

CUSTOMER TERMS AND CONDITIONS

1. INTRODUCTION

1. Welcome to www.blurGroup.com, an Internet-based Creative Services Exchange, bringing together brands and creatives operated by blur Limited. These terms and conditions (the "**Terms**") govern your participation in the Creative Services Exchange as a customer.
2. Your use of this website is confirmation that you have read and accepted these Terms, and that you agree to be bound by them. If you do not accept these Terms you should immediately cease to use the blur Site or any of the services available via the blur Site.
3. In these Terms:

"**we**", "**us**", "**our**" or "**blur**" means blur Limited, a company incorporated in England and Wales under registered number 06211244, or any of its subsidiaries, as the context may require;

"**you**" or "**your**" refers to a customer;

"**blur Commission**" means the commission payable to blur in accordance with paragraph 6;

"**blur Site**" means the domain www.blurgroup.com and its sub-domains www.blur-designs.com; www.blur-marketing.com; www.blur-media.com; www.b-uncut.com and www.innovatrs.com;

"**Brief**" means a statement of requirements submitted to the Creative Services Exchange by a customer;

"**Customer Account**" means an account on the Creative Services Exchange registered in the name of a customer;

"**Content**" means materials, in any format, submitted to the Creative Services Exchange;

"**Creative**" means a person who is registered as a member of the Creative Services Exchange;

"**Project**" means a work project carried out by a Creative for a customer via the Creative Services Exchange;

"**Project Fee**" means the fee payable by a customer for a Project.

2. CREATIVE SERVICES EXCHANGE

1. The Creative Services Exchange has been created by blur for networking, sharing information and matching customers with Creatives. blur provides the platform through which customers solicit and receive project - pitches from Creatives, and Creatives learn of and provide Pitches to customers.
2. By registering as a customer and submitting a Brief to the Creative Services Exchange, you represent and warrant that you meet our requirements for registration as a customer and that all of the information contained in the registration/Brief form is accurate. You may not have more than one customer Account, nor may you open an alternative account if your account is suspended or terminated for any reason. Within your customer Account you may submit multiple Briefs.
3. You may not sell, trade, or transfer your customer Account to another person, nor accept or use a customer Account that was not originally registered in your name. Any customer who is in breach of these conditions shall be considered to be in material breach of these Terms, and blur will seek all available remedies, including termination of such customer's account.
4. We reserve the right to change or modify the registration criteria at any time and without prior notice.

3. CONDITIONS OF ACCESS

1. You acknowledge and agree that your access to the Creative Services Exchange shall be strictly in accordance with these Terms and we may deny access to the Creative Services Exchange without prior notice if you fail to comply with them.

2. You alone are responsible for the confidentiality and security of your account's username, password and usage. You are also accountable for all activities regarding your account, with or without your knowledge or permission. If you knowingly provide your log-in information to another person, your account may be suspended temporarily or terminated. blur assumes no liability for activities of your account accessed through your password and username.
3. You acknowledge and agree that blur is acting as agent for the limited purpose of connecting customers and Creatives, and is not liable or accountable to you for any aspect of performance or non-performance by a Creative of its obligations. The terms on which Creatives provide their services are set out in paragraph 5 below.
4. We do not endorse, support, or ensure the accuracy, truthfulness, originality, ownership or reliability of any work by Creatives, although we require Creatives to be responsible for and to warrant that they have the right to use all the Content they submit or upload to the blur site.
5. We reserve the right to make changes to these Terms at any time, to charge for our services or for particular features, and to modify any fees or services. Any such changes will be notified to you upon your next login to the Creative Services Exchange site, and your continued use of the Creative Services Exchange constitutes your acceptance of any such changes.

4. **USER RESPONSIBILITIES**

1. We wish to maintain a friendly and secure community for customers and Creatives. Users of the Creative Services Exchange have the expectation of privacy and confidentiality.
2. You may not monitor, data-mine, or copy our web pages or any content within the blur Site, nor collect, archive, trade or sell any personal data, creative brief or submission or any other communication about or submitted by other users.
3. The use of any robot, spider, site search or retrieval application, or any other device to copy, retrieve, archive or index any portion of the Website or the blur Service, is not permitted.
4. Except for information which is in the public domain or for which you have been given permission, you agree not to copy, modify, transmit, distribute, perform, display, publish or sell in any form, electronic or print, any Content from the blur Site or the names of any users.
5. You must not misuse the blur site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the blur site, the server on which the blur site is stored or any server, computer or database connected to the blur site.
6. If you submit Content or initiate any communications which we consider libellous, scandalous, abusive, obscene, discriminatory, unlawful, or otherwise objectionable, we shall have the right to remove any such material from the blur Site.
7. You take responsibility for all Content that you submit to the blur Site and the consequences of publishing and posting that Content. You represent and warrant that you own or have the necessary rights and licences to upload, post and distribute that Content and to authorize blur to use that Content. You shall not upload, post, email or otherwise transmit any Content that infringes and/or violates the right of a third party or any law, rule or regulation, including, but not limited to (i) copyright, patent, trademark, trade secret or other proprietary rights; (ii) rights of privacy or publicity; (iii) any confidentiality obligation; or (iv) any Content that you are not authorized to upload.

