

Planit – Terms and Conditions

1. These Terms and Conditions

1.1 These terms and conditions apply to all services provided by us, Planit LGPM Limited (‘us’ or ‘we’) to you, the advertiser or client (‘you’). All Services and Client Data supplied by us are licensed and/or provided subject to these Terms and Conditions. These terms, together with any Order Form we supply constitute your Agreement(s) with us. Any Agreement will supersede any prior agreement and will contain the entire agreement and understanding of the parties. We will not be bound by any terms and conditions you supply to us or purport to issue.

2. Definitions

2.1 In these terms and conditions the following terms shall have the following meanings:

“**Campaign**” means any promotional marketing or sales campaign however delivered (whether by post, phone, email, text message or other format);

“**Campaign Creative**” means any and all visual, aural and verbal content of any Campaign or advertisement including text, copy, sound, video, graphics and other brand elements, privacy policies and terms and conditions;

“**Client Data**” means Leads and any other data or results supplied by us to you including data we have agreed to supply in accordance with the terms of the Order Form;

“**Leads**” means personal contact details and other data relating to an individual or household;

“**Order Form**” means the order form attached to these terms containing details of the services and data we have agreed to provide and other information;

“**Services**” means the services we have agreed to provide to you in accordance with the terms of the Order Form;

“**Publisher**” means any third party publisher, website, affiliate, platform, list supplier or other entity who: a) agrees to host marketing impressions on your behalf; or b) supplies data to you for the purposes of marketing; c) generates or supplies Leads to you; or d) agrees to supply any other data or services to you.

3. Services

3.1 We will perform the Services and deliver the Client Data in accordance with the Order Form and these terms and conditions, subject always to payment of our fees.

3.2 Please note that in all cases where we are dealing with a Publisher we are acting as your agent. You will remain at all times liable to any Publishers who we negotiate with or contract with on your behalf.

3.3 Time shall not be of the essence in relation to delivery of Client Data or other Services.

3.4 If requested we will de-duplicate and validate the Leads (and we may use a lead management system or service for this) but we will not undertake this service unless this has been specifically agreed with you.

3.5 Unless otherwise agreed we will supply to you all of the data we receive in response to a Campaign plus any other Client Data we have agreed to provide as set out in the Order Form. We will supply the Client Data to you in the format set out in the Order Form. You agree that volume of data, click-through or other response we expect to receive as may be set out in the Order Form is an estimate only and we do not guarantee any level of response.

3.6 You will be invoiced on the basis set out in the Order Form. If we have agreed a budget for a Campaign we will use our reasonable endeavours to close a Campaign once the agreed budget is reached but you agree to pay for any Client Data you accept or use (for a cost-per-lead campaign) or for any actions or impressions (for a Campaign based on cost-per-impression or cost-per-action) which exceed the agreed budget as set out in the Order Form, unless you have informed us in advance that you will not accept over-delivery.

3.7 Unless otherwise specified in the Order Form a standard Lead will comprise the following: first name, last name, address, address 1, postcode.

3.8 Unless agreed otherwise Leads are licensed to you only for a limited time single use only basis and you will not acquire any rights in respect of any Lead subject to the terms of clause 4.4.

4. Campaigns and Use of Data

4.1 You are responsible for all Campaign Creative and you must supply Campaign Creative to us in a timely manner.

4.2 In the event that we or your Publisher have agreed to draft Campaign Creative on your or publish a Campaign on your behalf we will send the Campaign Creative and details of the proposed publication to you for approval with a specified time for you to approve the Campaign Creative and the publication. If you do not notify us within the specified time the Campaign Creative and the publication will be deemed approved and you consent to us and the Publisher proceeding with that Campaign Creative and publication and we will not be liable for proceeding.

4.3 You agree that all Campaign Creative supplied to us for a Campaign and that all use of the Client Data by you will comply with all relevant legislation and codes of conduct in respect of marketing campaigns generally including the then current Direct Marketing Association guidelines, Advertising Standards Agency Code of Practice, the British Codes of Advertising and Sales Promotion Practice and all relevant Data Protection legislation and you agree to indemnify us and our Publishers for any breach of such legislation.

