

TERMS AND CONDITIONS

1. General

These terms and conditions (“**Terms and Conditions**”) shall govern the relationship between Deca Media Group and the Publisher, whereby Deca Media Group offers to monetize internet traffic so as to allow Deca Media Group and the Publisher to earn money consideration for Sponsored Actions for the Advertisements displayed on the Publisher’s Platform.

2. Definitions and Interpretations

Where used in these Terms and Conditions, references to: (a) the “**Publisher**” means the individual or entity publisher responsible for the distribution of online advertising material on websites that are owned and/or controlled by the Publisher and that display the Advertisements (the “**Publisher Platform**”), and (b) “**Deca Media Group**” means DECA MEDIA GROUP LTD. and, as applicable, any of its directors, officers, shareholders, employees, advisors, contractors, subsidiaries and any of its affiliated corporate entities.

In addition, references to the following words shall have the meanings set out below:

- 2.1 “**Advertisements**” mean the Advertisements that are approved and provided by Deca Media Group to the Publisher for display on the Publisher’s Platform, which may include advertisements sent from Deca Media Group’ direct advertisers who have contracted with Deca Media Group to have their advertisements displayed on the Publisher Platform (“**Advertisers**”) and/or any third party that sources and supplies Advertisements to Deca Media Group for display on the Publisher Platform (“**Partners**”).
- 2.2 “**Deca Media Group Tools**” means Deca Media Group’ proprietary technology (including Deca Media Group’ software applications, tools and any related technology that provide Advertisements to a Publisher to monetize internet traffic and which allows the parties to earn money consideration for Sponsored Actions to the Advertisements displayed on the Publisher Platform), any hardware designs, algorithms, software (in source and object code), user interface designs, architecture, document type additions, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property throughout the world and also including any derivative works, improvements, enhancements or extensions of Deca Media Group Tools conceived, reduced to practice, or developed during the term of these Terms and Conditions.
- 2.3 “**Click**” means the act of a Publisher’s End-User clicking on an Advertisement and accessing the Publisher Platform hyperlinked to that Advertisement.
- 2.4 “**End-User**” means any bona fide internet user using the internet (excluding the use of spiders, web crawlers, any type of robot or other mechanical, artificial or automated means) who visits or browses the Publisher Platform or any component thereof in good faith and in a legitimate manner that is (a) not fraudulent, (b) not motivated, incentivized, or solicited by expectations of monetary or other gain, and (c) done in a manner that is legal or in accordance with good faith business practices and public policy, as determined by Deca Media Group at its sole discretion.
- 2.5 “**Impression**” means a single instance of displaying an Advertisement to an End-User on the Publisher Platform.
- 2.6 “**Net Revenue**” means the money amount that Deca Media Group receives from an Advertiser or Partner, less Operational Costs, based on the number of Clicks on Advertisements associated with that Advertiser or Partner, after applicable adjustments have been made to account for variables including taxes and Invalid Clicks.
- 2.7 “**Operational Costs**” includes (a) all costs associated with the set up and maintenance of the Services, and (b) all fees or commissions payable to third parties (including but not limited to the Advertisers and/or Partners) for sourcing or referring to Advertisements, the Publisher Platform or the Publisher.

