

## Terms and Conditions

Standard Conditions of Business – biz4Biz Ltd trading as biz4Biz

### INTRODUCTION TO TERMS AND CONDITIONS

These terms and conditions apply between all Users of this Website (including but not limited to Members), and biz4Biz, the owner of this Website. Additionally, these terms and conditions apply to the use of and where applicable, purchase of biz4Biz Products and Services, including but not limited to Membership Subscriptions and Events and the placing of Advertising and paid Editorial with biz4Biz. Please read these terms and conditions carefully, as they affect your legal rights.

#### 1. Acceptance of Terms

1.1 Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age. Your access to and use of the biz4Biz Website or Services is subject (unless expressly stated otherwise) exclusively to these terms and conditions. You will not use the Website for any purpose that is unlawful or prohibited by these terms and conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in these terms and conditions. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

1.2 biz4Biz reserves the right to change these terms and conditions without notice, and Users agree to be bound by such changes. It is the responsibility of Users to check these Terms and Conditions regularly for any changes.

1.3 If you are entering into these terms and conditions on behalf of your employer or acting as an employee, you warrant that you are authorised to enter into legally binding contracts on behalf of your employer. You further warrant that your employer agrees to be bound by these terms and conditions.

#### 2. Definitions and interpretations

2.1 Throughout these Terms and Conditions, the following words will have the following meanings set against them:

“Advertising” such individual media advertising campaign or programme of advertising that is purchased by the Client from biz4Biz.

‘Advertisement’ means advertising material of whatsoever nature submitted to biz4Biz by, or on behalf of the Advertiser including magazine advertising artwork, video and editorial, artwork for website banner adverts or artwork, video or promotional material for a biz4Biz event or designed to publicly promote activities including Campaigns and Programmes

“Advertising Agency” - individual or company instructed to act on behalf of the Client as an agent

“Attendee” any person attending an Event in person or who has access to an Online Event;

“biz4Biz” shall mean biz4Biz Ltd, Companies House Registration no 08098438 at our registered office address in Letchworth, Herts.

“Bespoke Training/In Company Training” bespoke training or advisory programmes, usually run on the premises of the client or on a digital platform, exclusively for the use of the client

“Client” any individual or company purchasing Advertising from biz4Biz

“Content” any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

“Copy Date” Agreed deadline to supply advertising materials by;

“Directories” shall mean the Members Directory and Suppliers Directory collectively

“Event” any live event hosted by biz4Biz, including but not limited to any training (online or physical), seminar, webcast, workshop, conference and awards event as the same may be attended in person or as an Online Event;

“Free Membership” is any Membership Product that is offered by biz4Biz free of charge in consideration for registering via the Website and agreeing to these terms and conditions;

“GDPR” General Data Protection Regulation or Data Protection Regulation, as required in UK & EU law on data protection and privacy for all individuals within the European Union and the European Economic Area, which came into force on 25 May 2018

“Let’s Work Together” any advisory or consultancy service, delivered by biz4Biz

“Member” Users who have an active subscription to a Membership Product

“Membership Product” Services and Content offered to Members in a subscription package upon registering as a Member depending on the specific Membership tier that has been purchased;

“Membership” a Member’s subscription package to a Membership Product, with particular reference to Let’s Work Together

“Online Event/Webinar” an Event at which Attendees do not attend in person, but are given access to a virtual Event online via various interactive tools, including live and on-demand video streaming, web conferencing and online training courses;

“Partner” third parties (who may or may not be Members or Users) who have licensed Third Party Content to biz4Biz in the form of Partner Downloads;

“Partner Download(s)” Third Party Content in the form of a Report created by Partners and which has been uploaded to the Website and available to Users on terms as specified on the relevant part of the Website;

“Privacy Policy” biz4Biz’s current Privacy Policy as the same may be amended from time to time and currently viewable here: <https://biz4biz.org/privacy-policy/>

“Programme” succession of Campaign(s) managed by biz4Biz

biz4Biz Associate Programme, comprising of client-side peer to peer membership proposition, referred to herewith in with general membership terms.