5. **PROJECT TERMS**

1. The terms and conditions applicable to any engagement of a Creative by a customer for the purposes of a Project shall be as set out in this paragraph except to the extent that the terms of the Pitch submitted by the Creative and accepted by the customer conflict with the terms set out in this paragraph, in which case, subject to the approval of those terms by blur, the terms of the Pitch shall take precedence.
2. Payment of the Project Fee (including VAT where applicable) shall be payable as follows:
 - 50% of the Project Fee (the "**Initial Fee**") shall be payable upon acceptance by the customer of the Creative's Pitch;
 - 50% of the Project Fee (the "**Completion Fee**") shall be payable upon completion of the Project;
 - blur shall invoice the customer on behalf of the Creative in respect of the Project Fee Payments and payment shall be made to blur within seven business days of the invoice date;
 - blur shall deduct 50% of the blur Commission from the Initial Fee and 50% from the Completion Fee, when received from the customer, and shall forward the balance to the Creative within seven business days of receipt.
3. The Creative shall perform its services in relation to the Project with reasonable care and skill and to such standard as may be reasonably expected from a Professional carrying out projects of that nature.
4. The customer shall be deemed to have accepted the Project if, when the final version is submitted to the customer by the Creative, the customer does not notify the Creative and blur within five business days of any changes it requires to be made.
5. All intellectual property rights in Content submitted by a Creative in relation to a Project, including Content submitted in Pitches, shall remain the property of the Creative until the customer has made payment in full for the work carried out by the Creative in accordance with these Terms.
6. Usage Rights: Your usage of the creative's material and/or service ("Work") is restricted to the specific purpose described in their pitch. If the creative's Work is intended to be used in any wider context than indicated in the creative's pitch it will need to be quoted

separately and further charges will be incurred. All Work shall remain the sole property of the creative unless otherwise agreed. Any creative pitches the creatives present to you and do not proceed to develop and produce, for any reason, remain the creative's sole property and may not be used or copied in any shape or form.

7. Nothing in these Terms shall operate to exclude or limit any person's liability for:
 - death or personal injury caused by that person's negligence;
 - fraud; or
 - any other liability which cannot be excluded or limited under applicable law.
8. The Creative shall not be liable for any failure or delay in its obligations in respect of a Project to the extent that such delay or failure is due to any acts or omissions of the customer.
9. Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
10. Subject to paragraph 5.6 in respect of which liability shall be unlimited, each party's aggregate liability arising out of or in connection with any Project whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed an amount equal to the total amount of the Project Fee.
11. The Creative shall indemnify and hold harmless the customer against any damages (including reasonable costs) that may be awarded or reasonably agreed to be paid to any third party in respect of any claim or action that the Creative Content infringes the intellectual property rights of any third party provided always that the customer:
 - gives notice to the Creative and to blur of any intellectual property infringement forthwith upon becoming aware of the same;
 - gives the Creative the sole conduct of the defence to any claim or action in respect of an Intellectual Property infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of the Creative; and
 - acts in accordance with the reasonable instructions of the Creative and gives the Creative such assistance, as it shall reasonably require in respect of the conduct of the defence, including, without prejudice to the generality of the foregoing, the filing of all pleadings and other court process and the provisions of all relevant documents.
12. The Creative shall reimburse the customer's reasonable costs incurred in complying with the provisions of paragraph 5.10 above.
13. The customer undertakes that it shall not for a period of 24 months from the date of completion of the most recent Project completed for that customer by a Creative or, if later, the submission by a Creative of its most recent Pitch to the customer not to engage, or seek to engage, the services of a Creative other than via the Creative Services Exchange in accordance with these Terms. In the event of any breach of the undertaking set out in this paragraph, blur shall be entitled:
 - to terminate the customer's Account with immediate effect in accordance with paragraph 9.2;
 - if it considers necessary to protect the business of the Creative Services Exchange, to seek injunctive relief to prevent a continuing breach by the customer of its undertaking; and
 - to the blur Commission payable in accordance with paragraph 6.2.

6. **BLUR COMMISSION**

1. blur is entitled to a commission in respect of each Project of an amount equal to 20% of the total Project Fee (exclusive of VAT). blur will deduct its commission (plus VAT where applicable) from the Project Fee in accordance with paragraph 5 above.
2. The blur Commission shall be payable in respect of all new Projects and extensions to existing Projects undertaken for the customer by any Creative within the period of 24 months after the completion of the most recent Project undertaken via the Creative Services Exchange at a rate of 20% for the first 12 months and 15% for the next 12 months and, without limiting other rights of recovery available to it, blur reserves the right to deduct such commission from any other amount payable to the customer.
3. If the Customer cancels the brief or does not choose a creative and proceed to project blur will charge and the Customer must pay an Exchange Fee of either £250 per brief, or if

higher, an amount equal to 10% of the maximum budget specified in the brief. Such Fee will be fully refundable upon selection of a creative for the project and the payment of the initial Project Fee.