- 2.8 “**Publisher Account**” means a unique account specific to the Publisher that is set up by and with Deca Media Group to organize and manage the Services and the activities related thereto as they pertain to the Publisher.
- 2.9 “**Reporting System**” means Deca Media Group’ web-based interface that allows viewing of information related to the Services and the Publisher Account and use thereof.
- 2.10 “**Restricted IP Address**” means an IP address for which Deca Media Group does not provide the Services or Revenue Share. Deca Media Group may amend this list at any time at its sole discretion.
- 2.11 “**Restricted URL**” means any URL that Deca Media Group identifies as a URL for which Deca Media Group does not provide the Services and/or Revenue Share. Deca Media Group may amend this list at any time at its sole discretion. A restricted URL may also be one where any of the following applies: (a) Deca Media Group does not have the right to (i) use or to associate data with that URL, or (ii) reproduce or distribute any of the content available at that URL; or (b) The URL (i) infringes or potentially infringes the intellectual property rights of any third party, (ii) violates any applicable law, regulation, or rule, (iii) is subject to a court order for an injunction or restraining order, (iv) is libelous, defamatory, or obscene or contains material that is any of the foregoing, (v) contains software, viruses, worms, or other code that is or may potentially be damaging or harmful to a party's computer system or stored information, (vi) is otherwise contrary to the intended use of the Services, or (vii) is requested to be blocked by any Advertiser or Partner.
- 2.12 “**Restricted Territories**” means any countries and/or jurisdictions that may be decided by Deca Media Group from time to time, at Deca Media Group’ sole discretion.
- 2.13 “**Revenue Share**” means the percentage of the Net Revenue, as determined by Deca Media Group at its sole discretion, which Deca Media Group shall provide to the Publisher in exchange for posting Advertisements on the Publisher Platform.
- 2.14 “**Services**” mean the Services that Deca Media Group provides to the Publisher hereunder to implement and facilitate the Publisher's use of Deca Media Group Tools, including provision or use of the Publisher Account, Reporting System, Revenue Share and any technical/customer support.
- 2.15 “**Sponsored Action**” means any action carried out by an End-User on or via the Publisher Platform in connection with Advertisements that is not an invalid action and that qualifies the Publisher for Revenue Share.

3. The Services

- 3.1 Deca Media Group will provide the Services with accordance to these Terms and Conditions and the Publisher's compliance thereof.
- 3.2 The Publisher may request amendments to the Services by delivering to Deca Media Group, in accordance with the notice provisions herein, written notice detailing the requested amendments. While Deca Media Group shall endeavor to accommodate the Publisher's requests, the Publisher understands, acknowledges, and agrees that requests for amendments to the Services may be rejected in whole or in part at Deca Media Group’ sole discretion.
- 3.3 Sponsored Actions on the Publisher Platform shall be at the sole discretion of the Publisher’s End-User. The Publisher is prohibited from, or instructing or allowing any third party, providing the End-User with any incentive to Click or generate false Impressions on Advertisements. The use of incentive programs and/or traffic exchange programs and/or anything of similar nature is prohibited.
- 3.4 The Publisher understands, acknowledges, and agrees that Deca Media Group may provide the Services to other parties and that such provision of Services to third parties may compete with the Publisher's own use of the Services.
- 3.5 The Publisher understands, acknowledges, and agrees that the delivery of Advertisements is an automated process and, consequently, certain materials may be displayed on the Publisher Platform that may be objectionable to the Publisher (for example, trademarked, illegal or adult

material). Upon written request from the Publisher, Deca Media Group shall take reasonable measures to remove content that is objectionable to the Publisher, but Deca Media Group cannot guarantee that all such requests can or will be met.

- 3.6 Deca Media Group shall provide the Publisher with access to the Reporting System in order to view records of the Publisher's activities. The Publisher understands and acknowledges that the Reporting System is for the Publisher's reference purposes only and that the data contained therein may not be current or accurate at the time of viewing by the Publisher. For the avoidance of doubt, the data contained in the Reporting System is subject to adjustments at any time by Deca Media Group at its sole discretion.
- 3.7 The Publisher may discontinue the Services by delivering to Deca Media Group written notice of such discontinued use. Discontinued use of the Services for any or all of Publisher Platform shall not terminate these Terms and Conditions; however, termination of these Terms and Conditions shall cancel and close all Publisher Accounts and all Services to the Publisher Platform in connection thereto.