4.3 Unless we agree otherwise you will only be permitted to use the Client Data once and any such use must take place within 4 weeks of our delivery of the Client Data to you.

4.4 We or the Publisher will own all Client Data supplied to you save that you will acquire separate (but non-exclusive) rights to a given Lead once the subject of that Lead has purchased or ordered goods or services from you.

4.5 You agree that you will be subject to and agree to be bound by any additional terms which we agree with any Publisher on your behalf whether or not we have supplied such terms to you (copies of all Publisher terms are available upon request).

5. Price and Payment

5.1 You agree to pay our fees and charges as set out in the Order Form. All sums are exclusive of VAT. All invoices are due and payable by you within 30 days of the date of the invoice. As we are acting as your agent you are directly liable to Publishers for their fees, costs and expenses (and we are authorized to settle any such charges on your behalf from the funds you remit to us). You agree to indemnify us on a continuing basis in relation to any costs, claims, liabilities or expenses we suffer in relation to any non-payment by you.

5.2 Please note that our fees will be due in accordance with the following:

a) “**CPL**” or cost per lead basis means that fees will be due upon delivery to you of the relevant Leads;

b) “**CPA**” or “**Cost per acquisition**” or “**Cost per action**” basis means that fees will be due and payable when any Lead, individual or business agrees to purchase or, registration, obtain any goods or services (and in the event that any such person, at any time, cancels or terminates any such transaction then the fee will remain due and payable);

c) “**CPI**” or cost per impression basis means that the applicable fee will be due for each advertising impression;

d) “**CPM**” or cost per thousand or mille means that the applicable fee will be due for each 1,000 advertising impressions.

5.3 Our default commission rate is 20% and if we obtain the services of any Publisher on your behalf without agreeing a specified fee, then our default commission rate will be due. Unless otherwise agreed commission will be due on the total value of a Campaign (including all expenses and fees paid to Publishers or others in relation to a Campaign).

5.4 Certain expenses may be charged to you without applying commission (e.g. licence fees for affiliate marketing platforms we may engage on your behalf) and you agree to discharge such expenses but commission will be due on all costs and expenses unless we agree otherwise.

5.5 All sums due from you which are not paid on the due date (without prejudice to our rights under these terms) shall bear interest from day to day at the rate of 8% above Bank of England base rates from time to time.

5.6 You are not entitled to withhold payment of any sum otherwise payable to us by reason of any claim, set-off or for damages. During any period in which payments from you are overdue, we may suspend work.

5.7 If you wish to suspend or pause a Campaign you must inform us immediately. We will inform our Publishers as soon as possible following such request and the Publishers will be provided with 48 hours to cease sending communications or displaying impressions.

5.8 Please note that once a Campaign has been paused, suspended or has terminated clicks and Leads may continue to be generated. For the avoidance of doubt during any period where a Campaign has been suspended, paused or has terminated all fees and commission which are generated from a Campaign will remain due and payable. If some or all of the tracking links are broken for any reason whatsoever then the fees will be calculated by applying the campaign average conversion rate (up to the point

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of suspension, pause or termination) to the impressions or communications generated after such tracking links have been broken. If a Campaign is paused or suspended for longer than 10 working days, this will be deemed a cancellation and clause 7.2 will apply.

