

TecPol Advertising Service Agreement

1.0 AGREEMENT

The TecPol Ads Service (TPAS) owned and operated by TecPol is provided to you ("Member/Client") under the terms and conditions of this Advertising Service Agreement and any amendments thereto and any operating rules or policies.

TecPol reserves the right, in its sole discretion, to change, modify, add or remove all or part of the agreement at any time.

TPAS reserves the right to modify the agreement at anytime and posting a new agreement on our website (<http://www.tecpol.co.uk/ads/tos.html>). If any modification to this agreement is unacceptable to you, your only recourse will be to terminate this agreement. Your continued participation in the Service following our posting of a new agreement on our site will constitute a binding acceptance of the change.

1.1 By accepting the terms and conditions of the TPAS, Member:

- a) Represents and warrants that he or she is 18 years old or older;
- b) Agrees to provide true, accurate, current and complete information about Member as prompted by the Account Registration Form; and
- c) Agrees to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Member is untrue, inaccurate, not current or incomplete, TPAS has the right to terminate Member's account and refuse any and all current or future use of the Service.

1.2 By creating account and purchasing package with TPAS you automatically agree with TPAS terms and conditions. If these terms and conditions or any future changes are unacceptable to you, you may cancel your account pursuant to Section 6.0 regarding termination of service.

2.0 By completing the registration, Member creates an Account. TPAS member accounts can function in dual roles as an advertiser and/or Publisher ("Publisher" and/or "Advertiser"). The dual role of an TPAS account gives member the ability to buy advertising on our network by providing funds and selecting sites to display text ads on in the TPAS network for specified periods of time in an advertiser role. Or use provided HTML code to display ads in rotator mood on Advertiser website.

2.2 Editorial Review - TPAS editors will review each website individually and has the right to reject the Publisher's website for any reason. Upon passing the editorial review, the advert will be displayed in the TPAS network or HTML code will be provided.

2.3 Technical Support - Members may receive technical help and resolve billing inquiries by emailing TecPol Technical Support at support@tecpol.co.uk.

2.4 Display Website Category, Description, Title and Preview page - Displayed content of customer's advert/website supplied by TecPol editors as seen fit to the TPAS is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose. Neither this agreement nor any documentation furnished under it is intended to express or imply any warranty that the TPAS program will be uninterrupted, timely or error-free. **TECPOL'S LIABILITY TO MEMBER SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY MEMBER TO TECPOL OVER THE COURSE OF THE EXISTING TERM. USE OF TECPOL SERVICE SUBMISSIONS:** By submitting material or web page listings to the TPAS (including information regarding the listing and or advertising) you are

irrevocably granting TPAS, its licensees, and any entities in the TPAS Distribution Network, the right to use all parts of the material, without limitation, including modifying it or using it commercially and authorizing others to do so. TPAS reserves the right to edit, refuse, reject or remove any website or listing at its discretion at any time from the TPAS network.

3.0 MEMBER REPRESENTATIONS Member/client affirms that he is the legal owner of the URL and/or advert specified in his account, an employee of the legal owner of the domain and/or advert, or has obtained express written permission from the legal owner of the domain and/or advert for use of the Directories Service with the domain and/or advert. Member expressly agrees to indemnify TPAS from any claims by any third party arising from use of the Directories Service with the specified URL and/or advert.

4.0 PAYMENTS. TPAS reserves the right to amend/change price for adverts on our network or HTML code at any time with 30 day prior notification to member which may be posted on the TPAS website or emailed to members/clients.

TPAS will refund Publisher the balance that is accrued in Publisher's account within 60 days of providing the claim for refund (if approved). Payment will be made by:

1. PayPal - if our client/member has got valid PayPal account
2. By Cheque - Checks will be paid in GBP and will be sent via Royal Mail to our client/member within approximately 7 days of the last day of each month.
3. By Direct Bank Transfer – if our client/member is resident of UK

5.0 TERMINATION

5.1 Either Member/Client or TPAS may terminate the Service with or without cause at any time and effective immediately and without prior notice. TPAS may terminate by a written or email notice to the member/client. Notices of termination initiated by Member/Client must be done through the TPAS online account management area or by email. TPAS shall not be liable to Member/Client or any third party for termination of Service. Should Member/Client object to any terms and conditions of the ASA or any subsequent modifications hereto or become dissatisfied with the Service in any way, Member's/Client's sole recourse is too immediately:

- 1) Discontinue use of the Service
- 2) Terminate Service subscription;
- 3) Notify TPAS of termination.

