



These are your terms and conditions ("**Terms and Conditions**") which govern your use of the Specle publisher specification and advertisement delivery system (the "**Specle Service**") available on specle.net (the "**Website**"), unless agreed otherwise in writing with Specle Limited, who offer the Specle Service. Specle Limited is a company registered in England and Wales with company number 05981666 and having its registered office at 20 Upper Ground, London, SE1 9PD. When we refer to "**you**" and "**your**" in these Terms and Conditions we mean the user of the Specle Service. When we refer to "we", "us" and "our" we mean Specle Limited.

By clicking to accept these Terms and Conditions during the account registration process ("**Registration Process**") you will become a registered user of the Specle Service and these Terms and Conditions will form a legally binding contract between you and us. Where you enter into these Terms and Conditions on behalf of your employer you warrant that you have the authority to do so.

1. **USER ACCOUNTS**

- 1.1 In order to use the Specle Service you are required to complete the Registration Process to set up a user account ("**Account**") via the Website. As part of the Registration Process you will be required to submit a valid e-mail address and telephone number and a password which you will use to login to your Account in future ("**Login Details**"). Once you have successfully completed the registration process we will send you an e-mail to the address you have registered confirming that your Account has been activated. You may begin using the Specle Service as soon as your Account has been activated.
- 1.2 In order to prevent any unauthorised person making use of your Login Details you should ensure that you keep them secret and confidential and under no circumstances should you share them with any other person. You will be fully responsible for any accidental or unauthorised disclosure of your password to any other person and shall bear the risk of it being used by unauthorised persons without your consent. If you believe that your Login Details have been misused or if you believe that the security of the Website has been compromised in any way you should notify us immediately.
- 1.3 You must not use your Account to send or post any material which is obscene, indecent or unlawful or upload any files that contain software or other material protected by intellectual property laws (or by rights of confidentiality or privacy of publicity, where applicable) unless you own or control the rights thereto or have received all necessary consents. You agree not to upload any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website, the Specle Service or our equipment or systems.
- 1.4 We reserve the right to deny or restrict access to your Account or to revoke access to your Account at any time. If you forget your password you can use the Help "I forgot my password" section specle.net/session/forgotten of the Website to be e-mailed a reminder.

2. **THE SPECLE SERVICE**

- 2.1 The Specle Service provides a web-based mechanism for you to send advertisements to print publications that are listed in the Specle database. In order to search the Specle database you should first open an Account.
- 2.2 Where you wish to use the Specle Service you should upload a PDF of your advertisement (a "**File**") to the Website. It is your responsibility to ensure the accuracy and completeness of any File. Once you upload a File we will run checks to determine



whether it is of an appropriate standard for publication using our own verification checks.

2.3 While we make every effort to ensure that the quality of the File is of the required standard, the standards imposed by publishers may be different to those which we check against and we cannot guarantee that a File which you send using the Specle Service and which passes our validation checks will be accepted by the publication, or publications, to which it is to be sent.

2.4 When the Specle Service indicates that your File has been accepted, it means no more than that it has been received by the publication. You acknowledge that the Specle Service is only for delivery of Files to a publisher and that in particular we cannot control what a publisher does with the File once delivered to it, the quality of the final publishing, or the failure by the publisher to publish the final advertisement. Any File you submit using the Specle Service may also be subject to the relevant publisher's terms and conditions.

3. **FEES**

3.1 Fees for the Specle Service are charged per File you upload using the Specle Service and each File shall contain only one advertisement.

3.2 The fee for processing each File is set at a flat rate. The flat rate does not limit the dimensions or destination of the advertisements contained in the File that may be sent. Where you upload a File using the Specle Service but it is not delivered to a publication, provided this is not due to our act or omission, we reserve the right to charge for the File and for any additional services that have been contracted (e.g. file fix-ups where there is a remediable fault with the File).

4. **PAYMENT**

4.1 Where you use the Specle Service we will send you an invoice to the e-mail address registered for your Account within thirty (30) days. Payment of the invoice is due within twenty-one (21) days of the date of the invoice. In a small number of cases we may call you to arrange payment of the balance due, either instead of, or in addition to e-mailing you an invoice for your use of the Specle Service. Where you fail to pay an invoice by the due date we reserve the right to freeze your Account until full payment is received.

4.2 In the early stages of opening an account and sending files, Specle reserves the right to call or communicate with you to verify your details and payment capabilities. In some cases Specle may demand an early payment if there are a large number of files sent before allowing you to continue.

4.3 Payment may be made by cheque, credit card, debit card or BACS.

5. **AVAILABILITY**

5.1 The Specle Service is an Internet-based service. While we will make all reasonable efforts to ensure the availability of the Specle service we make no representations or warranties that your use of or access to the Specle Service will be uninterrupted or error-free. We do not accept any responsibility for interruptions to the availability of the Website or the Specle Service and we shall not be liable for any loss, damage, expense, costs, delays or other liability whatsoever (including without limitation any financial losses such as loss of profit) which you may incur as a result of the Website, any part of it, or the Specle Service, being unavailable at any time for whatever reason.



6. **SUPPORT**

- 6.1 Our customer service desk is open from 9.30 am GMT until 5.00 pm GMT, Monday to Friday, (excluding any day which is a public holidays in the UK) to respond to your queries concerning your use of the Specle Service. Customer support includes telephone support and email support.
- 6.2 In the instance of telephone support, we reserve the right to limit the duration of calls to 10 minutes each to allow our staff to assist other users. Specle Service support is not available during weekends or during public holidays.