“Rate Card” our current price list for Advertisements as supplied by biz4Biz to Advertiser;

“Report” individual articles and reports available for download or viewing via the Website which may be subject to the payment of a one off fee, or available only as part of a Membership subscription;

“Sponsor” terminology whereby a ‘Client’ commissions any specific body of work, or supports any schedule event, which is managed and produced by biz4Biz;

“Sponsored content”; content produced by biz4Biz on behalf of a client brief or agreed concept

“Series Booking” two or more adverts booked in advance, in one order;

“Services” collectively or individually as appropriate, any product or service provided by biz4Biz including but not limited to any services listed on the Website, Reports, Advertising, Products, Membership Products and Events;

“Start Date” agreed date from which the first advertisement will be placed;

“Subscriber” the individual or company that orders an annual subscription product;

“Experts Directory” the directory of biz4Biz Expert profiles.

“User”, “Users”, “you” Any and all persons who access the Site and services provided by biz4Biz, including but not limited to Members

“Website” the website owned by biz4Biz Marketing with the url:<http://www.biz4Biz.org> and any sub-domains of this site, unless expressly excluded by their own terms and conditions.

2.2 In these Terms and Conditions, unless the context requires a different interpretation:

2.2.1. the singular includes the plural and vice versa;

2.2.2. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of these terms and conditions;

2.2.3. a reference to a person includes firms, companies, government entities, trusts and partnerships;

2.2.4. 'including' is understood to mean 'including without limitation';

2.2.5. reference to any statutory provision includes any modification or amendment of it;

2.2.6. the headings and sub-headings do not form part of these Terms and Conditions.

### 3. Intellectual property and acceptable use of Content

3.1 Content is available via biz4Biz and this Website on a free of charge basis and in consideration for a specified payment, as part of a Membership subscription and content included within the various products, articles and sections of the Website.

3.2 All Content included on the Website, unless uploaded by Users, Members or Partners or as stated otherwise, is the property of biz4Biz, our affiliates, licensees or other relevant third parties. By continuing to use the Website Users acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission;

3.3 Subject to clause 4 biz4Biz hereby grants to the User a non-exclusive worldwide licence for the duration of the Membership or in the case of a User who is not a Member, until biz4Biz may choose to revoke such licence, to download, store, use, reproduce, transmit, display, copy, and provide access to Content in accordance with the terms of the Membership (where applicable) and at all times only for the User's own information purposes and for the avoidance of doubt, not for any commercial or business purposes.

3.4 Notwithstanding any other rights or remedies available to it, biz4Biz shall have the right to terminate any licence granted to any User, to terminate any Membership (where applicable) or block a User from the Website in the event of any breach by such User of any of the terms and conditions of this licence.

Without prejudice to any rights granted herein, biz4Biz reserves the right to amend, edit or abbreviate or take down any Content at its discretion.

3.5 Notwithstanding the above, where a User is paying for additional premium content (by way of example, for Reports and/or as part of a Membership subscription) ("Pre-Paid Content") such Users acknowledge that their access to such Pre-Paid Content is conditional upon payment in accordance with the payment methods set out on the Website before access to such Pre-Paid Content is permitted, and no licence shall be granted until payment has been received in full for the relevant Pre-Paid Content. For the avoidance of doubt, all one-off fees payable for Reports shall be non-refundable, and the period of licence granted in such Content may only subsist for the duration of a User's Membership subscription.

3.6 Subject to clause 4 below, Users (whether in their capacity as Members or Users) are able to upload content or postings content at various places on the Website including via blogs, on the forums and comments sections, as well as the content they include on Member Profiles ("User Generated Content") and in doing so Users grant to biz4Biz a free of charge, worldwide perpetual licence in all media in such User Content. For the avoidance of doubt, Members acknowledge and confirm that all information they supply in their Member profile will be viewable by all Users of the Website via the 'Directories' section of the Website.

