPP's nominated representative not less than 12 weeks before the Copy Deadline or, alternatively, by a date agreed in Writing with a representative of IOPP. Copy Changes requested after the relevant date shall not be incorporated. In addition, the Advertiser may cancel the Advertising altogether by sending a notice to an Authorised Signatory in Writing not less than 12 weeks before its Booking Deadline (where the IOPP Publication is in printed form) or prior to the Advertisement appearing on other media. Cancellations will not be accepted after the relevant time. The Advertiser's right to cancel is in addition to any statutory rights that it has. Cancellation will be effective on the issue of confirmation in Writing by IOPP. For the purposes of calculating how long before the Booking Deadline or Copy Deadline notice has been given, and/or whether notice was given before the Advertising was published, the date used shall be the date on which the notice is actually received by the relevant person at IOPP.
- 6.1.2 Where the Advertiser requests a Copy Change, or wishes to cancel the Advertisement in accordance with condition 6.1.1, it shall pay IOPP an administration charge which shall be £250/US\$340/€300 (exclusive of VAT) to compensate IOPP for the time and expense involved in processing and changing the order.
- 6.1.3 Any cancellation notices issued, otherwise than as condition 6.1.1 requires, shall be ineffective and the Advertiser shall be liable to pay the total Price for the space booked.
- Series*
- 6.1.4 The Advertiser may change the size or shape of the Advertising which is part of a Series by giving notice in Writing to IOPP's nominated representative not less than 12 weeks before the Copy Deadline for the next issue of that IOPP Publication or, alternatively, by a date agreed in Writing with a representative of IOPP. In addition, the Advertiser may cancel the Series by sending a notice to an Authorised Signatory in Writing not less than 12 weeks before the next Booking Deadline (where the IOPP Publication is in printed form) or prior to the Advertising first appearing on other media. The Advertiser's right to cancel is in addition to any statutory rights it has. Cancellation will be effective on the issue of a confirmation in Writing by IOPP. For the purposes of calculating how long before a Booking Deadline or Copy Deadline notice has been given, and/or whether notice was given before the Advertisement was Published, the date used shall be the date on which the notice is actually received by the relevant person at IOPP.
- 6.1.5 Where the Advertiser cancels the Series, it shall pay IOPP an administration charge which shall be based on a percentage of the Price to compensate IOPP for the time and expense involved in processing the order and cancellation, plus any Series discounts or other discounts granted to the Advertiser by IOPP for Advertising that have been paid for prior to cancellation.
- 6.1.6 Any cancellation notices issued otherwise than as condition 6.1.4 requires shall be ineffective and the Advertiser shall be liable to pay the total Price for the space booked.

- 6.2 IOPP may change the location, size, shape and content of the Advertising at any time for good reason (including, but not limited to, changes necessary to place the Advertising on any Third Party Site or changes required or made by the operator of any Third Party Site), and without the need to obtain the consent of the Advertiser, in which case no claim on the part of the Advertiser for damages for breach of contract shall arise.

- 6.3 All copy is subject to the approval of IOPP and IOPP reserves the right to omit, cancel withdraw or suspend the space for any Advertising, not to run any other Advertising in a Series or cease to produce or alter the publication dates of any IOPP Publication for good reason, and without the need to obtain the consent of the Advertiser, in which case no claim on the part of the Advertiser for damages for breach of contract shall arise.

- 6.4 If IOPP does any of the things that it is entitled to do in conditions 6.2 and 6.3 in response to the insolvency or any breach by the Advertiser, IOPP's other rights are unaffected.

7 PRICE OF ADVERTISING

- 7.1 The Price shall be stated in the Confirmation for Offline Orders and shall be stated on the relevant Job Board for Online Orders. All Prices quoted are valid for 30 days only or until earlier acceptance by the Advertiser. Quotes that are not accepted within 30 days may be altered by IOPP without it having to give notice to the Advertiser.
- 7.2 All amounts stated in these Conditions are exclusive of VAT, which shall be due at the prevailing rate on the date of the VAT invoice or Online Order (as appropriate).

8 TERMS OF PAYMENT

- 8.1 IOPP shall be entitled to charge the Advertiser for the Price at any time after issue of a Confirmation or during submission of an Online Order. For Offline Orders, IOPP shall submit an invoice and such invoice may include any discounts repayable under