7. **INTELLECTUAL PROPERTY RIGHTS**

1. blur and its licensors own and retain all rights in the blur Site, which includes proprietary and confidential information. All Content on the blur Site, other than Content submitted by Creatives and the trademarks, and logos (the "**Marks**") are owned or licensed by blur, subject to copyright and other intellectual property rights.
2. You hereby authorize the use of your logo by blur on the blur Site. -
3. If you print off, copy or download any part of the blur site in breach of these Terms, your right to use the blur site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
4. You may not use the Marks for any purpose, event or promotion without blur's prior written consent.
5. blur is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to any Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, or which you may consider to be offensive, indecent, or objectionable, and you hereby waive, any legal or equitable rights or remedies you have or may have against blur with respect to such Content. You further agree to indemnify and hold blur harmless to the fullest extent allowed by law regarding all matters related to your use of the blur site.
6. blur does not endorse any Content submitted by Creatives or any opinion, recommendation, or advice expressed therein, and blur expressly disclaims any and all liability in connection with any Creative Content. blur does not permit copyright infringing activities and infringement of intellectual property rights on its site, and blur will remove any Content if properly notified that such Content infringes a third party's intellectual property rights. blur reserves the right to remove Content without prior notice and in its sole discretion.

8. **PRIVACY**

1. All personal information provided to blur is treated with the utmost confidence and care. We process information about registered users of the Creative Services Exchange in accordance with the terms of our Privacy Policy. By using the blur Site, you consent to such processing and you warrant that all data provided by you is accurate.
2. blur undertakes to disclose your personal information and other data only under the following circumstances:
 - in the course of a Project, where disclosure is necessary to a Creative;
 - in other circumstances that are directly implied by the purpose agreed between you and blur at the time of data collection or subsequently. Where your data is disclosed in this way, blur undertakes to exercise control over the persons to whom such data is disclosed to ensure that their actions comply with these Terms;
 - with your consent, or at your request;
 - where required or permitted by law, provided that blur will use reasonable endeavours to disclose only such of your data as is necessary in the particular circumstances.

9. **TERMINATION OF YOUR ACCOUNT**

1. You may terminate your account at any time if you do not at that time have an active Brief pending on the Creative Services Exchange. You may send your request to terminate your account to info@blurgroup.com. If you have an active Brief pending on the Creative Services Exchange, you may contact us at info@blurgroup.com to request termination of your account.
2. blur may, at our discretion and with or without cause, immediately terminate your account and all access to the blur Site without prior notice. In the event your account is terminated due to a breach by you of these Terms, you agree that all fees then paid by you up to the date of Termination shall be non-refundable.
3. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability, and other provisions of these Terms continue after termination of your account. We will not be liable to you or any third party for the termination of your account.

10. **DISCLAIMERS AND LIMITATIONS**

1. blur disclaims any and all responsibility or liability for the accuracy, content, completeness, usefulness, legality, reliability, operability or availability of information or materials

displayed on the blur Site by any Creative. The Creative Services Exchange, and all materials, information (including, without limitation, any information or materials obtained or accessed through the blur Site) are provided "as is," with no warranties whatsoever. blur expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

2. You agree that your use of the Creative Services Exchange is entirely at your own risk. you agree to hold harmless and indemnify blur, its officers, directors, employees and agents from and against any third-party claim arising from or in any way related to your use of the Creative Services Exchange, including any liability or expense arising from all claims, losses, damages (actual and consequential).
3. blur shall not be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with your use of the Creative Services Exchange, whether or not blur has been advised of the possibility of such damages. Such limitation of liability shall apply (i) whether the damages arise from use or misuse of and reliance on the website or the blur service, from inability to use the website or the blur service, or from the interruption, suspension, or termination of the website (including such damages incurred by third parties), and (ii) notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law in the applicable jurisdiction.
4. blur does not warrant that your use of the Creative Services Exchange will be secure, uninterrupted, always available, error-free or will meet your requirements, or that any defects in the Creative Services Exchange will be corrected. blur disclaims liability for, and no warranty is made with respect to, the connectivity and availability of the Creative Services Exchange.

11. **LINKS FROM OUR WEBSITE**

Where the blur site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. **JURISDICTION, APPLICABLE LAW AND DISPUTE NOTICE**

These Terms are governed by and construed in accordance with English law and you submit to the non-exclusive jurisdiction of the English courts.

13. **SEVERABILITY**

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of these Terms will continue in full force and effect.

14. **ASSIGNMENT**

You shall not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any such purported assignment or delegation will be null and void and of no force or effect.

15. **WAIVER**

The failure of blur to enforce any provision of these Terms shall not be deemed a waiver of such provision nor the right to enforce such provision. Furthermore, any waiver of any provision of these Terms by any party will be effective only if in writing and signed by a party.

16. **ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and blur relating to your use of the Creative Services Exchange and supersede and replace all prior or contemporaneous understandings or agreements relating thereto, written or oral.