#### 4. Prohibited use of the Site by Users

4.1 Users are expressly forbidden to download, store, reproduce, transmit, display (including without limitation via an intranet or extranet site), copy, sell, publish, distribute, provide access to Content for any purposes other than as set out herein or to sub-license, rent, lease, transfer or assign any rights in Content, to any other person, commercially exploit or use Content for any unlawful purpose.

4.2 With regard to the uploading, or posting of User Generated Content, and use of the site more generally, Users may not use the Website for any of the following purposes:

4.2.1 in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

4.2.2 in any way which is harmful, unlawful, illegal, abusive, harassing, misleading, inaccurate, threatening or otherwise objectionable or in breach of any applicable law, regulation or governmental order.

## 5. Availability of the Website and Disclaimers

5.1 The Website and Services are provided "as is" and on an "as available" basis. biz4Biz gives no warranty that the Website or Services will be free of defects and/or faults. To the maximum extent permitted by the law, biz4Biz provides no warranties (expressed or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. biz4Biz is under no obligation to update information on the Website.

5.2 Whilst biz4Biz uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, biz4Biz gives no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

5.3 biz4Biz accepts no liability for any disruption or non-availability of the Website.

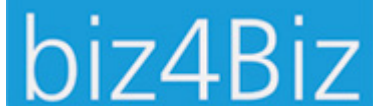
5.4 biz4Biz reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## 6. Limitation of Liability

6.1 Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

6.2 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

6.3 To the maximum extent permitted by law, biz4Biz accepts no liability for any of the following:



6.3.1 any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities

6.3.2 loss or corruption of any data, database or software

6.3.3 any special, indirect or consequential loss or damage.

## 7. Website Content and Services

7.1 Except as otherwise expressly agreed to by biz4Biz in writing, information regarding biz4Biz Products and Services is subject to change without notice.

7.2 Information about biz4Biz Products and Services made available on and/or through this Website shall not constitute a representation, warranty or other commitment by biz4Biz with respect to any product or service unless otherwise expressly agreed to by biz4Biz in writing.

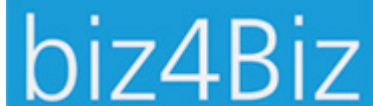
7.3 Without limiting the generality of the foregoing, biz4Biz hereby disclaims all warranties, expressed or implied, as to the accuracy, suitability for any purpose or completeness thereof.

## 8. Third Party Content

8.1 This Website makes available certain Content that has not been created by biz4Biz either via hyperlinks which may take Users to websites not controlled or maintained by biz4Biz, or as hosted via the Website whether or not such Content is available free of charge, to Members only or for a fee, for example Partner Downloads, Member profiles and other materials posted by other Users on the Website blogs and forums ("Third Party Content").

8.2 Any copying, distribution, reproduction, retransmission, or modification of any of the Third Party Content or any information or materials appearing in such Third Party Content, whether in electronic or hard copy form, is subject to the prior written permission of the author and publisher of such Third Party Content.

8.3 Third Party Content is not the responsibility of biz4Biz and Users acknowledge and confirm that biz4Biz has no control over the opinions, information, legality of products, or accuracy of facts or statements contained in such Third Party Content and furthermore biz4Biz cannot guarantee and makes no representation or warranty as to the accuracy, veracity, or completeness of any such information provided. Nothing contained within Third Party Content necessarily represents the point of view of biz4Biz.



8.4 biz4Biz cannot and does not confirm each User's identity, whether or not they are a Member. biz4Biz allows Members to give access to information about themselves to other Members but does not control the information provided by Users or Members.

8.5 In the event that you have a dispute or issue with one or more of the other Users, you agree to release unconditionally biz4Biz (and our officers, directors, agents, associates, subsidiaries and employees) from any and all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

8.6 Downloading some Third Party Content may involve biz4Biz sharing personal data collected during registration with the authors of such Third Party Content. Users who wish to download such Third Party Content should refer to our Privacy Policy prior to downloading. Users who do not wish to have their data shared in this manner should not download such Third-Party Content.