- condition 6.1.5 and administration or other charges. For Online Orders, IOPP will only submit an invoice if the Advertiser requests this as part of the Online Order process. If no request is made, the Advertiser shall make payment at the point of submitting the Online Order via the payment options made available by IOPP from time to time.
- 8.2 Where an invoice is submitted, the Advertiser shall pay the full invoice amount within 30 days of the date of the IOPP invoice. For Online Orders where no invoice is submitted, the Advertiser shall pay the full amount immediately. The time of payment of the Price shall be of the essence of the Contract. The Advertiser is only entitled to claim any discounts shown in the Confirmation or the Confirmed Online Order (as appropriate) where full payment is received by IOPP on or before the due date for payment.
- 8.3 If payment is to be made by instalments, and the Advertiser fails to pay any instalment on its due date, then IOPP shall be entitled to demand payment of all the unpaid balance (including all arrears).
- 8.4 Neither party may withhold payment of any invoice or any other amount due to the other party by reason of abatement, set-off or counterclaim that it may have or allege to have against the other party for any reason whatever.
- 8.5 If the Advertiser fails to comply with any of these Conditions it shall nevertheless continue to be liable for all charges due and to become due.
- 8.6 If the Advertiser fails to make payment on the due date then, without prejudice to any other right or remedy available to IOPP, IOPP shall be entitled to charge the Advertiser interest (both before and after judgment) from day to day on the amount unpaid at the rate of 4% per annum above HSBC Bank Plc base rate from time to time until payment in full is made.
- 8.7 If the Advertiser does not pay the Price by the due date then, in addition to its right to charge interest in accordance with condition 8.6 and its other rights and remedies, IOPP may (at its discretion) terminate the Contract, remove the Advertising from the IOPP Publication or both of these.
- 8.8 Where the Advertiser elects to pay the Price in any currency other than British Pound Sterling or Euro, the Advertiser may incur additional banking or other charges, which will be its sole responsibility. The Advertiser shall ensure that it makes payment for such amount as to ensure IOPP receives the full Price after deduction of any such banking or other charges.
- 9 INDEMNITY**
- 9.1 The Advertiser shall indemnify IOPP against any loss, cost, liability, claim, damages or other expenses arising from or in connection with any Advertising awarded against or incurred by IOPP or its employees or agents or paid or agreed to be paid by IOPP in settlement of any claim arising from or in connection with any Advertising.
- 10 INTELLECTUAL PROPERTY RIGHTS**
- 10.1 The Advertiser warrants that it is the owner or has been duly authorised by the owner of any copyright material, brand name, trade mark, service mark or logo to be incorporated into the Advertising and also warrants that its logo and other branding shall not infringe the copyright, moral rights, patent or other proprietary rights of any person, nor shall any content contained in the Advertising contravene the rights of any person or require payment by IOPP to any third party (including, but not limited to, royalty or performing rights payments for use of music, union payments, rental rights payments, author royalties or trade mark royalties). The Advertiser shall obtain all necessary rights, licences, consents, waivers and permissions to allow IOPP, its representatives, its sub-contractors and operators of Third Party Sites to store, display and deliver the Advertising on its behalf.
- 10.2 IOPP shall own all intellectual property rights in the Copy, other than in the Advertiser logo and other Advertiser branding, the copyright in which will be retained by the Advertiser.
- 10.3 Other than in the Advertiser logo and other Advertiser branding, all intellectual property rights created or used by IOPP in connection with the Contract shall be and shall remain the property of IOPP and/or its licensors.
- 11 PROOFING**
- 11.1 The Advertising will be Published in accordance with the information provided by the Advertiser. IOPP is not obliged to issue proofs to the Advertiser but, if such proofs are provided, then the Advertiser shall notify IOPP in Writing of any changes required and ensure that this is sent to IOPP by noon BST/GMT on the Booking Deadline.
- 12 WARRANTIES AND LIABILITY**
- 12.1 IOPP's total liability in contract, tort (including, but not limited to, negligence or breach of statutory duty) or otherwise in connection with any Advertising or otherwise under this Contract shall be limited to the Price paid by the Advertiser to IOPP under the Contract. IOPP shall not be liable to the Advertiser or any third party for any increased costs or expenses, any costs of procuring substitute services or other substitution or solution, interrupted communications, loss of data, profit, goodwill, business, contracts, revenues or any anticipated savings of the Advertiser and/or for any special, indirect, incidental, punitive or consequential loss or damage of any nature whatsoever and howsoever caused or arising, irrespective of whether it was foreseeable by, or the possibility is or has been brought to the attention of, IOPP.
- 12.2 Nothing in the Contract excludes or restricts IOPP's liability for death or bodily injury caused by the negligence of IOPP or of its employees while acting in the course of their duties, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited by law.
- 12.3 All warranties, conditions or other terms express or implied by statute, common law, custom, practice or course of dealings are excluded to the fullest extent permissible by law, except for those expressly provided in these Conditions.
- 12.4 The Advertiser shall inspect the copy of the Advertising sent by IOPP after the IOPP Publication is Published. Any claim by the Advertiser that is based on any error or omission in the Advertising shall be notified to IOPP in Writing not more than seven days after the Advertiser received the copy Advertising. If the Advertiser does not notify IOPP in this way, IOPP shall have no liability for such errors or omissions and the Advertiser shall be bound to pay the Price as if the Advertising had been Published in accordance with the Contract.
- 12.5 Where any valid claim in respect of any Advertising that is based on errors or omissions in the Advertising is notified to IOPP in Writing and in accordance with these Conditions, IOPP shall, where relevant, be entitled to Publish similar correct Advertising free of charge in a subsequent issue of the relevant IOPP Publication or, at IOPP's sole discretion, refund to the Advertiser such part (not exceeding the whole) of the Price for the Advertising concerned, as is fair and reasonable having regard to the nature of the error or omission. Decisions to make refunds or to Publish Advertising free of charge require the authority in Writing of an Authorised Signatory. This condition sets out the extent of IOPP's liability, and the Advertiser's sole and exclusive remedies, in relation to any such claim.
- 12.6 No failure or omission of IOPP in the performance of its obligations under these Conditions shall create any liability if such failure or omission arises from any causes beyond the reasonable control of IOPP including, but not limited to, fire, acts of God, acts, regulations or omissions of governments or third parties or their respective agents and officers, natural disasters, epidemics, pandemics, acts of war, insurrection or terrorism, strikes or lockouts, work stoppages or slowdowns, unauthorised network or computer intrusion, mechanical breakdown, delay or failure of transportation or supplies, technology, telecommunications, Internet or software problems or failures, or Internet or computer-related viruses or other agents introduced by a third party and beyond the reasonable control of IOPP.
- 12.7 IOPP shall not be liable for any loss occasioned by the failure of the Advertising to appear in the IOPP Publication for any reason whatsoever.
- 12.8 Although IOPP shall use its reasonable endeavours to ensure that the Advertising is Published to a high standard, it accepts no liability for any errors of any kind, howsoever they arise.
- 12.9 Where the Advertising is being Published on a Website operated by IOPP, IOPP will use its reasonable endeavours to ensure that the Website is available on a 24 hour basis. However, if access is suspended or interrupted, or fault or defect occurs which prevents access, then IOPP's liability shall be limited to using commercially reasonable efforts to restore access as soon as reasonably practicable. IOPP shall have no other liability in this respect.
- 12.10 IOPP does not guarantee any level of response to the Advertising and shall have no liability in this respect.
- 13 GENERAL**
- 13.1 Any notice, document or other communication required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. If sent by first class prepaid post it will be deemed to have been received two working days after despatch, and if by e-mail at the start of business at the place of receipt on the next working day after transmission, provided that no out of office or similar message is received.
- 13.2 No failure or delay by IOPP in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No waiver by IOPP of any breach of the Contract by the Advertiser shall be considered as a waiver of any subsequent breach of the same or any other Condition. A waiver of any right is only effective if it is in Writing.
- 13.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.4 Any reference in these Conditions to a statute or a provision of a statute shall be deemed to be a reference to that statute or provision as subsequently amended, extended or re-enacted from time to time.
- 13.5 The parties agree that the Contract is entered into by IOPP and the Advertiser and that it is not their intention that any third party should have any enforceable rights under it. Accordingly, to the fullest extent possible, the Contracts (Rights of Third Parties) Act 1999 is excluded from the Contract.
- 13.6 IOPP may assign, transfer, novate or sub-contract its obligations under the Contract, in whole or in part. The Advertiser shall not be permitted to assign, transfer, resell, novate or subcontract any or all of its rights or obligations under the Contract without the prior consent in Writing of IOPP.
- 13.7 Even if the Advertiser is acting as an advertising agency or other representative, it enters into the Contract in its own right as principal and not as an agent.
- 13.8 Without prejudice to its other rights and remedies under the Contract or otherwise, IOPP may terminate the Contract at any time on prior Written notice to the Advertiser if the Advertiser: (i) breaches any provision of the Contract and, where the breach is capable of remedy, fails to remedy such breach within 14 days of a notice requiring it to remedy or; (ii) applies for, suffers or agrees to the appointment of a receiver, administrator or liquidator in any jurisdiction or; (iii) where the Advertiser is an individual or a partnership, applies for any form of bankruptcy. The Advertiser shall remain liable to pay the Price upon termination for any reason and no refunds shall be paid by IOPP. Upon termination for any reason, IOPP shall cease to have any further obligations to the Advertiser.
- 13.9 The Price is confidential and shall not be disclosed by the Advertiser to third parties other than to professional advisers or as required by law.
- 13.10 IOPP may use Advertiser name and/or logo and Advertising performance data for promoting its products and services, and those of other companies in the same group of companies.