Upon termination of the Subscription, Member's/Client's right to use the Subscription services immediately ceases. Member/Client shall have no right and TPAS shall have no obligation thereafter to forward any information associated with Member's/Client's account. Any amounts paid for the month in which you cancel and any monthly fee(s) for any month expired before your termination is non-refundable.

6.0 Either party may terminate the TPAS subscription on thirty (30) days notice if the other party has materially breached or is otherwise not in compliance with any provision of the ASA, and such breach or noncompliance is not cured within such thirty (30) day period. TPAS reserves the right to IMMEDIATELY suspend any customer listing or website and customer access to the TPAS service until such breach or noncompliance is cured.

6.1 Termination for Illegal or Other Activity. Notwithstanding the foregoing, TPAS may, but has no duty to, immediately terminate Member/Client and remove it from TPAS servers if TPAS in its sole discretion concludes that Member/Client is engaged in illegal activities or the sale of illegal or harmful goods or services, or is engaged in activities or sales that may damage the rights of TPAS or others. Any termination under this Section shall take effect immediately and Member/Client expressly agrees that it shall not have any opportunity to cure.

6.2 Waiver. Member expressly waives any statutory or other legal protection in conflict with the provisions of this Section 6.

6.3 Deletion of Information. Upon termination, TPAS reserves the right to delete from its servers any and all information contained in Member's/Client's account, including but not limited to order processing information, mailing lists, and any data generated by the Software.

6.4 The provisions of Section 13.0 (Proprietary Rights), Section 12.0 (Indemnity), and Section 7.0 (Disclaimer of Warranties and Liabilities) of this Agreement shall survive any termination of the Agreement.

7.0 DISCLAIMER OF WARRANTIES AND LIABILITIES THE DIRECTORIES SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER THIS AGREEMENT OR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE TPAS SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE OR THAT THE SOFTWARE WILL PROVIDE UNINTERRUPTED, TIMELY OR ERROR FREE SERVICE. THE SECURITY MECHANISM INCORPORATED IN THE SOFTWARE HAS INHERENT LIMITATIONS AND MEMBER MUST DETERMINE THAT THE SOFTWARE ADEQUATELY MEETS ITS REQUIREMENTS, INCLUDING THE SECURITY USED TO PROTECT MEMBERS/CLIENT'S PASSWORDS. MEMBER/CLIENT ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT ITS OWN DISCRETION AND RISK AND THAT MEMBER/CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD TO CUSTOMER'S COMPUTER OF SUCH MATERIAL AND/OR DATA. MEMBER/CLIENT ACKNOWLEDGES AND AGREES THAT THE CONTENT OF ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT ITS OWN DISCRETION AND RISK AND THAT MEMBER/CLIENT WILL BE SOLELY RESPONSIBLE FOR REVIEWING THE CONTENT FOR OFFENSIVE OR DAMAGING CONTENT AND TPAS SHALL NOT BE LIABLE FOR ANY OFFENSIVE CONTENT OR DAMAGING CONTENT AND MEMBER/CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE CONTENT OF THE SERVICE, CONTENT FROM THE DOWNLOAD OR UPLOAD VIA ANY MEANS TO CUSTOMER'S COMPUTER OF SUCH MATERIAL AND/OR DATA. TPAS, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY LOSS OF BUSINESS, PROFITS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF TPAS IS AWARE OF THE RISK OF SUCH DAMAGES, THAT RESULT IN ANY WAY FROM MEMBERS/CLIENTS USE OR INABILITY TO USE THE SERVICES OR THE SOFTWARE, OR THAT RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE SERVICES OR THE SOFTWARE. TPAS'S LIABILITY TO MEMBER/CLIENTS SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY MEMBER TO TPAS OVER THE COURSE OF THE EXISTING TERM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8.0 MODIFICATIONS TO TERMS OF SERVICE

TPAS reserves the right to modify the ASA at anytime by TPAS posting a new agreement on our website. If any modification to this agreement is unacceptable to you, your only recourse will be to terminate this agreement. Your continued participation in the program following our posting of a new agreement on our site will constitute a binding acceptance of the change.

9.0 MODIFICATIONS TO SERVICE

TPAS reserves the right to modify or discontinue the Service with or without prior notice to Member/Client. TPAS shall not be liable to Member/Client or any third party should TPAS exercise its right to modify or discontinue the Service.

10.0 SUSPENSION OF SERVICE

TPAS reserves the right to suspend the Service with or without cause at any time and effective immediately. Suspension will be accompanied by written or email notice pursuant to Section 16.0 regarding notices.