## 9. Membership

Users may become biz4Biz Members in order that they may gain access to additional content, including Third Party Content and Services in accordance with the website. In consideration for such fees (where applicable) as specified therein and agreement from Users to participate as a Member.

Subscription to any Membership Product is subject to acceptance of these terms and conditions, Privacy Policy and specifically the following:

9.1 In order to become a Member, Users are required to complete a registration form and pay a fee online. The User represents and warrants that the information given in that registration will be truthful, accurate and complete. biz4Biz will hold all such information in accordance with the terms of the biz4Biz Privacy Policy and it may be used to validate the User's registration for Membership.

9.2 Each Member's profile will automatically appear in the Members Directory, (and the Suppliers Directory where Members qualify for and opt for inclusion therein), and profile information will be published in accordance with the terms of biz4Biz's Privacy Policy. It is the Member's responsibility to maintain an accurate and up-to-date profile.

9.3 Free Membership commences upon registration, and shall continue until the Member gives notice pursuant to clause 9.7 below.

9.4 Any subscriptions to Membership Products are deemed to commence from the date of receipt of the User's completed order, registration form or online registration and then for the calendar year thereafter.



9.5 With the limited exception of Free Membership, all Membership Product subscriptions last 12 months, 1<sup>st</sup>. of January to 31<sup>st</sup>. of December but joining is available throughout the year from invoice date or, where immediate payment is required immediately online prior to the activation of membership and access to any Services, upon payment of such fee. As part of the subscription service, Membership will be automatically renewed for a following 12 months from the relevant end date.

9.6 Members shall be contacted, normally via email or phone to inform them of their automatic renewal and the date that such renewal will take effect (“Renewal Date”). If after 30 days of the relevant Renewal Date you have not cancelled, you will automatically be fully renewed and we shall await payment.

9.7 Members may cancel their renewal at any point throughout their annual subscription. Members may also cancel their renewal within 30 days of the Renewal Date, at no cost. To cancel any Membership Product, Members must inform biz4Biz in writing by emailing [secrariat@biz4Biz.org](mailto:secrariat@biz4Biz.org) or by writing to the registered office address. Any cancellation by Members must be in writing and a full refund will be given only if this is received by biz4Biz within 14 working days of the date of purchase. No refund shall be given if Members cancel a service part way through a subscription year.

9.8 Access to the “Lets Work Together” subscription is limited to Members and Client-side marketers [sometime referred to as inhouse marketers], whereas people employed by Agency or Vendors may only access content by invitation.

9.9 In all cases of membership, membership is purchased at a contact level and cannot be transferred to other parties throughout the entire 12-month period. Additional Company Memberships can be purchased per person if required.

## 10. Events: Conference, Webcast, Roundtables and Awards

The booking and attendance at all Events shall be subject to the following:

10.1 Payment Policy: Where payment is required to attend an Event, this must be made before the date of the Event. Late payment will result in a ‘late payment administration charge’. The relevant fees and payment methods are listed with each Event description, though is always subject to VAT for UK companies.

10.2 Attendee Substitutions: Entry to Events is permitted only to named individuals who have booked such entry. Should an Attendee wish to nominate someone else to attend in their place, they must contact biz4Biz using the specific contact details for that Event at least 48 hours prior to the commencement of the Event, or such other time as is reasonable in the circumstances. For the avoidance of doubt, should you nominate an alternative Attendee, you warrant and confirm that they will agree to the terms and conditions herein, or you shall remain primarily liable for such substitution Attendee.

biz4Biz reserves the right to refuse nominees attending the Event, without giving a reason for its decision.