- 13.11 Conditions 1, 3, 8, 9, 10, 12 and 13 and the DPA, where relevant, shall survive termination of the Contract.
- 13.12 The Advertiser confirms that, in its dealings under the Contract, it shall do nothing which would lead IOPP to be in breach of any legislation or regulation, including, but not limited to, the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017.
- 13.13 IOPP shall not be, or be deemed to be, an employee or agent of the Advertiser and shall at all times be an independent contractor. Nothing in the Contract shall create any joint venture, franchise, partnership or contract of employment between the parties. Neither party shall make any warranty or representation on behalf of the other party, without the other party's prior Written consent.
- 13.14 In the event of actual or threatened breach of any of the terms of the Contract, IOPP shall have the right to specific performance and injunctive relief. These rights are in addition to any and all other remedies and rights available at law or in equity.
- 13.15 IOPP and its representatives may maintain in their archives copies of any Advertising.
- 13.16 The Schedules form part of these Conditions.
- 13.17 At IOPP's Written request, the Advertiser shall ensure that anything which IOPP may require to be done to secure the full benefit of the Contract for IOPP (including, but not limited to, the execution of documents) is done promptly.
- 13.18 The Contract represents the entire understanding between the parties and supersedes all prior agreements relating to its subject matter. This condition does not affect any liability either party may have for fraud.
- 13.19 The Advertiser has not entered into the Contract in reliance on any warranty, representation or undertaking of IOPP or any other party (whether implied or expressed) other than those warranties, representations and undertakings expressly set out herein or those given in accordance with condition 2.9.
- 13.20 The Contract shall not be the source of, or give rise to, an implied licence and IOPP reserves all rights not expressly granted to the Advertiser under the Contract.
- 13.21 The Contract shall be governed by the laws of England and Wales and the English Courts shall have exclusive jurisdiction to determine any disputes.