For email queries please contact us at support@specle.net.

7. **OWNERSHIP**

- 7.1 You acknowledge that use of the Specle Service will provide you with access to copyright and other proprietary material and you acknowledge that these rights and any goodwill in or relating to the contents of the Website or to the form, creation, arrangement or design of the Specle Service, belong either to us or our third party licensors, unless otherwise stated. In particular, any trade marks displayed may be registered and nothing contained in these Terms and Conditions or on the Website should be construed as granting any licence or right to use any of the trade marks without our prior written permission.
- 7.2 By submitting the File to us, you grant us a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use the File in order to provide the Specle Service. You hereby agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material and to grant us the license rights set out in this paragraph 7.2. You agree to indemnify us against all liabilities, losses, demands, damages, costs, claims, expenses (including legal expenses) and interest suffered by us, including payment of compensation to a third party and its expenses in settling such third party claim, as a result of any failure by you to comply with your obligations in accordance with this paragraph 7.2.
- 7.3 The Website may contain links or references to other websites maintained by third parties. Such links are provided solely as a convenience to you. We are not responsible for the content of any websites that have links with specle.net, or for the legal consequences of your entering into any contracts with third parties.

8. **EXCLUSION OF WARRANTIES**

- 8.1 We do not give any warranty in relation to the condition, accuracy, suitability or quality of the Specle Service or our Website.
- 8.2 We assume no liability for any File processed by the Specle Service which does not meet the required standard of the recipient publisher or which is rejected by them.
- 8.3 While we endeavour to deliver Files to you within the prescribed timescales we assume no responsibility for the timeliness of performance of the Specle Service or delivery of a File to the designated publisher.
- 8.4 We shall not be liable to you if the Specle Service is used in a manner in breach of these Terms and Conditions.



8.5 Except as expressly provided in these Terms and Conditions, all implied warranties are excluded to the fullest extent permitted by law.

8.6 In connection with any File you submit to us, you represent and warrant that you own or have the necessary licences, rights, consents, and permissions to use and upload such File and are entitled to provide such File to us in connection with the Specle Service.

9. **LIMITATION OF LIABILITY**

9.1 In no event will we be liable to you or any other person for any loss of profits, loss of savings, loss of data, or any other special, consequential or incidental loss or damage arising out of or relating to these Terms and Conditions, or any other information, product or services furnished by us under these Terms and Conditions or the use thereof, even where we have been advised of the possibility of such loss or damage. Our aggregate liability in connection with any claims howsoever arising out of or relating to these Terms and Conditions, or any other information, products or services furnished by us under these Terms and Conditions will in any event be limited to the amount two hundred and fifty pounds (250) pounds sterling per claim or series of claims. Nothing in these Terms and Conditions shall operate to relieve us from liability for death or personal injury caused by our negligence or that of our employees or agents or any other liability that cannot be excluded by law.

10. **DATA PROTECTION**

10.1 If and to the extent that we process any personal data in connection with the Specle Service you acknowledge that we will be acting as a data processor on behalf of you, the data controller. Before sending such personal data to us you should ensure that it has been collected and provided in accordance with the Data Protection Act 1998 and that you are entitled to share it with us. For the purposes of this paragraph 10.1 the terms "data controller", "data processor", "personal data", and "process" shall have the meaning ascribed to them in the Data Protection Act 1998 and the term "processes" shall be construed accordingly.

10.2 To find out more about how we use your personal information please see specle.net/privacy_policy.

11. **PRIVACY**

11.1 On visiting the Website cookies will be sent to your computer. We use these cookies to keep track of your browsing patterns. Whilst you can set your browser not to accept cookies there may be certain parts of the Website which are inaccessible if cookies are not enabled on your computer. We may use also web beacons in combination with cookies on the Website, in our emails to help us to understand how you interact with the Website and enable us to measure the effectiveness of the Website and its advertising.

11.2 To find out more about web beacons and cookies and how to delete them please click on the following link www.allaboutcookies.org.

12. **GENERAL**

12.1 We reserve the right to make changes to these Terms and Conditions and to the Specle Service at any time. Any such change to the Terms and Conditions will be effective once published on the Website. You should check the Terms and Conditions periodically to ensure that you are familiar with and complying with the current version.

12.2 You acknowledge that the security of information, including advertisements, sent via the internet cannot be guaranteed.



- 12.3 If either we or you are unable to perform any of our obligations under these Terms and Conditions by reason of the occurrence of an event beyond our reasonable control, the party unable to perform its obligations shall be excused from the performance of such obligations for the period equivalent to the delay caused by such event. In the event that the force majeure event continues for more than fourteen (14) days either we or you may terminate these Terms and Conditions. For the avoidance of doubt an inability by you to pay for the Specle Service will not constitute such an event for the purposes of this paragraph 12.3.
- 12.4 These Terms and Conditions contain the entire understanding between the parties as to the use of the Specle Service.
- 12.5 In the event that any of these Terms and Conditions or provisions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will be severed from these Terms and Conditions and the remaining Terms and Conditions will continue to be valid to the fullest extent permitted by law.
- 12.6 These Terms and Conditions, and any non-contractual obligation arising out of or in connection with them, shall be governed by, and construed in accordance with, English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts.

©2011 Specle Limited