10.3 Changes to Events: biz4Biz aims to deliver high quality Events in the manner in which they are advertised. However, it may become necessary to alter and/or change certain elements including by way of example the choice of speakers, venue, date and timings, although this list is illustrative and shall not be deemed to be exhaustive. biz4Biz shall, where reasonable and possible to do so, make such reasonable changes to Events if necessary, and shall inform Attendees of any such relevant changes in a reasonable time before the relevant Event. For the avoidance of doubt, biz4Biz shall not be in breach of contract if such changes are necessary, and Attendees shall not be permitted to obtain a refund of any fees payable.

10.4 Cancellations and Refunds: Once the Customer has confirmed purchase of a ticket, via, email, or via our website, there will be a 48-hour cooling off period, where refunds are permitted, after which all tickets for Events are non-refundable. They are, however, transferable, by name, to colleagues within the business, with written consent.

#### 10.5 Webcasts/Online Events

10.5.1 biz4Biz may require that Attendees access Online Events via a third-parties website channel. Attendees acknowledge and confirm that such access may require Attendees to be subject to any terms and conditions required by the owner of such third-party Channel ("Channel Owner") including any registration requirements, and their privacy policies.

10.5.2 biz4Biz accepts no liability for any error, fault, or interruption in the service of any Channel or Channel Owner.

10.5.3 In accordance with biz4Biz's Privacy Policy, Attendees' consent to our sharing the following information, in accordance with the statutory DPA requirements in force at the time.

(a) data from Attendee's Member profile, and/or collected upon registration to view the Online Event with the relevant Event Sponsors and Channel Owners

(b) details of the content you have viewed on that Channel and viewing times biz4Biz

(c) See privacy policy for details

10.5.4 For the purpose of this agreement, "Event Sponsor" means any third party who sponsors an Event in exchange for brand promotion, thought leadership opportunities, and the leads generated from the Event audience where applicable.

10.5.5 Attendees agree that the relevant Channel Owner or Event Sponsor may contact Attendees for such purposes as replying to Attendee queries, improving their services, conducting surveys, to deliver promotional material to Attendees. Event Sponsors receiving personal information from biz4Biz do not have any independent right to share this information. In registering with a Channel to view an Online Event Attendees agree that Attendee's personal and other information may be shared with the Event Sponsor and we encourage the Attendee to review the relevant Event Sponsor's own privacy policy to ensure the Attendee is satisfied with the provisions. Except as previously stated, biz4Biz does not control the activities of Event Sponsors or Channel Owners in the control and protection of personal information.

10.6 For the avoidance of doubt, no liability is accepted on the part of biz4Biz for any statements or opinions expressed (whether by Attendees, or speakers, or otherwise) at Events.

10.7 Event sponsorship and exhibition space: In all cases where an agreement of event sponsorship, incorporating exhibition space, not limited to fixed shell scheme, but also including space provided to a client to erect their own stand; the client must abide by the limitations of the agreement and space provided.

10.8 With regards to any sponsor, running a webinar programme or single event through any of our platforms they must agree to:

10.8.1 Whatever pre-agreed timelines, biz4Biz reserves the right to cancel the event, and offer no refund, if the client deviates from them and thus compromising the success of the event.

10.8.2 If the sponsor requests any delays to the project, which are agreed outside the terms of 11.7.1, from the pre-agreed timelines, then the client may be liable to a £250 per day charge, until the next event date. This will be paid in full before the event.

#### 10.9 Awards

10.9.1 Some areas of any awards website may require registration. By completing the initial registration form and by entering your personal details, you will be deemed to have accepted these terms and conditions. If you have registered with us and subsequently change your details, you should immediately notify us of any changes by emailing [entry@biz4biz.org](mailto:entry@biz4biz.org)

10.9.2 For the purposes of this agreement, "material" means material including, without limitation, text, video, graphics and sound material, published on the biz4Biz website, whether copyright of any biz4Biz awards programme, or of a third party.

10.9.3 You may download and print extracts from the material and make copies of these for your own personal and non-commercial use only. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on any biz4Biz awards programmes.

10.9.4 You must not reproduce any part of any biz4Biz awards programme or the material or transmit it to or store it on any other website or disseminate any part of the material in any other form unless we have indicated that you may do so.