4. Terms and Conditions

- 4.1 Following implementation of the Services into the Publisher Platform, the Publisher shall at all times act in good faith, in accordance with bona fide business practices, and undertakes to prevent spiders, bots or anything automatic of similar nature from crawling the webpages where Advertisements are shown.
- 4.2 The Publisher Platform shall be professional, proper and lawful under applicable legislation, rules, regulations or laws (including any laws relation to the content and nature of any advertising or marketing) and otherwise comply with the terms of this Agreement. Without derogating from the above, nothing in and/or relating to the Publisher Platform shall:
- 4.2.2 (i) pertain to alcohol, tobacco, firearms, adult or sexually oriented content or products, prostitution, illegal drugs, violence, profanity, expletives or inappropriate language, illegal conduct, illegal file sharing applications or software or devices; (ii) induce, promote or facilitate copyrights infringement; (iii) promote goods or services that enable the circumvention of copy protection technologies; (iv) promote websites, companies or services identified in writing by Deca Media Group from time to time as involved with any of the above; (v) contain pornographic, obscene or indecent materials in nature or, in Deca Media Group' sole discretion, might be deemed harmful to Deca Media Group' business reputation or the business reputation of Deca Media Group' Advertisers or Partners; (vi) offer or disseminate fraudulent goods, services, schemes, or promotions, including any make-money-fast or pyramid schemes; (vii) promote illegal activity such as copyright infringement, racism, hate, mail fraud, spam, pyramid schemes, or other advice not permitted under applicable law; (viii) promote or contain libelous, discriminatory or defamatory material, violate privacy rights, and/or be contrary to public policy or otherwise unlawful; or (ix) be otherwise unsuitable at Deca Media Group' sole discretion;
- 4.2.3 (i) infringe Deca Media Group' and/or the Advertisers' and/or Partners' and/or any third party's intellectual property rights, including but not limited to, illegal streaming and/or downloading; (ii) copy or resemble Deca Media Group' and/or the Advertisers' and/or Partners' and/or any third party's property in whole or in part; or (iii) disparage Deca Media Group and/or the Advertisers and/or Partners and/or any third party or otherwise damage Deca Media Group' and/or the Advertisers' and/or Partners' and/or any third party's goodwill or reputation in any way;
- 4.2.4 attempt to intercept or redirect (including via user-installed software) traffic from any online website;
- 4.2.5 use and/or includes any virus, Trojan horse or any other kind of malware;
- 4.2.6 violate the terms of use and any applicable policies of any search engines; or

- 4.2.7 advertise in territories which are Restricted Territories, and/or attempt to circumvent any restriction which Deca Media Group has put in place to prevent marketing and/or advertising in Restricted Territories.
- 4.3 The Publisher shall not generate internet traffic to the Publisher Platform by any of the following methods, as determined by Deca Media Group at its sole reasonable discretion: fraud; robotic computer program that runs automatically (such as spiders, web crawlers, and all types of bots); listings on newsgroups; toolbars; spam or other bulk electronic mailing where the recipients are not opted in; messenger programs or applications; chat room systems; iFrames; zero pixel frames; frames or windows displayed beyond the visible desktop; click farms or other similar methods; spy ware or other downloadable programs installed without the End-User's consent (collectively "**Prohibited Traffic**"). Notwithstanding any other provision in this Agreement to the contrary, if Publisher is found using or engaging in Prohibited Traffic, Deca Media Group reserves the right, at its sole discretion, to immediately suspend the Services, immediately terminate these Terms and Conditions, and/or seek any other remedy or recourse as Deca Media Group deems necessary, including withholding Revenue Share payments as of the date of the breach.
- 4.4 The Publisher shall not deliver or generate internet traffic from or to Restricted URLs and/or Restricted IP Addresses, as determined by Deca Media Group. The Publisher is solely responsible, and Deca Media Group is not responsible, for ensuring that internet traffic delivered or generated from or to URLs associated with the Publisher's Platform are not Restricted URLs. The Publisher is also solely responsible, and Deca Media Group is not responsible, for blocking out requests from Restricted IP Addresses.
- 4.5 The Publisher shall not entice, persuade, provide incentives, obligate, pressure, or otherwise attempt to cause any third party, including any End-User, to visit the Publisher Platform related thereto or click on any Advertisements thereon.
- 4.6 The Publisher shall not distribute or share any portion of the Revenue Share earned hereunder to any third party.
- 4.7 Sponsored Actions on the Publisher Platform shall be at the sole discretion of the End-User and the Publisher shall not, nor instruct and/or allow any third party to, provide the End-User with any incentive to Click or generate false Impressions on Advertisements. The use of incentive programs and/ traffic exchange programs and/or anything of similar nature is prohibited.
- 4.8 If Deca Media Group determines, at its sole discretion, that the Publisher has engaged in any of the activities that contravene the provisions of Section 4, Deca Media Group may, without limiting any other rights or remedies available to it, terminate these Terms and Conditions immediately with or without notice.
- 4.9 The Publisher shall not modify any of the Services in any way without Deca Media Group's prior written consent. The Publisher shall only use the Services in accordance with the terms of these Terms and Conditions, any guidelines provide to the Publisher from time to time and any applicable laws, legislation, rules and regulations.
- 4.10 The Publisher represents and warrants, and shall ensure at all times, that the Publisher is at least one of the following in relation to the Publisher Platform: (a) the owner and/or controller of the Publisher Platform; (b) the licensor of the Publisher Platform with authorization from the owner to use and/or control the Publisher Platform in the manner contemplated herein; or (c) an agent of the owner of the Publisher Platform and authorized to enter into these Terms and Conditions and use and/or control the Publisher Platform in the manner contemplated herein.
- 4.11 Deca Media Group reserves the right to request any documentation from the Publisher in order to evidence such rights of the Publisher.
- 4.12 The Services and all of Deca Media Group's intellectual property are solely owned by Deca Media Group. It is understood that the Publisher shall not gain any ownership or any other right in respect of the intellectual property rights in the Services and/or Advertisements. Without