14 CONFIDENTIALITY

- 14.1 Each party will:
 - 14.1.1 keep in confidence any information concerning the business, products or operations of the other party obtained under these Conditions which is marked as confidential or proprietary or which is, by its nature, obviously of a confidential nature and/or competitively sensitive and/or of use to the other party's competitors. For the avoidance of doubt, statistics collected by IOPP about the performance of the Advertising are not the Advertiser's confidential information;
 - 14.1.2 not disclose the same to anyone else unless the other party consents in writing; and
 - 14.1.3 only use it to the extent necessary for the purposes of the performance of its obligations under these Conditions and/or a Confirmation and/or a Confirmed Online Order.
- 14.2 In the event that the Advertiser requests that any information disclosed by it to IOPP of the nature set out in condition 14.1 is returned, then IOPP shall be entitled to retain any such information as may be required for legal, editorial or regulatory reasons (including, but not limited to, in order for IOPP to defend any present or future claim which may be brought against it, whether or not such claim is known at the time of the request), but such information shall remain subject to the terms of these Conditions.
- 14.3 The obligations in condition 14.1 do not apply to any information which has been made public other than through a breach of these Conditions and information which a party is required by law or regulatory authority to disclose.

IOP Publishing

IOP Publishing Ltd

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Company number: 00467514, VAT registration number: GB 461 6000 84

Version dated 25 August 2023

Videos and Whitepapers

This Schedule shall only apply when IOPP issues a Confirmation that contains Native Advertising/Sponsored Content, a Video and/or a Whitepaper.

- 1 Once the Advertiser has accepted a Confirmation including Native Advertising/Sponsored Content or a Video in accordance with Condition 2.7, IOPP shall assign a journalist to work on the relevant Advertising. This journalist shall contact the Advertiser to discuss the brief for the relevant Advertising, and the actions which will be taken by the journalist or the Advertiser to supply or obtain the necessary information to prepare it (for example, arranging interviews with the Advertiser's representatives). Details of the interviewees and subjects for discussion with the editor shall be confirmed in a Native Advertising/Sponsored Content/Video Information Form to be completed by the Advertiser. The Advertiser shall ensure that any data, materials, images or inserts which the journalist needs to prepare the relevant Advertising are provided by the date(s) agreed with the journalist. IOPP is not required to prepare or Publish the relevant Advertising if the Advertiser does not fully comply with this obligation.
- 2 For Native Advertising/Sponsored Content, once the journalist has received the necessary information referred to above, they shall prepare a draft Copy, and present it to the Advertiser for comment or approval in Writing.
- 3 The Advertiser shall be entitled to make reasonable amendments to the draft Copy in paragraph 2 of this Schedule, which IOPP shall incorporate unless it reasonably believes that, to do so, would make the Native Advertising/Sponsored Content Unacceptable or otherwise risk damaging the reputation of IOPP or the IOPP Publication. The revised draft Copy shall then be presented to the Advertiser again for further review or approval. If the Advertiser has any further reasonable amendments to the revised draft Copy, the process in this paragraph 3 of this Schedule shall be repeated one further time.
- 4 No more than two rounds of amendments to the draft Copy of Native Advertising/Sponsored Content will be accepted by IOPP. Where the Advertiser requests more than two rounds of amendments, it shall pay IOPP an administration charge which shall be £250/US\$340/€300 (exclusive of VAT) to compensate IOPP for the time and expense involved in processing and changing the draft Copy.
- 5 No more than two interviews will be conducted as part of the Native Advertising/Sponsored Content. Where the Advertiser requests more than two interviews, it shall pay IOPP an additional charge of £500/US\$675/€600 (exclusive of VAT) per additional interview.
- 6 Native Advertising/Sponsored Content has a word limit of 1,200 words. Where the Advertiser requires the Native Advertising/Sponsored Content to be longer than 1,200 words, it shall pay IOPP an additional charge of £1 per additional word (exclusive of VAT).
- 7 For Video, once the first edit of the Video is ready, this shall be presented to the Advertiser for comment or approval in Writing.
- 8 The Advertiser shall be entitled to suggest reasonable amendments to the first edit in paragraph 7 of this Schedule, which IOPP shall incorporate unless it reasonably believes that, to do so, would make the Video Unacceptable or otherwise risk damaging the reputation of IOPP or the IOPP Publication. The revised Video shall then be presented to the Advertiser again.
- 9 No more than one round of amendments to the first edit of the Video will be accepted by IOPP. Where the Advertiser requests more than one round of amendments, it shall pay IOPP an administration charge which shall be £250/US\$340/€300 (exclusive of VAT) per material amendment to compensate IOPP for the time and expense involved in processing and changing the Video.
- 10 Approval by the Advertiser that the Video or Native Advertising/Sponsored Content is ready to be Published shall be issued by the Advertiser in Writing.
- 11 Condition 6.1 shall apply to Whitepapers but shall not apply to Videos or Native Advertising/Sponsored Content, and instead the following cancellation rights shall apply:
 - a. Subject to paragraph 11(b) of this Schedule, for Native Advertising/Sponsored Content, the Advertiser may cancel the Advertising altogether by sending a notice to an Authorised Signatory in Writing not less than 12 weeks before its Booking Deadline (where the IOPP Publication is in printed form) or prior to the Advertisement appearing on the Website. Subject to paragraph 11(b) of this Schedule, for Videos, the Advertiser may cancel the Advertising altogether by sending a notice to an Authorised Signatory in Writing not less than 12 weeks before the date filming is due to occur. Cancellations will not be accepted after the relevant time. The Advertiser's right to cancel is in addition to any statutory rights that it has. Cancellation will be effective on the issue of a confirmation by IOPP. For the purposes of calculating how long before the Booking Deadline notice has been given, and/or whether notice was given before the Advertising appeared on the Website, the date used shall be the date on which the notice is actually received by the Authorised Signatory.
 - b. For Native Advertising/Sponsored Content and Videos, where the Advertiser wishes to cancel the Advertisement after the date the journalist has contacted the Advertiser to discuss the brief for the Native Advertising/Sponsored Content or Video in accordance with paragraph 1 of this Schedule, it shall pay IOPP 80% of the Price (exclusive of VAT) to compensate IOPP for the time and expense involved in locating, engaging and briefing the journalist, and the journalist's time incurred to point of cancellation.
 - c. Any cancellation notices issued otherwise than as paragraph 11 of this Schedule requires shall be ineffective and the Advertiser shall be liable to pay the total Price for the relevant Advertising.
- 12 The Advertiser shall be entitled to include a link to the Published Native Advertising/Sponsored Content on the Website on its own website or on third party websites, provided that the Advertiser shall ensure that the Website and the copyright status of the Native Advertising/Sponsored Content is acknowledged wherever that link may appear, and that the terms of the Website's copyright policy are complied with: <https://ioppublishing.org/copyright/>. Where a website is operated by a third party, the Advertiser must comply with that third party's copyright policy. No other use, copying or distribution of the Native Advertising/Sponsored Content is permitted without the prior consent in Writing of IOPP.