10.9.5 We may allow you to distribute or reproduce other parts of any biz4Biz awards programmes or the material in certain circumstances. Please email [entry@biz4biz.org](mailto:entry@biz4biz.org) if you wish to apply for permission to do so.

10.9.6 If you want to submit material to us for publication on any biz4Biz awards programmes, you may do so on the following terms and conditions:

10.9.6.1 Publication of any material you submit to us will be at our sole discretion. We reserve the right to make additions or deletions to the text or graphics prior to publication, or to refuse publication.

10.9.6.2 You warrant to us that any material you submit to us is your own original work and that you own the copyright and any other relevant rights.

10.9.6.3 You warrant that the material you submit is not obscene, offensive, defamatory of any person or otherwise illegal.

10.9.6.4 You acknowledge that any breach of these warranties may cause us damage or loss and you agree to indemnify us in full and permanently against any third-party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses.

10.9.7 By entering the awards, entrants understand that the information they provide about their company (excluding, but not exhaustively, turnover and pre-tax profit information which will remain confidential at all times) may be used by any biz4Biz awards programme for marketing purposes at any time in the future.

10.9.8. Should a company be found to behave in an illegal, unethical or fraudulent manner, any biz4Biz awards programme reserves the right to revoke the company's status in the competition and including status from previous years. If this occurs we will contact the company in question to inform them of our decision, they will be removed from our website and will not be allowed to use their status logos on any of their company material.

## 10.10. Roundtables

10.10.1 Roundtables are considered an 'Event', governed by all terms and conditions covered within

10.10.2 With regards to any sponsor, running a roundtable programme or single event through any of our platforms they must agree to:

10.10.2.1 Whatever pre-agreed timelines, biz4Biz reserves the right to cancel the event, and offer no refund, if the client deviates from them, so compromising the success of the event.

10.10.2.2 If the sponsor requests any delays to the project, which are agreed outside the terms of 11.10.2.1, from the pre-agreed timelines, then the client may be liable to a £250 per day charge, until the next event date. This will be paid in full before the event.

## 11. Media Purchasing

All media and advertising placed with biz4Biz shall be subject to the following:

11.1 All Advertisements are accepted subject to biz4Biz's approval of the copy and to the space being available.

The Advertiser warrants that all copy submitted to the Publisher for inclusion in the magazine or the biz4Biz website (including any linked website) is legal, truthful, honest, and decent and otherwise complies with the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code) under the remit of the Advertising Standards Authority.

The Publisher reserves the right at any time in its absolute discretion to require the Advertiser to amend any artwork, materials or copy for and relating to any Advertisement or to cancel any Contract or to omit or suspend an Advertisement (for example if it is libellous, unlawful, defamatory, pornographic, socially unacceptable, insensitive, or otherwise contrary to editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or its servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the space reserved for the Advertisement in full notwithstanding that the Advertisement has not appeared. Such cancellation, omission or suspension shall be notified to the Advertiser as soon as reasonably possible.

The Advertiser warrants that any Advertisement in relation to financial services has been approved by an authorised person and complies with rules and guidelines published by the Financial Conduct Authority (FCA) and the Advertising Standards Authority (ASA).

11.2 biz4Biz reserves the right to omit or suspend any Advertising (or part thereof) at any time if biz4Biz holds the belief that publication may be unlawful, defamatory, put biz4Biz into disrepute, in breach of any Ofcom regulations, or Advertising Standards Agency (or like body) regulation or code, put it in breach of contract or infringes the copyright of a third party in which case no claim on the part of any Client for damage or breach of contract shall arise.

11.3 If biz4Biz considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Client would have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond biz4Biz's control. Every care is taken to avoid mistakes but biz4Biz cannot accept liability for any errors due to third parties, subcontractors or inaccurate copy instructions. In any event the Client acknowledges and confirms that its sole remedy for such inaccuracies in Advertisements will be for biz4Biz to use its reasonable endeavours to remedy such inaccuracies upon notice from the Client, where practicable. For the avoidance of doubt the Client accepts that Advertisements which have gone to print cannot be altered.

