

## Whatmedia.co.uk – Terms & Conditions For Users

### 1. General

1.1. These terms and conditions ('Conditions') apply to the use by an individual, institutional or corporate subscriber ('Subscriber') of the data, software tools, information and editorial content ('Licensed Materials') contained in the Whatmedia products and services ('Whatmedia Services') specified in an order form agreed by Whatmedia and the Subscriber ('Order Form').

1.2 These Conditions will be interpreted in accordance with the laws of England and Wales.

1.3. Delivery of Licensed Materials will be by the delivery methods and/or media set out in the Order Form.

1.4 Provision of Whatmedia Services is conditional on payment by the Subscriber of all amounts set out in the Order Form.

1.5 Whatmedia is a trading name of Reed Business Information Limited.

### 2. License Terms and Use Restrictions

2.1 Subscribers will be given access to Whatmedia Services on a Per User License, a Site or Multisite License or an Enterprise License (each a 'License') as stated on the Order Form and more specifically described in these Conditions. All Licenses are personal to the Subscriber named on the Order Form and may not be assigned or transferred.

2.2 Licenses expressed in these Conditions to be restricted to use in the course of the Subscriber's normal business permit Subscribers and Authorised Users to pass Licensed Material to customers and prospects as part of a presentation or similar on an ad- hoc basis but exclude (i) any systematic redistribution to Unauthorised persons; and (ii) re-sale of the Whatmedia Service, any part of the Licensed Materials or any Derived Data to others.

2.3 Except where specifically provided otherwise, sections 2.2, 3, 4, 5, 6, 7 and 8 of these Conditions apply to all Licenses.

**Per User License;** this license permits a single individual to access the Whatmedia Services and to use the Licensed Materials in the course of the Subscriber's normal business. The Subscriber; (i) shall obtain the prior written consent of Whatmedia to any additional individual(s) being granted access to the Whatmedia Services; and (ii) shall promptly notify Whatmedia of any other changes to the individuals identified by the Order Form.

**Site or Multisite License;** this license permits all the Subscriber's employees and/or other workers normally located at the physical site(s) specified on the Order Form to access the Whatmedia Services and to use the Licensed Materials in the course of the Subscriber's normal business.

### 3. Defined Terms

In these Conditions;

“Affiliate” in respect of a corporate entity means any other corporate entity which directly or indirectly, controls, is controlled by or is under common control with such entity and the term “control” (including the terms “controlled by” and “under common control with”) in relation to an entity means the ownership of 51% or more of the voting securities in that entity;

“Authorised User(s)” means; (i) Per User Licence - the named individual(s) identified in the Order Form; (ii) Site License - all the Subscriber’s employees and/or other workers normally located at the physical site(s) specified on the Order Form; (iii) Enterprise Licence - all employees and other workers in the Subscriber Group;

“Derived Materials” means materials created by or on behalf of the Subscriber incorporating the Licensed Materials in combination with other information and/or data;

Enterprise License; this license permits all the employees and/or other workers of the Subscriber Group to access the Whatmedia Services and to use the Licensed Materials in the course of the Subscriber Group’s normal business. The addition of Affiliates to the Subscriber Group is subject to the prior written consent of Whatmedia. References in these terms and conditions to Subscriber includes the Subscriber Group provided that the Subscriber will be liable for acts and omissions of Affiliates as though such acts and/or omissions were the Subscriber’s own.

“Subscriber Group” means a corporate subscriber and its Affiliates as at the date of the Order Form;

“Unauthorised” in relation to a person means any person other than a Subscriber or any other person within or outside a Subscriber Group who is neither a Subscriber nor an Authorised User but excludes administrative and support staff who provide technical and other support services to a Subscriber or Authorised Users but do not otherwise use the Licensed Materials.

### 4. Passwords and Intellectual Property Rights

4.1. Passwords are for the personal use of the individual to whom they are issued and may not be made available to others for the purpose of using the Whatmedia Services. If Whatmedia suspects that a password is being used by an Unauthorised person it may cancel the password.

4.2 All intellectual property rights, including but not limited to copyright and database rights, in the Whatmedia Services and the Licensed Materials are and remain the property of Reed Business Information Limited, its Affiliates or third party licensors.

4.3 Subscribers and Authorised Users acquire no proprietary rights in the Whatmedia Services or the Licensed Materials and except as expressly permitted by these Conditions may not use the Whatmedia Service or the Licensed Materials in any way that infringes the intellectual property rights in them.

4.4 Subscribers and Authorised Users may not obscure or remove any copyright or other notices that appear on Licensed Materials extracted from the Whatmedia Services.