- 13 The Advertiser shall be entitled to make the final Video, as supplied by IOPP, available as it deems appropriate, provided that the manner, location and nature of use of the Video does not, in IOPP's reasonable opinion, risk damaging the reputation of IOPP or the IOPP Publication. In addition, the Advertiser shall ensure that no amendments are made to the Video including, but not limited to, any amendment to or removal of IOPP's name, logo or copyright statement on the Video, without IOPP's approval in Writing. In addition, the copyright status of the Video must be acknowledged wherever the Video appears. Where a website is operated by a third party, the Advertiser must comply with that third party's copyright policy. Where, in IOPP's reasonable opinion, the manner, location and/or nature of the use of the Video does risk damaging the reputation of IOPP or the IOPP Publication, IOPP shall be entitled to require the immediate takedown of the Video and the Advertiser shall be responsible for ensuring that such takedown occurs promptly. IOPP shall not be liable for any costs or claims which the Advertiser may suffer or incur arising out of IOPP exercising its right of takedown.
- 14 IOPP warrants that it will use reasonable skill and care in the preparation of the Video or Native Advertising/Sponsored Content, and, for the avoidance of doubt, the Advertiser shall not be liable to indemnify IOPP under Condition 9.1 to the extent that any loss, cost, liability, claim, or damages or other expenses arising from or in connection with any Advertising is directly and solely due to IOPP's failure to comply with such warranty.
- 15 (a) For Whitepapers, the parties acknowledge that any information provided by viewers of the Whitepaper ("Viewer Data"), will belong to the Advertiser on the terms set out in the Whitepaper Information Form. Both parties agree to comply with the terms of the Whitepaper Information Form relating to the Data. The parties acknowledge that the Advertiser will be the data controller of the Viewer Data. The Advertiser warrants that it will therefore be responsible for compliance with applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR), the EU Privacy and Electronic Communications Directive (2002/58/EC) as amended and enacted in EU member states (PEC) the Data Protection Act 2018 and any successor legislation ("data protection laws") in relation to the Viewer Data and will keep it secure from unauthorised access, loss or destruction. If, at any time, a claim is made against IOPP which relates in any way to the Advertiser's use of Viewer Data, or use of the Viewer Data by someone permitted by the Advertiser, then the Advertiser shall indemnify, hold harmless and keep indemnified IOPP, against all costs, losses, liabilities, claims, damages and other expenses (including professional costs and expenses) that IOPP pays, incurs or suffers as a result.
- 16 The Advertiser shall promptly provide IOPP with the information it needs to deliver the Native Advertising/Sponsored Content, Video or Whitepaper in the format of the relevant Information Form. IOPP shall not be liable for any failures, errors or omissions in the relevant Information Form or the Native Advertising/Sponsored Content, Videos or Whitepaper which are caused because of the Advertiser's failure to respond to IOPP's requests timely and accurately.
- 17 CHANGES
 - a. Either party may propose any change to the details of the Native Advertising/Sponsored Content, Video or Whitepaper set out in the relevant Information Form by sending the other party a Written request.
 - b. Following receipt of a Written request from the Advertiser, IOPP will, as soon as reasonably practicable, indicate whether it is able to carry out the request. It will also provide to the Advertiser a quotation of any extra fees that would result from such a change and an analysis of the impact on any key dates specified in the relevant Information Form.
 - c. If the Advertiser wishes to proceed with the change, it shall notify IOPP in Writing as soon as possible after receiving any quotation referred to in paragraph 17(b) of this Schedule. IOPP reserves the right to revise its quotation if the Advertiser notifies IOPP in Writing more than three (3) days after receiving the quotation.
 - d. IOPP shall not be liable for any failures, errors or omissions in the relevant Information Form and/or the Native Advertising/Sponsored Content, Video or Whitepaper which are due, in whole or in part, to the Advertiser's failure to respond promptly to requests by IOPP to amend the details of Native Advertising/Sponsored Content, Video or Whitepaper and/or to assist IOPP during the production of the Native Advertising/Sponsored Content, Video or Whitepaper.