11.4 The Client warrants that the Advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British code of Advertising Practice. The Country of origin (other than the United Kingdom) of goods advertised must be shown in advertisements if so required by statute or statutory or other regulations.

11.5 The Client will indemnify biz4Biz fully in respect of any claim made against biz4Biz arising from biz4Biz's publication of any Advertisement or part thereof arising from a breach of any term, condition, undertaking or warranty given hereunder or otherwise to biz4Biz. biz4Biz may consult with the Advertiser as to the way in which such claims are to be handled and may require the Client to enter as a party to any claim.

11.6 Advertisement rates are subject to revision at any time; orders are accepted on the price at the time of purchase.

11.7 If a Client cancels the balance of a contract for any media programmes, the Client relinquishes any right to any bulk package discount to which they may previously have been entitled and media will be paid for at the adjusted current rate card.

11.8 Accounts are due for settlement within 30 days of the commencement of publication of the Advertising. In the event of any account becoming overdue, biz4Biz reserves the right both to suspend Advertising until such time as the sum owing is paid and to reduce any commission otherwise allowed to Advertising Agencies, Associates or other relevant intermediaries.

11.9 Advertisement copy should be supplied by the Client in accordance with the mechanical data / artwork specifications stated on the website rate card. Charges will be made to the Client or his Agent where the printers are involved in extra production work owing to acts or defaults of the Client or his Agent. These charges will be at the rate agreed prior to commencement of Advertising.

11.10 If copy instructions are not received by agreed Copy Date no guarantee can be given that proofs will be supplied nor corrections made and biz4Biz reserves the right to repeat the most appropriate copy, or insert, a house advertisement for which the Client will be invoiced.

11.11 Total amount payable, by the Client, within the 30-day period, will be written in the 'Gross Payment' section of the order form invoice. Series bulk discount purchases must be paid in one payment, 30 days after invoice, unless otherwise stated.

11.12 In the case of the Client's failure to make complete payment within 30 Days of the invoice date this will result in cumulative monthly interest, at a rate of 10% per month from the invoice date. This will be added to the gross amount. If at any time legal fees and costs are incurred as a result of obtaining payment from the Client, those costs will be charged back to the Client.

11.13 Client's materials which may be delivered to biz4Biz including but not limited to property and artwork are held by biz4Biz at the Client's risk and should be insured by them against loss or damage from whatever cause. biz4Biz reserves the right to destroy all artwork, which has been in its custody for twelve months from the date of its last appearance.

#### 11.14 Sponsored content

11.14.1 All content produced will have joint IP, between the Client and biz4Biz.

11.14.2 With regards to any sponsor, running a sponsored content programme through any of our platforms they must agree to:

11.14.3 Whatever pre-agreed timelines, biz4Biz reserves the right to abandon the content, and offer no refund, if the client deviates from them, so compromising the success of the publication.

11.14.4 If the sponsor requests any delays to the project, which are agreed outside the terms of 11.14.3, from the pre-agreed timelines, then the client may be liable to a £250 per day charge, until the next event date. This will be paid in full before the event.

## 12 Pricing

Prices for any biz4Biz Services or Products are subject to change without prior notice. biz4Biz aims to regularly update all publicly available sources of price information via the Website to ensure accurate information available to you when you order.

The description and price of any Service purchased hereunder will be confirmed in biz4Biz's online purchase system and any subsequently downloaded despatch note and/or invoice.

## 13 Payment Policy

Unless specified herein or at point of purchase to the contrary, biz4Biz invoices for any Service are due for payment 30 days from their date. biz4Biz reserves the right to charge for costs and expenses incurred in recovering late payments, and to charge interest on overdue amounts at the rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation, as at the due date.

