

## Marketing Solutions Specifications (2024)

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When you buy Marketing Solutions products from Us, your Agreement will be subject to this Marketing Solutions Service Specification below (“Marketing Solutions Service Specification”) and our General Terms and Conditions.

### Definitions:

Unless otherwise specified below the definitions in this Marketing Solutions Service Specification shall be as set out in the General Terms and Conditions:

“**Marketing Solutions**” shall include, but not be limited to, advertising services, the provision of lists, and digital content.

## 1. SCOPE OF THESE MARKETING SOLUTIONS SERVICE SPECIFICATIONS

This Service Specification will apply where You have purchased marketing solutions Products and / or Services.

## 2. COMPANY OBLIGATIONS

- 2.1 The Company will provide the Marketing Solutions, as set out in the Order, in each case using reasonable skill and care.
- 2.2 We will consult with You or Your nominated the representative on aspects of the Marketing Solutions where We deem it appropriate to do so.
- 2.3 The Marketing Solutions are personal to You, and We are not obliged to provide the Marketing Solutions (or any part of them) to any other entity or person.
- 2.4 Where the Company is unable to deliver any of the Marketing Solutions for any reason, it will inform the Client as soon as reasonably practicable. Such failure to deliver in accordance with this clause, shall not be deemed to be a breach of the Agreement.
- 2.5 The Company reserves the right, at its absolute discretion, to substitute alternative benefits in respect of the same Marketing Solutions to an equivalent value of the relevant Marketing Solutions without incurring any liability to the Client.

## 3. PROVISION OF THE MARKETING SOLUTIONS/INTELLECTUAL PROPERTY

- 3.1 The Client shall provide the information as outlined and agreed in the Order and Client Proposal.
- 3.2 The Company shall retain ownership of any and all intellectual property rights that may arise as a result of providing the Marketing Solutions and shall grant to the Client a non-transferable, revocable, royalty-free, non-exclusive licence of any and all such rights to the Client to use the same in accordance with the terms of this Agreement and the Order.
- 3.3 In complying with the provisions of Clause 3.2, the Client shall execute any such agreements and perform any such actions that may be necessary to effect such licences and shall bear any costs associated with the same.
- 3.4 Neither party will knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks, or do anything which will or may affect any registration of the other party's

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marks.

- 3.5 The Client grants to the Company a worldwide, non-exclusive, royalty-free, sub-licensable licence to use its Client Materials including but not limited to logos and trademarks for the duration of the Agreement and for a period of 12 months following the expiry of the Agreement for use in, but not limited to, any report produced in relation to the Marketing Solutions delivered and in any promotional materials for similar events.
- 3.6 The Client agrees that it shall not use Company marks or marks used in the promotion of the Marketing Solutions in such a way that in the Company's reasonable opinion suggests the formation of a partnership or trading agreement of any kind other for the purposes than delivering the Marketing Solutions, or that We endorse any part of the Client's business, trading name, style or otherwise.

#### **4. FEES, COSTS AND EXPENSES**

- 4.1 If You change the Client Materials at any time during the Term, You agree that the Company will not be obliged to make any consequential changes to Marketing Solutions materials unless You agree in writing in advance to meet the costs and expenses incurred arising from such change.
- 4.2 Unless otherwise agreed between the parties and set out in the Order, the Fees are payable in one instalment due and payable immediately on the date specified on the Order.

#### **5. CANCELLATION, AND INACTIVITY**

- 5.1 The Company will not be deemed to be in breach of this Agreement or otherwise liable to the Client for any failure or delay in performing its obligations under this Agreement where, in its commercially reasonable opinion (including on the occurrence of a Force Majeure Event which we reasonably consider may have an adverse effect on the commercial success of the Marketing Solutions) we decide to cancel or postpone the Marketing Solutions. In the event of such an event, the Company will give written notice to the Client of its decision as soon as reasonably practicable after the decision has been made.
- 5.2 In the case of cancellation of the Marketing Solutions in accordance with Clause 5.1 above, You will be entitled to elect to apply the Fees (whether or not the same has been paid to the Company) to alternative Marketing Solutions owned and managed by the Company, provided that the date of such Marketing Solutions is within six (6) months from the date of cancellation of the Marketing Solutions.
- 5.3 The Fees shall be refunded in full where suitable alternative Marketing Solutions are not available.
- 5.4 Other than by prior written mutual agreement, where the Client fails to provide the information, as set out in Clause 3.1, the Marketing Solutions shall be forfeited by the Client and the Company shall have no liability to the Client in this regard.
- 5.5 For the avoidance of doubt, where the Client forfeits the Marketing Solutions as set out in clause 5.4, the Fees shall remain payable in full.
- 5.6 The Marketing Solutions must be used in the month outlined in the Order. With prior written agreement, in exceptional circumstances there may be an opportunity to roll the activity over into the following month from the agreed initial delivery date of the Services, but this cannot be guaranteed. Any change requests must be received by the Company in writing. For the avoidance of doubt where the Client fails to use the Marketing Solutions, the Fees shall remain payable in full.

## 6. TERM AND TERMINATION

- 6.1 This Agreement will commence on the Commencement Date and will continue until completion of the Marketing Solutions, unless terminated early in accordance with its terms.
- 6.2 Where the Company terminates of this Agreement in accordance with clause 2.4, all outstanding Fees owing to us at the date of termination will be due and payable without deduction or set-off. Where termination occurs before You have received all the Marketing Solutions, the Company will charge such proportion of the Fees as is reasonable to reflect the value of the Marketing Solutions received by You prior to the date of termination.
- 6.3 Upon expiry or termination of this Agreement, the parties agree that:
  - 6.3.1 The Company's obligations to provide any further Marketing Solutions will cease with immediate effect;
  - 6.3.2 any licences granted to the Client pursuant to this Agreement will immediately cease; and
  - 6.3.3 You will destroy any and remove Company marks from any materials in Your possession.

## 7. DATA AND DATA SHARING (WEBINARS)

- 7.1 By completing the registration to attend an event, You acknowledge that we may contact You about relevant products and services based on legitimate interest via telephone or email. You will be able to opt out in all our future communications at any time.
- 7.2 We use a virtual event platform to deliver some of Our Marketing Solutions webinars) and manage Your access to it. Where applicable, You will receive emails via this platform with essential operational information and reminders of the benefits and how to log-in. As a Data Controller the virtual event platform uses AI to provide You with networking opportunities on the day and post-event. Such collection and use of your personal data by the virtual event platform is governed by their terms and conditions.
- 7.3 We work with relevant sponsors on all our Marketing Solutions webinars. Our sponsors are organisations within the field of interest of the event and will have relevant services or products to support attendees. We will provide information on the sponsors at the time of registration.
- 7.4 We share registrants name, job title, organisation and email with our sponsor under legitimate interests. Such information may be provided, under legitimate interests in advance of the event with our sponsors.