SCHEDULE 2

Additional Conditions applicable to Webinars

This Schedule shall only apply when IOPP issues a Confirmation that contains Webinars.

- 1 HOSTING OF THE WEBINAR
 - a. IOPP and/or its third party representatives will host the Webinar and provide reasonable levels of support during the live broadcast of the Webinar.
 - b. Access to the Webinar will be via links to a website hosted by either IOPP or a third party representative of IOPP.
- 2 WEBINAR INFORMATION FORM
 - a. The Advertiser shall promptly provide IOPP with the information it needs to deliver the Webinar in the format of the Webinar Information Form. This will, amongst other matters, contain details of the following provisions:
 - i. the content of the Webinar and the date on which it will be run which must fall within twelve (12) months of the date the booking of the Webinar is finalised. If no date is stated, then the Advertiser must agree a date with IOPP in Writing when the Webinar will be run, which must fall within twelve (12) months of the date the booking of the Webinar is finalised. If the Advertiser fails to agree a

- date with IOPP which falls within such twelve (12) month period, then IOPP will be relieved of all of its obligations to host the Webinar; and
- ii. the standard registration procedures for viewers of the Webinar.
- b. IOPP shall not be liable for any failures, errors or omissions in the Webinar Information Form or the Webinar which are caused because of the Advertiser's failure to respond to IOPP's requests timely and accurately.
- ### 3 PROJECT MANAGEMENT
- a. The Advertiser shall appoint a representative to act as a single point of contact with IOPP on all matters relating to the Webinar and shall notify IOPP promptly in Writing if that person is replaced for any reason.
 - b. IOPP shall be entitled to rely absolutely on the representations, statements and acts of the person appointed by the Advertiser in paragraph 3(a) of this Schedule as being authorised by the Advertiser.
 - c. If considered necessary by IOPP, the parties shall hold meetings regularly (at a frequency to be agreed in Writing) during the development of the Webinar to review its progress and content. Because of the issues involved in running a Webinar, the Advertiser shall need to work closely with IOPP and be available at all times if and when issues arise regarding the Webinar.
 - d. The Advertiser shall ensure that all the meetings referred to in paragraph 3(c) of this Schedule are attended by appropriate employees of the Advertiser.
 - e. The Advertiser shall ensure that all information, assistance and access to premises reasonably required by IOPP are provided promptly in order for IOPP to be able to carry out the development of the Webinar.
- ### 4 CHANGES
- a. Either party may propose any change to the details of the Webinar set out in the Webinar Information Form by sending the other party a Written request.
 - b. Following receipt of a Written request from the Advertiser, IOPP will, as soon as reasonably practicable, indicate whether it is able to carry out the request. It will also provide to the Advertiser a quotation of any extra fees that would result from such a change and an analysis of the impact on any key dates specified in the Webinar Information Form.
 - c. If the Advertiser wishes to proceed with the change, it shall notify IOPP in Writing as soon as possible after receiving any quotation referred to in paragraph 4(b) of this Schedule. IOPP reserves the right to revise its quotation if the Advertiser notifies IOPP in Writing more than three (3) days after receiving the quotation.
 - d. IOPP shall not be liable for any failures, errors or omissions in the Webinar Information Form and/or the Webinar which are due, in whole or in part, to the Advertiser's failure to respond promptly to requests by IOPP to amend the details of Webinar and/or to assist IOPP during the production of the Webinar.
 - e. The Advertiser may cancel a Webinar or request a postponement of the date of the Webinar set out in the Webinar Information Form by giving notice in Writing to IOPP at any point before the registration page for the Webinar is live. Requests for postponements and/or cancellations shall not be accepted after the relevant date and any postponement must not cause the Webinar to be run more than twelve (12) months after the date the booking of the Webinar is finalised unless IOPP, in its sole discretion, expressly agrees in Writing otherwise. The Advertiser's right to postpone and/or cancel is in addition to any statutory rights that it has. Postponement and/or cancellation shall be effective only on the issue of a Written confirmation by IOPP. Condition 6.1 shall not apply to Webinars.
 - f. Where the Advertiser wishes to postpone and/or cancel the Webinar in accordance with paragraph 4(e) of this Schedule, it shall pay IOPP an administration charge which shall be £250/US\$340/€300 (plus VAT, where applicable) to compensate IOPP for the time and expense involved in processing and changing the order.
 - g. Any postponement and/or cancellation notice issued otherwise than as paragraph 4(e) of this Schedule requires shall be ineffective and the Advertiser shall be liable to pay the total fees for the Webinar, as set out in the Confirmation.
- ### 5 THE WEBINAR
- a. The Advertiser shall provide to IOPP all Advertiser Content (defined in paragraph 9 of this Schedule below) which it wishes to include in the Webinar and shall ensure that such content is made available to IOPP as and when required by IOPP from time to time.
 - b. IOPP shall not be responsible for editing any Advertiser Content unless IOPP agrees to do so in Writing.
 - c. The Advertiser consents to IOPP and its licensors and third party representatives using Advertiser Content within the Webinar as IOPP and its licensors and third party representatives see fit, in their absolute discretion.
 - d. The Advertiser acknowledges that IOPP may use a third party provider to carry out some or all of its duties and obligations under this Contract. The Advertiser accepts that such third party shall be entitled to include a label or tag line on all viewer facing pages or other pop up pages that become visible when the Webinar is viewed. The Advertiser shall not remove that label or tag or in any way cause it not to appear as set up originally on the Webinar. In addition, the Advertiser shall not do anything which may cause IOPP to be in breach of any of its agreements with any third party.