derogating from the provisions of this Section 4.10, if the Publisher makes any amendment, addition, modification and/or derivative work in respect of the Services, any such modification, addition, amendment and/or derivative work will be solely owned by Deca Media Group and the Publisher will have no right or title in such modification, addition, amendment and/or derivative work in any way whatsoever.

- 4.13 The Publisher represents and warrants that it has the power and authority to enter into these Terms and Conditions and perform its obligations hereunder.
- 4.14 The Publisher shall have provided a privacy policy which complies with the applicable privacy protection legislation as well as a functional opt-out link to its End-Users and shall hold harmless Deca Media Group in respect of any claims raised by End-Users.
- 4.15 Deca Media Group shall provide the Publisher with access to the Reporting System to view records of the Publisher's activities. The Publisher understands and acknowledges that the Reporting System is meant for the Publisher's reference purposes only and that the data contained therein may not be current or accurate at the time of viewing by the Publisher. The data contained in the Reporting System is subject to adjustments at any time by Deca Media Group at its sole discretion.

5. Revenue Share & Payment

- 5.1 The Revenue Share shall be determined by Deca Media Group at its sole reasonable discretion or as otherwise agreed in a separate written instrument executed by the parties. All payments of the Revenue Share, whether payable or already paid, shall be subject to withholdings and/or deductions based on Deca Media Group' assessment of variables such as invalid activity and errors.
- 5.2 The Net Revenue shall be calculated after deducting Operational Costs, as determined by Deca Media Group at its sole reasonable discretion, from the gross revenue received by Deca Media Group from Advertisers and/or Partners.
- 5.3 Unless otherwise expressly stated herein, all money amounts referred to in these Terms and Conditions are in United States Dollars; the Publisher shall solely bear the losses or gains from fluctuations in foreign exchange rates, and Deca Media Group shall be responsible for payment in U.S. currency only.
- 5.4 Deca Media Group shall make payments to the Publisher of the Revenue Share for a particular calendar month approximately 45 days after the end of that calendar month. For Revenue Share amounts in a particular month that do not reach at least \$5,000 for wire transfer payments, such amount shall be rolled over to the following calendar month, and so forth, until the applicable minimum amount is reached and Deca Media Group shall pay the Revenue Share to Publisher at that time. The Publisher shall be responsible, and Deca Media Group shall not be responsible, for all applicable transactional fees (including wire transfer fees), which amounts Deca Media Group may deduct from any payment of the Revenue Share.
- 5.5 For the avoidance of doubt, and without derogating from the above, Deca Media Group retains full and absolute discretion in disregarding any event of fraud, abuse of any other action intended to increase the Revenue Share. Without derogating from the above, if the Publisher and/or any person and/or entity affiliated or associated with the Publisher or otherwise acting on its behalf, uses, inter alia, deceptive practices or automated means, the Publisher will forfeit all of the Revenue Share where part or all of them were associated or connected with such fraud as determined by Deca Media Group at its sole discretion, and Deca Media Group will be entitled to terminate these Terms and Conditions with immediate effect.
- 5.6 The Publisher may not, under any circumstance, deduct, set-off or withhold any sums due to Deca Media Group, if any.
- 5.7 The Revenue Share is inclusive of any taxes, levies and/or charges (including, but not limited to, VAT); if any taxes, levies and/or charges (including, but not limited to, VAT) are levied on