4.5 Subscribers and Authorised Users may within the terms of the applicable License create Derived Data and use such Derived Data in the course of the Subscriber's business provided that the Subscriber acknowledges Whatmedia as a data source in relation to all Derived Data.

4.6 Subscribers and Authorised Users may not make the Whatmedia Service, any part of the Licensed Materials or any Derived Data available to Unauthorised persons other than on an ad-hoc non-systematic basis in the normal course of the Subscriber's business.

4.7 Subscribers and Authorised Users may not, without Whatmedia's prior written consent, use any automated algorithm, device, method, system or software to access, use, search, copy, monitor or extract data or other content from the Whatmedia Services.

## **6. Verification and Audit**

6.1. The Subscriber shall, within 7 days of a written request from Whatmedia provide; (i) a list of all individuals who have access to the Licensed Materials; or (ii) a certificate signed by an officer of the Subscriber confirming that the Subscriber has complied in all material respects with these terms and specifically that the Licensed Materials have not been distributed or transmitted, in any form, to any Unauthorised person.

6.2. Whatmedia or any other person authorised by Whatmedia shall have the right, after giving written notice of ten clear days, to enter the Subscriber's premises during normal business hours and inspect the Subscriber's records relating to the use and distribution of the Licensed Materials. Whatmedia shall treat as confidential all information relating to the Subscriber's business that it acquires in the course of such an inspection. Whatmedia shall not exercise this right of inspection more than once in each calendar year.

6.3. If an audit performed by Whatmedia under section 6.2 reveals that the Subscriber is in breach of these terms and conditions the Subscriber will reimburse Whatmedia (i) the reasonable cost incurred by Whatmedia in performing the audit; (ii) all fees payable in relation to any Unauthorised person revealed by the audit as having access to the Whatmedia Services or the Licensed Materials; and (iii) interest on the above amounts from the date they become payable until the date of payment at the highest rate permitted by applicable law.

6.4. The rights of Whatmedia under this section shall continue for the term of the subscription and for 12 months thereafter.

## **7. Availability of Whatmedia Services**

7.1 Whatmedia shall use all reasonable endeavours in accordance with good industry practice to ensure that Whatmedia Services are available to Subscribers and Authorised Users excluding downtime for regular or emergency maintenance which shall be kept to a minimum.

7.2 Time is not of the essence in respect to the delivery of any particular Whatmedia Service or Licensed Materials and Whatmedia's sole obligation is to effect such delivery as soon as is practically possible.

## 8. Limitations on Liability

8.1 The Whatmedia Services and Licensed Materials are provided by Whatmedia on an 'as is' basis and Whatmedia excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose.

8.2 The total aggregate liability of Whatmedia to any Subscriber in connection with use of the Service or Licensed Materials (other than for death or personal injury caused by its negligence or that of its agents) shall not exceed the amount paid or payable by the relevant Subscriber for the then current subscription term.

8.3 The liability of Whatmedia to any Subscriber for interruptions to availability of the Whatmedia Service caused by circumstances within its control shall not exceed the amount paid by the relevant Subscriber for access to the relevant Whatmedia Service. The only obligation of Whatmedia in respect of interruptions caused by circumstances outside its control shall be to use all reasonable efforts to have the Whatmedia Service reinstated.

8.4 Whatmedia shall be under no liability for any failure, delay or omission by it arising from any cause beyond its control, including, but not limited to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, denial of service attacks, fire, civil disobedience, strikes, lock-outs and industrial disputes.

8.5 It is the Subscriber's responsibility to ensure that it has the equipment necessary to access the Whatmedia Services and receive the Licensed Materials.

8.6 **Important;** Data in the Whatmedia database relating to Media companies is supplied direct by the media companies themselves and updated on a regular basis. Whatmedia cannot guarantee that any particular piece of information is current on any particular date and users are advised to verify information, and prices in particular, with the relevant media.

## 9. Suspension and Termination

9.1 Whatmedia may without notice and without compensation suspend access to any Whatmedia Service by a Subscriber and/or one or more Authorised Users if the Subscriber is in default of its payment obligations or Whatmedia has reasonable grounds to suspect the Subscriber or such Authorised User (s) to be in breach of these terms and conditions.

9.2 Whatmedia may withdraw any Whatmedia Service by giving the Subscriber thirty (30) days written notice expiring at any time and a refund for the remainder of the relevant subscription period on a pro rata basis of the subscription fee already paid by the Customer.

9.3. On expiry of a subscription without renewal, or on termination of a subscription for any reason during the subscription term, the Subscriber shall cease all use of the Licensed Materials immediately.

9.4. Expiry or termination of a subscription shall be without prejudice to the accrued rights and obligations of the parties and, in particular, sections 2, 4 and 8 shall survive termination for whatever reason.