- ### 6 HOSTING OF THE WEBINAR
- a. IOPP will be responsible for arranging the hosting of the Webinar. The archive version of the Webinar will be hosted for six (6) months (or such other period stated on the Webinar Information Form) from the date on which the Webinar is first made available for access, unless otherwise specified in Writing by IOPP. The Advertiser acknowledges that IOPP has no obligation to store recordings of the Webinar beyond that time period and IOPP shall have the right, if it so wishes, but no obligation, to erase and/or otherwise destroy all Webinars after that term.
- b. Maintenance of the Webinars will cover the maintaining of links from IOPP's website to it and diagnosing and using reasonable endeavours to correct any defects in it as soon as reasonably practicable after such defect is notified to IOPP in Writing by the Advertiser.
 - c. IOPP makes no warranty, express or implied, that:
 - i. access to the Webinar shall be uninterrupted, timely or error free or that defects will be corrected;
 - ii. the Webinar, or any software or equipment made available as part of the Webinar, shall be compatible with any hardware, software or equipment which the Advertiser or any third party may use to access the Webinar;
 - iii. the Webinar is error free or that information contained within the Webinar is complete, accurate or up-to-date. IOPP does not accept any liability for errors or omissions in the Webinar.
- ### 7 SUSPENSION OF THE WEBINAR
- a. In the event that IOPP becomes aware that the content of the Webinar either infringes, or may infringe, a third party's proprietary rights, is in breach of any statutory provision or regulatory requirement in any country or contains defamatory material, IOPP may, at its sole discretion, suspend public access to the Webinar. In addition, at any time, IOPP may remove and/or disable any part of the Webinar if it deems that content to be pornographic, libelous, offensive or otherwise objectionable or Unacceptable, but this right shall not excuse the Advertiser from any responsibility arising from such content.
 - b. In the event that IOPP suspends public access to the Webinar pursuant to paragraph 7(a) of this Schedule, it will notify the Advertiser in Writing that it has done so. Once the Advertiser shows to IOPP's satisfaction that the relevant circumstances have been remedied, IOPP will use its reasonable endeavours to re-enable the suspended Webinar.
- ### 8 FEES
- a. In consideration of IOPP developing and hosting the Webinar, the Advertiser shall pay to IOPP the Price.
 - b. No amount of the Price, once invoiced by IOPP, shall be refundable under any circumstances whatsoever.
- ### 9 THE ADVERTISER'S IMAGES AND ADVERTISER CONTENT
- a. The Advertiser shall supply to IOPP artwork of any logo, graphic images or content ("Advertiser Content") that it wishes to include in the Webinar. Advertiser Content shall be shown in the Webinar and via IOPP's (or its third party representative's) website.
 - b. The Advertiser shall also supply any video content for the Webinar in the file format specified in Writing by IOPP. This video content shall be streamed in line with IOPP's Written recommendations.
- ### 10 INDEMNITY AND WARRANTIES
- a. The Advertiser shall indemnify, hold harmless and keep indemnified IOPP against all loss, claims, costs, damages and expenses (including professional costs and expenses) paid, suffered or incurred by IOPP as a direct or indirect result of Advertiser Content not being accurate, complete or up-to-date, as a result of any product liability claim brought against IOPP by any person relating to any product sold, supplied or recommended by the Advertiser, and/or as a result of any claim or threatened claim brought by any person relating to the use or sale or offering for sale of any item or service of the Advertiser, and/or as a result of any claim resulting from a breach of the warranties in paragraph 10(c) of this Schedule.
 - b. IOPP will use reasonable skill and care in the development of the Webinar and the hosting of the Webinar. For the avoidance of doubt, IOPP does not warrant, represent or undertake that either the website which includes the Webinar or the Webinar itself shall be error free or operate without interruption. IOPP will use its reasonable endeavours to ensure that the Webinar takes place on the advertised date and time. In the event that the Webinar does not take place for any reason, an alternative date/time will be scheduled.
 - c. The Advertiser warrants and undertakes that:
 - i. it has full authority to promote and offer for sale any and all products (including, but not limited to, hardware or software) and services promoted or offered through the Webinar;
 - ii. it shall obtain all necessary statutory and regulatory consents and clearances for Advertiser Content;
 - iii. Advertiser Content, and the act of making the Webinar available for public access, does not contravene any rule, statutory provision, law or regulatory requirements in any country;
 - iv. if the Webinar is regulated by the Financial Services and Markets Act 2000 ("FSMA"), the Advertiser is an authorised person (for the purposes of the FSMA) and/or that the Webinar was approved by an authorised person (for the purposes of the FSMA) and/or that the Webinar was permitted under FSMA;
 - v. any Advertiser Content does not infringe the proprietary rights of any third party, including, but not limited to, their intellectual property rights;
 - vi. it shall not in any way re-offer or sub-license its rights to the Webinar or use the Webinar in any manner inconsistent with this Webinar Contract;
 - vii. it shall not transmit, introduce or allow to be introduced to IOPP's or any of its representatives' networks, either through it or any third party, any virus, worm, "Trojan Horse", time bomb or similar contaminating/destructive feature or malicious code; and
 - viii. it has, or shall secure, whatever legal and regulatory authority or consent is necessary for use, storage, processing and transfer by IOPP, including, but not