the Revenue Share, Deca Media Group is under no obligation to increase the Revenue Share in any manner whatsoever. Furthermore, if required under any applicable law, Deca Media Group has the right to withhold and/or deduct any taxes, levies and/or charges (including, but not limited to, VAT) from the Revenue share.

- 5.8 The Publisher shall keep and maintain complete and accurate records containing sufficient detail to enable Deca Media Group to verify that it has fulfilled its obligations in accordance with these Terms and Conditions. Such records shall be open to inspection by Deca Media Group during normal business hours upon 7 days' prior written notice to the Publisher during the term of these Terms and Conditions and for a period of seven years after the termination of this Agreement.
- 5.9 Under no circumstances shall the Publisher disclose to any third party any aspect of the Revenue Share between the Parties, in whole or in part, and the Revenue Share shall be considered Confidential Information as defined herein.

6. Term and Termination

- 6.1 These Terms and Conditions will enter into force and terminate in accordance with the provisions of the insertion order ("**Insertion Order**") provided by Deca Media Group to the Publisher; where the Insertion Order does not include provisions to this effect, these Terms and Conditions will enter into force upon the execution of the Insertion Order by Deca Media Group, and may be terminated without cause upon the delivery of a prior written notice of 30 (thirty) days by Deca Media Group or by the Publisher.
- 6.2 Deca Media Group may immediately suspend the Services or terminate these Terms and Conditions without being held liable by the Publish, if any Advertiser and/or Partner requests that Deca Media Group to take such action against the Publisher.
- 6.3 The following will apply upon termination of these Terms and Conditions: (a) the Publisher shall cease using the Services; (b) the Publisher shall cease all activities related in any way to these Terms and Conditions; (c) the Publisher shall return any and all confidential information to Deca Media Group; and (c) any Section which by the nature of its language is intended to survive the termination or expiration of these Terms and Conditions, including, but not limited to, Sections 4.8, 4.9, 4.10, 5.5, 5.6, 5.8, 5.9, 6 (Term and Termination), 7 (Disclaimer), 8 (Limitation of Liability), 9 (Indemnification), 10 (Intellectual Property), 11 (Confidential Information), 12 (Force Majeure), 13 (Governing Law and Jurisdiction) and 14 (General) shall accordingly survive such termination.
- 6.4 Deca Media Group may withhold payments of the Revenue Share payable until Deca Media Group has concluded its adjustments of the Revenue Share for variables such as, without limitation, chargebacks done against the Publisher by any End-User and/or third party, errors, fraud, invalid activity, and violations under the Agreement. Once the adjustments have been finalized to Deca Media Group' satisfaction, Deca Media Group shall pay to Publisher the Revenue Share payable to the Publisher within 60 days of termination or expiration of this Agreement.
- 6.5 During the term of the Terms and Conditions or, if longer, for the duration that the Services are used by the Publisher, and for a period of 1 calendar year thereafter, the Publisher shall not, either directly or indirectly or in any capacity jointly or severally, solicit, induce, recruit or encourage business, or attempt to solicit, induce, recruit or encourage business, from any Advertiser and/or Partner or any services competitive with the services contemplated by these Terms and Conditions.

