

1. INTRODUCTION

This Agreement sets out the terms on which Top Executive Publications (“We” “Us” “Our”) provides either one year or one month’s worth, depending on your choice between the two service options, of access to top-contractconsultant.com or top-contractexecs.com. This Agreement consists of these Terms and Conditions and Our Privacy Policy.

This Agreement is made on the date you register with us for the service and by doing so confirm your acceptance of its terms and is made between (1) Top Executive Publications Limited, a subsidiary of Associated Newspapers Limited (Registered No. 5024121) and the legal entity described in the application form you have completed. (“You”, “the Customer”)

The following contract spells out what you can expect from us, and what we expect from you.

2. ACCESS AND SERVICES

Your right to access top-contractconsultant.com will last:

- i) one month from the date of purchase of your subscription in the event that you have purchased a monthly subscription
- ii) one year from the date of purchase in the event that you have purchased or renewed an annual subscription

3. FEES AND PAYMENT

We will charge you an upfront annual fee for using our system. You will be given the opportunity to pay by credit card when you sign up. You can cancel your account at any time, but you will not receive any refund of the annual fee if you cancel later than 7 days after registration. We reserve the right to change our fees at any time for any reason, but, whenever possible, we will give you at least one month's advance notice of such change.

4. SYSTEM RULES

You agree to be bound by certain rules which are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service. First, do not tell others your password or let your account be used by anyone except yourself. Second, do not attempt to log in more than once at the same time on any given account without specific permission of one of our operators. Third, while you should feel free to express yourself, you should respect other users of the system and not do anything to attack or injure others. Fourth, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

5. PRIVACY CONSIDERATIONS

Your communications on this system are, in most cases, viewed only by you and anyone to whom you address your message. However, as system operators, we may need to review or monitor your electronic submissions from time to time. In addition, we reserve the right to copy and distribute to third parties any information submitted by you into our system with the exception of your username/email and password.

6. PROPRIETARY RIGHTS

By posting messages, uploading files, inputting data, or engaging in any form of communication on our system, you are hereby granting to the public an unrestricted license to use, copy, modify, adapt or document in any form any communications, information or any underlying work in which you may possess proprietary rights, including but not limited to copyright rights. All users of the system are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices. You shall have absolutely no recourse against us as the system provider for any alleged or actual infringement of any proprietary rights to which you may claim ownership.

Your use of our system affords you access to many of the features of our system, but some aspects of our system remain within our exclusive proprietary control. We or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our system, many of the individual features, and the collective works consisting of sequences of all public messages on our system. You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition; you may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or disassemble any aspect of the system which we or our suppliers own.

7. LIMITATION OF LIABILITY

You must bear the risk of any liability relating to your use of our system. We would not be able to afford to operate this system if we were held accountable for every wrongful action by every Online subscriber. ACCORDINGLY, YOUR USE OF THE ONLINE SYSTEM IS ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH OUR SYSTEM, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

8. INDEMNITY

You shall defend and indemnify us and hold us harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by you or materials or information transmitted by you in connection with our system, leading wholly or partially to claims against us or our system by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

9. DISCLAIMERS OF WARRANTY

THE SYSTEM IS PROVIDED "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE.

10. CHOICE OF LAW

You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of the United Kingdom of Great Britain, and that any action arising out of this Agreement shall be litigated and enforced under the laws of the United Kingdom of Great Britain.

In addition, you agree to submit to the jurisdiction of the courts of the United Kingdom of Great Britain, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of the United Kingdom of Great Britain.

11. ACKNOWLEDGMENT

This Agreement represents the entire understanding between you and us regarding your relationship to Online and supersedes any prior statements or representations.