limited to, international cross-border transfer, of any Advertiser Content under the Webinar Contract.

- d. Subject to paragraph 10 (e), the parties acknowledge that any information provided by registrants to the Webinar ("Data"), will belong to the Advertiser on the terms set out in the Webinar Information Form. Both parties agree to comply with the terms of the Webinar Information Form relating to the Data. The parties acknowledge that the Advertiser will be the data controller of the Data. The Advertiser warrants that it will therefore be responsible for compliance with applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR), the EU Privacy and Electronic Communications Directive (2002/58/EC) as amended and enacted in EU members states (PEC) the Data Protection Act 2018 and any successor legislation ("data protection laws") in relation to the Data and will keep it secure from unauthorised access, loss or destruction. If, at any time, a claim is made against IOPP which relates in any way to the Advertiser's use of Data, or use of the Data by someone permitted by the Advertiser, then the Advertiser shall indemnify, hold harmless and keep indemnified IOPP, against all costs, losses, liabilities, claims, damages and other expenses (including professional costs and expenses) that IOPP pays, incurs or suffers as a result.
- e. The parties agree that the registrants will be given the option to opt in to receive marketing and other communications from IOPP. Where a registrant does opt in, IOPP is the separate data controller of the data provided by the registrant for that purpose. IOPP shall also be entitled to use the data provided by registrants to the Webinar in an aggregated and anonymised way for reporting and other purposes. IOPP shall be responsible for compliance with the data protection laws in relation to the data it is data controller for.
- f. Where there is more than one sponsor of a Webinar, the parties agree that the registrants will be given the option to opt in to receive marketing and other communications from those other sponsor(s). Where a registrant does opt in, the other sponsor(s) is the separate data controller of the data provided by the registrant for that purpose. The relevant sponsor(s) shall be responsible for their own compliance with the data protection laws in relation to the data it is data controller for.

11 INTELLECTUAL PROPERTY RIGHTS

- a. Aside from Advertiser Content and Data, which is covered by paragraph 10(d) of this Schedule, all intellectual property rights created as a result of the development of the Webinar shall vest solely in IOPP and/or its licensors. In particular, the Advertiser acknowledges that IOPP and its licensors retain all right, title and interest in and

to their respective proprietary technology and business methods including the hardware and software used in running the Webinar.

- b. Nothing in the Contract shall transfer any intellectual property rights to the Advertiser, save where stated expressly. The Advertiser shall only be entitled to use any materials created by IOPP, or its licensors, if it has the prior Written consent of IOPP so to do.

12 GENERAL

- a. At any time IOPP may terminate the Contract on giving the Advertiser not less than two (2) weeks' notice. IOPP's only obligation in such circumstances is to give the Advertiser a pro rata refund of any amount of the Price paid in advance.

SCHEDULE 3

Additional Conditions applicable to CV Credits

This Schedule shall only apply when IOPP issues a Confirmation that contains CV Credits.

- 1 The Advertiser acknowledges that CV Credits only allow them to search and contact registered users of the relevant Job Board who have opted in to making their profile and CV searchable.
- 2 The Advertiser acknowledges that CV Credits are solely to be used to search for and contact potential candidates in relation to job opportunities with the Advertiser. All other uses of information available via CV Credits are prohibited.
- 3 The Advertiser warrants that it will comply with the above restrictions and all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR), the EU Privacy and Electronic Communications Directive (2002/58/EC) as amended and enacted in EU members states (PEC), the Data Protection Act 2018 and any successor legislation ("data protection laws") when using CV Credits. If, at any time, a claim is made against IOPP that relates in any way to the Advertiser's use of CV Credits, or use of CV Credits by someone permitted by the Advertiser, then the Advertiser shall indemnify, hold harmless and keep indemnified IOPP, against all costs, losses, liabilities, claims, damages and other expenses (including professional costs and expenses) that IOPP pays, incurs or suffers as a result.
- 4 Any failure on the part of the Advertiser to comply with this Schedule 3 shall entitle IOPP to terminate the Contract on immediate written notice without any liability or any obligation to refund any unused CV Credits.