7. Disclaimer

- 7.1 The Publisher understands, acknowledges, and agrees that the content in Advertisements transferred from Deca Media Group to the Publisher is generated by an automated process and/or by the Advertisers and/or Partners and that Deca Media Group is not responsible for any such content. It shall be the Publisher's sole responsibility, and not the responsibility of Deca

Media Group, to consistently monitor the Advertisements and to notify Deca Media Group of any content that is illegal or that the Publisher otherwise wants removed. Deca Media Group does not guarantee that Deca Media Group shall or can remove any content that the Publisher requests to be removed. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Deca Media Group have any liability or obligations arising from any Advertisements, any third party websites, or any content or information provided by the Advertisers, Partners, Publisher, Publisher's End-Users, or any other third party.

- 7.2 The Publisher understands, acknowledges, and agrees that Deca Media Group is in no way responsible for the registration, renewal, validity, maintenance, hosting or continued existence of any of the Publisher Platform.

8. Limitation of Liability

- 8.1 Deca Media Group is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of data or information and any direct or indirect loss which arises from any of these occurrences with respect to the Services and/or Advertisements. Deca Media Group is not responsible for any problems or technical malfunction of any internet or telephone network or lines, computer on-line systems, servers or providers, computer equipment, software failure of email on account of technical problems or traffic congestion on the internet. Deca Media Group shall not be responsible or liable in the event of systems or communications errors, bugs or viruses relating to the Services and/or Advertisements or which will result in damage to any hardware and/or software. Deca Media Group shall not be responsible or liable for any actions or omissions of internet service provider or any other third party with respect to the Services and/or Advertisements which are beyond Deca Media Group' control.
- 8.2 In no event will Deca Media Group be liable towards the Publisher, any End-User and/or any third party for any direct, indirect, incidental, punitive, special or consequential damages, including damages for loss of profits, business, revenue, economic advantage, data, equipment or network downtime, regardless of whether Deca Media Group was made aware of the possibility of the occurrence of such damages.
- 8.3 The Services and/or Advertisements are provided "as is", and neither Deca Media Group nor any of its directors, officers, shareholders, employees, advisors, contractors, agents, subsidiaries and affiliates make any warranty or representation, whether express or implied (whether by law, statute, or otherwise), including but not limited to implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, completeness or accuracy, non-infringement of third parties' rights or of applicable laws and regulation, or that the Services and/or Advertisements will be uninterrupted, timely, secure or error-free, or that defects will be corrected, or will be free of viruses or bugs or as to results or the accuracy of the Services and/or Advertisements.

9. Indemnification

- 9.1. The Publisher will indemnify and hold Deca Media Group and its directors, officers, shareholders, employees, advisors, contractors, subsidiaries and affiliates harmless against all direct and indirect claims, liabilities, damages, losses, obligations, injuries, penalties, claims, suits, actions, disbursements, costs, legal fees and expenses (whether actual or contingent) arising from: (i) the Publisher's breach of these Terms and Conditions; (ii) any of the Publisher's acts or omissions in connection with these Terms and Conditions; and/or (iii) any legal proceedings initiated by or on behalf any third party against Deca Media Group as a result of or in connection with the Publisher's acts or omissions in regard to these Terms and Conditions.

10. Intellectual Property

- 10.1. All elements of and pertaining to the Services, including but not limited to information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (the

“IP”) are the exclusive intellectual property of Deca Media Group and its affiliated parties in accordance with its discretion. Except as expressly authorized or licensed in writing by Deca Media Group, the Publisher may not copy, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the content, in whole or in part of the IP.

- 10.2. The Publisher may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about Deca Media Group and/or the Services (“**Suggestions**”). The Publisher understands that any Suggestions submitted to Deca Media Group by way of communication shall be non-confidential and shall become Deca Media Group’ sole property. Deca Media Group shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of any Suggestions for any purpose, commercial or otherwise, without any acknowledgment and/or compensation to the Publisher.