11.0 NO RESALE OR ASSIGNMENT OF SERVICE

Member agrees not to resell or assign or otherwise transfer its rights or obligations under the ASA without the express written authorization of TPAS

12.0 INDEMNITY

Member/Clients agrees to indemnify and hold harmless TPAS and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including attorneys fees, made by any third party due to or arising out of Members/Clients conduct, Members/Clients use of the Service, the goods or services offered at Members/Clients website, any alleged violation of the ASA, or any alleged violation of any rights of another, including but not limited to Members/Clients use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with Members/Clients website. TPAS reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by Member/Clients, but doing so shall not excuse Members/Clients indemnity obligations.

13.0 PROPRIETARY RIGHTS

13.1 Software License. Member/Client acknowledges and agrees that the Service is intended for access and use by means of web browsing software, and that TPAS does not commit to support any particular browsing platform. TPAS reserves the right at any time to revise and modify the service, release subsequent versions thereof and to alter features, specifications, capabilities, functions, and other characteristics of the service, without notice to Member/Client. If any revision or modification to the service materially changes Members/Clients ability to conduct business, Members/Clients sole remedy is to terminate the ASA pursuant to Section 6 regarding termination of service.

13.2 TPAS Intellectual Property. Member/Client acknowledges and agrees that content available from TPAS or the Service, including but not limited to text, software, music, sound, logos, trademarks, service marks, photographs, graphics, or video, is protected by copyright, trademark, patent, or other proprietary rights and laws, and may not be used in any manner other than as specified in Section 12.1 above.

14.0 MEMBER PRIVACY

14.1 Member/Clients Information. TPAS maintains information about Member/Client and the Members/Clients Data on servers, including but not limited to Members/Clients account registration information, Member's/Client's customer order information, Members/Clients Website information ("Member/Clients Information").

14.2 Member/Clients agree that TPAS may disclose Member/Client Information in the good faith belief that such action is reasonably necessary:

- a) To comply with the law
- b) To comply with legal process
- c) To enforce the ASA
- d) To respond to claims that the Member/Client website is engaged in activities that violates the rights of third parties

e) To protect the rights or interests of TPAS or others; provided, however, that nothing in this section shall impose a duty on TPAS to make any such disclosures.

14.3 Password. Member/Client shall receive a password from TPAS to provide access to and use of the Software and Services. Member/Client is entirely responsible for any and all activities which occur under Members/Clients account and password. Member/Client agrees to keep its password confidential, to allow no other person or company to use its account, and to notify TPAS promptly if Member/Client has any reason to believe that the security of its account has been compromised.

14.4 Technical Access. Member/Clients acknowledge and agree that technical processing of Member/Client Information is and may be required:

(a) For the Service to function

b) To conform to the technical requirements of connecting networks

c) To conform to the technical requirements of the Service

d) To conform to other, similar technical requirements. Member/Client also acknowledges and agrees that TPAS may access Member's/Clients account and its contents as necessary to identify or resolve technical problems or respond to complaints about the Service.

15.0 FORCE MAJEURE Neither party shall be liable to the other for any delay or failure in performance under the ASA resulting directly or indirectly from acts of nature or causes beyond its reasonable control.

16.0 NOTICES Any notices or communications under the ASA shall be by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the addresses specified below. If to TPAS, such notices shall be addressed to support@tecpol.co.uk or 155 Greenham Road Newbury Berkshire RG14 7SY UK. If to Member/Clients, such notices shall be addressed to the electronic or mailing address specified when Member/Clients opens an account with TPAS

17.0 MAINTENANCE AND SUPPORT

17.1 Member/Client can obtain assistance with any technical difficulty that may arise in connection with Member's/Client's utilization of the Software or Services by requesting assistance by email to support@tecpol.co.uk.

TPAS reserves the right to establish limitations on the extent of such support, and the hours at which it is available.

17.2 Member/Clients are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for its access to and use of the Software and Services and Member/Client shall be responsible for all charges related thereto.

18.0 ENTIRE AGREEMENT The ASA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties.

19.0 GENERAL The ASA and the relationship between Member/Clients and TPAS shall be governed by the laws of the state of UK an EU without regard to its conflict of law provisions. Member and TPAS agree to submit to the personal and exclusive jurisdiction of the UK & European Superior Court. TPAS failure to exercise or enforce any right or provision of the ASA shall not constitute a waiver of such right or provision. If any provision of the ASA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the ASA remain in full force and effect. Member/Clients agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the ASA must be filed within one (1) year after such

claim or cause of action arose, or be forever barred. The section titles in the ASA are for convenience only and have no legal or contractual effect.

If you have any questions regarding the TPAS Advertising Service Agreement, please contact us at any time. Or write to us at:

TecPol

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United Kingdom