## 14 General

14.1 Dependence on biz4Biz Services: The contents of any biz4Biz Services or the Website do not constitute advice and should not be relied on in taking, or refraining from taking, any decision or action. Under no circumstances shall biz4Biz be liable for direct, indirect, or incidental damages resulting from your use of information, commentary, advice or other content on the Website or Services. You agree to indemnify biz4Biz against any actions, claims, proceedings, or liabilities arising from your use of the Website or Services.

14.2 Data Protection: biz4Biz may use personal information which biz4Biz holds about Users to provide biz4Biz Products and Services to Users, for credit control and market research purposes and to inform Users about biz4Biz Products and Services, legal developments and training sessions or Events which we believe may be of interest to Users. For further details please consult our Privacy Policy

14.3 Force Majeure: If by reason of labour dispute, strikes, inability to obtain labour or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, such that biz4Biz is unable to perform in whole or in part its obligations set forth in these terms, then biz4Biz shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make biz4Biz liable to any other party.

14.4 Users may not transfer any of their rights under these terms and conditions to any other person. biz4Biz may transfer their rights under these terms and conditions where biz4Biz reasonably believes Users' rights will not be affected.



14.5 These terms and conditions may be varied by biz4Biz from time to time. Such revised terms will apply from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the current version.

14.6 These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms and Conditions.

14.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no third party will have any right to enforce or rely on any provision of these Terms and Conditions.

14.8 If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions will not be affected.

14.9 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14.10 Governing Law and Jurisdiction

15 GDPR – Data Protection Act (DPA)

15.1 Under GDPR we are not required to obtain consent if we have a lawful basis of 'legitimate interest' for collecting and sharing data.

15.2 With regards to sharing Event “online or offline” delegate data with session sponsors, we state clearly on our Events Websites the following: "When you register for any of our partner sessions, your data will also be shared after the event with the partner hosting that session, who may contact you with further relevant information. For more information on how we process your personal data please see our Privacy Policy."

15.3 When delegates are enabled to register for partner sessions, we will state clearly on the registration page the name of the Event partner with whom we will be sharing their data.

15.4 With regards to exhibitors, we provide exhibitors with scanners so they can request permission to collect data from visitors to their stands. We state clearly on our events websites that: "We provide our event exhibitors with scanner equipment to collect and use data from visitors to their stands. It's entirely voluntary for you to provide this data."

15.5 On receipt of any data obtained from biz4Biz, as per any sponsorship agreements, the client is expected to use that data within the framework of the DPA/GDPR regulations and legitimate interest.

15.6 The client must only continue to communicate with that contact, within the same content narrative, at the point where that data was harvested. biz4Biz will not be liable for any consequences which might befall the client if they subsequently communicate on any other narrative.

15.7 In line with DPA/GDPR regulations, in advance of any scheduled broadcast, the newly procured list of contacts will need to be sent a specific email, acknowledging the source of the data, giving them the intent of their data usage and offering them the option to opt-out of future communication.

16 Event refund and cancellation policy:

16.1 In the case of all biz4Biz “Events” including but not exclusively the awards, all tickets and “sponsorship” purchased are non-refundable, at point of purchase. No tickets are transferable to other events. No “credits” are transferable to other events.

16.2 biz4Biz reserves the right to cancel any events. If, for any reason, the Event is postponed, the venue or format is forced to change and if the event is postponed within a reasonable timeframe, with similar content, the delegate contract will remain valid and roll over to the new date.

16.3 Event sponsorship and exhibition space: In all cases where an agreement of Event sponsorship, incorporating exhibition space, not limited to fixed shell schemes, but also including space provided to a client to erect their own stand; the client must abide by the limitations of the agreement and space provided. All event sponsorship agreements will be in writing and cannot be broken by the client. biz4Biz reserves the right to cancel any Event sponsorship contracts. If, for any reason, the event is postponed, or is forced to change the venue or format, and if the event is postponed within a reasonable timeframe, with similar content, the sponsorship contract will remain valid and roll over to the new date.