11. Confidential Information

- 11.1. Each party shall keep confidential and shall not disclose to any third party any and all proprietary information or confidential information disclosed to it by the other party, and/or relating to the Services, business, processes, practices, products, customers, accounts, finance or contractual arrangements or trade secrets of the other party and any information concerning the substance of any report, recommendations, advice and/or test (“**Confidential Information**”), and shall use such Confidential Information solely for the performance of its obligations under this Agreement. If either party becomes aware of any breach of confidence by any of its employees, agents, or sub-contractors it shall promptly notify the other party and give the other party all reasonable assistance in connection with any proceedings, which the other may institute against any such persons. The parties further agree to keep confidential and not to disclose to any third party, any of the terms of these Terms and Conditions.
- 11.2. The obligations in this Section 11 shall not apply to Confidential Information already known to either party prior to disclosure by the other party of Confidential Information to it, to information that is in the public domain or which becomes part of the public domain through no fault of the receiving party, or to any information that is required to be disclosed by law. Either party may disclose Confidential Information that has been approved in advance in writing by the other party for disclosure.
- 11.3. No press release in respect of the execution of these Terms and Conditions or any matters arising therefrom may be released by the Publisher in respect of this Agreement without the express written approval of Deca Media Group, save that the Publisher shall be entitled to make reasonable references to Deca Media Group and to the provision of the Services in its own corporate and marketing literature in connection with the promotion of the Publisher's business.

12. Force Majeure

- 12.1. The Publisher acknowledges and understands that if a force majeure event occurs and extends beyond Deca Media Group’ control, Deca Media Group shall have no liability to the Publisher, whether it be in contract, warranty, tort, negligence, or any other method of liability for failure to perform any obligations in accordance with the Terms and Conditions.

13. Governing Law and Jurisdiction

- 13.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales without giving effect to conflicts of law principles. The Publisher irrevocably agrees to submit, for the benefit of Deca Media Group, to the exclusive jurisdiction of the courts of London for the settlement of any claim, dispute or matter arising out of or concerning these Terms and Conditions or its enforceability and the Publisher waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

14. General

- 14.1. Deca Media Group reserves the right to modify, alter, or change these Terms and Conditions at any time at its own discretion, and the Publisher's continued use of the Services and/or Advertisements will be conditioned upon the Terms and Conditions in force at the time of the Publisher having used the Services and/or Advertisements. Deca Media Group suggests that the Publisher check regularly the most current version of the Terms and Conditions.
- 14.2. All notices pertaining to these Terms and Conditions will be given by email to the email addresses provided in the Insertion Order. Any notice sent by email shall be deemed received on the earlier of an acknowledgement being received or 48 hours from the time of transmission.
- 14.3. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between the Publisher and Deca Media Group under these Terms and Conditions. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in these Terms and Conditions.
- 14.4. The Publisher understands that Deca Media Group may at any time (directly or indirectly) enter into similar agreements to these Terms and Conditions with others on the same or different terms as those provided to the Publisher in these Terms and Conditions and that such terms may be similar, and even competitive, to the Publisher.
- 14.5. Except where the Publisher has received Deca Media Group's prior written consent, the Publisher may not assign at law or in equity (including by way of a charge or declaration of trust), sublicense or deal in any other manner with these Terms and Conditions or any rights under these Terms and Conditions, or sub-contract any or all of the Publisher's obligations under these Terms and Conditions, or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.
- 14.6. Whenever possible, each provision of these Terms and Conditions will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of these Terms and Conditions or any other provision hereof.
- 14.7. These Terms and Conditions embody the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties in relation to such subject matter. Each of the parties acknowledges and agrees that in entering into these Terms and Conditions, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in these Terms and Conditions.
- 14.8. A person who is not a party to these Terms and Conditions has no right to rely upon or enforce any term herein.