Liability

- 6.1 You must examine the Client Data on delivery and if there are any errors in the Client Data you must notify us in writing within 5 working days of Delivery, failing which you will be deemed to have accepted the Client Data. You must provide us with a copy of the disputed Client Data and an accompanying reason when notifying us of any errors in the Client Data.
- 6.2 **We will not be liable to you for any pure economic loss, nor will we be liable for any indirect, special or consequential loss you may suffer (in particular lost profit, lost opportunity, lost bargain or loss of reputation) arising out of or in connection with the provision of any goods or services by us to you.**
- 6.3 No warranty express or implied is provided by us in relation to the Client Data or the media on which the Client Data is provided including (but not limited to) warranties of accuracy, completeness, currentness, satisfactory quality or fitness for a particular purpose. Furthermore we cannot guarantee that the Client Data will generate any particular level of sales, interest or response.
- 6.4 **We are appointed as your agent to negotiate and agree contractual terms between you and Publishers. We are not a Publisher and we do not assume liability or responsibility for the acts of Publishers and you agree and accept that we are not liable for the acts and omissions of any Publisher (save to the extent that such acts and omissions arise directly from our negligence or wilful misconduct).**
- 6.5 **Our liability for any loss arising under this agreement in respect of any event or series of connected events shall not exceed the charges payable by you in respect of the Services to which the loss relates.**
- 6.6 Nothing in these terms and conditions will limit or exclude our liability for death or personal injury caused by our negligence or for any losses you suffer as a result of fraud or dishonesty on our part.

7. Termination

- 7.1 Either party may terminate an Agreement pursuant to these terms immediately in the event that the other party is in material breach of these Terms and fails to remedy such breach within thirty (30) days of written notice specifying the nature of such breach or in the event that the other party: (a) is unable to pay its debts; or (b) enters into liquidation; or (c) passes a resolution for a creditors winding up; or (d) enters into a composition in satisfaction of its debts or a scheme of arrangement with its creditors; or (e) suffers distress or execution over any part of its assets and undertaking or (f) suffers an application for an administration order in respect of that party or it suffers the appointment of an administrator, receiver or administrative receiver over all or any part of its assets;
- 7.2 In the event that you cancel any Order Form or any Campaign the following amounts will be due: £1,000 or a third of the total order value (whichever is greater) plus payment for all expenses incurred and the cost of all Client Data delivered to you (if any) will be payable by you. Any services that Planit have contractually committed to on your behalf will be invoiced in full in the event of an accepted cancellation (for example you may be committed to pre-paid fees for impressions or pre-paid postage costs for post Campaigns).

8. Covenants

- 8.1 You agree that during any period in which we are supplying Services to you, and for a period of 6 months starting after the date on which we cease supplying Services to you (the ~~Restricted Period~~), you will not engage the services of any Publisher for any direct or performance-based marketing purposes whose details we have disclosed to you, unless you can demonstrate that, in the 6 months prior to your engagement of such Publisher, you either had a contractual relationship with such Publisher or were in negotiations to enter into a contractual relationship with such Publisher (outside of any relationship with us).
- 8.2 In the event of any breach by you of clause 8.1 you agree to pay to us a fixed sum of damages equal to 25% of the aggregate costs, expenses, fees and charges paid or payable by you to such Publisher during the Restricted Period.

9. General

- 9.1 The benefit of this Agreement is personal to you and you will not be permitted to assign or transfer any of your rights under this Agreement without our express written consent.
- 9.2 Each party agrees not to disclose any confidential information obtained under or pursuant to this Agreement save in accordance with the terms of

this Agreement or as agreed in writing by the other party and to ensure that Confidential Information is disclosed only to such employees and agents as is required in order to perform its duties under this Agreement.

- 9.3 All notices must be in writing and delivered to an office or authorised representative of the party concerned or sent by registered mail to the respective address shown overleaf.
- 9.3 The invalidity or unenforceability of any provision in these terms will not affect or impair the validity of any other provision and failure by us at any time to enforce any one or more of the terms or conditions set out above will not prevent us from taking steps to enforce at a later date any right we may have under these terms.
- 9.7 This agreement is governed by English law and is subject to the jurisdiction of the English Courts.
- 9.8 This agreement sets out the entire agreement between the parties in relation to its subject matter. A purported alteration of this agreement is not effective unless it is in writing and is signed by both of the parties.
- 9.9 If we are prevented or delayed in the performance of any of our obligations under this Agreement by force majeure, and provided we give written notice to you specifying the matters constituting force majeure and specifying the period for which it is estimated that such prevention or delay will continue then we shall be excused performance or the punctual performance of our obligations from the date of such notice for so long as the cause of prevention or delay continues. For the purpose of this Agreement ~~force majeure~~ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond our reasonable control.