

MEMBER TERMS AND CONDITIONS

These terms & conditions (the "**Terms**") apply to individuals who participate as Members in the blur Creative Services Exchange via 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. 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 Member or, as the context requires, a person who applies to join the Creative Services Exchange as a Member;

"**blur Commission**" means the commission payable to blur in respect of a completed Brief, being 20% of the Project Fee (net of VAT, if applicable);

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

"**Client**" means a person or Company who is registered as a client on the Creative Services Exchange;

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

"**Creative Services Exchange**" means the online community developed by blur for the purpose of enabling Members to bid for work projects submitted by Clients to the Creative Services Exchange;

"**Member**" means a person who has been accepted as a member of the Creative Services Exchange in accordance with these Terms;

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

"**Proposal**" means a Member's pitch submitted to a Client in response to a Brief;

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

"**Project Fee**" means the fee payable by a Client for a Project submitted to the Creative Services Exchange.

1. **About the Creative Services Exchange**

The Creative Services Exchange provides an online workplace for Members to pitch for a brief for work projects and deliver projects to Clients. blur provides remote work management tools and other services to Members to enable them to participate in the Creative Services Exchange. Members are responsible for managing their professional profiles and portfolio to make them available to Clients. Clients have no direct access to the Creative Services Exchange unless specifically agreed with blur. Only the "Aggregated Portfolio" section of the Creative Services Exchange will be available to a Client when a Proposal is delivered for the purpose of enabling the Client to find out further information about the Member.

2. **Member Eligibility**

In order to register as a Member, you must accept these Terms. blur reserves the right in its sole discretion to refuse, suspend, or terminate the membership of any person.

3. **Participation in the Creative Services Exchange**

1. At all times during your participation in the Creative Services Exchange, you agree to act in good faith, in a professional manner, to the best of your ability, and in accordance with these Terms.
2. blur reserves the right to make changes to these Terms at any time, to charge for its 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 following such notification constitutes your acceptance of any such changes.

4. **Your Account**

1. Members must be individuals who are 18 years or older. To become a Member and use the services available from the Creative Services Exchange you must register a Member Account. You agree to provide true, accurate and complete information as prompted by the registration form and other forms you access on the Creative Services Exchange, and to update such information promptly as appropriate. You cannot register for more than one Member Account.
2. As a Member, you may represent a company or a group of individuals. The registered Member shall grant access to the Member Account only to persons authorized to act on behalf of the Member and only in accordance with these Terms. The Member agrees that he shall be fully responsible and liable for any action of any person who uses his Member Account.
3. When applying for a Member Account, a Member will be asked to choose a sign in name and password. You are entirely responsible for safeguarding and maintaining the confidentiality of your password. You agree not to use any Member Account, sign in name, or password of another Member without authority from the registered Member. You agree to notify us immediately if you suspect any unauthorized use of your Member Account or access to your password or the password of any user of your Member Account. You are solely responsible for any use of your Member Account with your sign in name and password as authorized by you.
4. When a Member registers a Member Account, he automatically authorizes blur to use RSS feeds from any twitter profile, LinkedIn profile, blog and website that the Member has registered under his/her profile.
5. The Member also authorizes blur to publish his/her photograph and link to that Member's LinkedIn profile on the website of the blur crowd which he/she has joined.

5. **Conditions of Use**

1. You must decline, or discontinue participation in, any Project that would result in a violation of applicable law or your obligations to third parties, or that presents a conflict of interest. In particular you shall not, in connection with any activity on the Creative Services Exchange:
 - disclose any information which is not in the public domain;
 - disclose information that you have a duty or have agreed to keep confidential (e.g., by agreement, employer policy, fiduciary duty, etc.);
 - disclose information that you obtained from any person who expects you to keep it confidential or that you believe to be confidential;
 - participate in any Project if doing so would violate applicable law or any agreement with or other obligation to any person, employer, former employer or other entity;
 - disclose any trade secrets or other proprietary information not owned solely by you and which you do not have permission to disclose;
 - 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;
 - use any robot, spider, site search or retrieval application, or any other device to copy, retrieve, archive or index any portion of the blur Site;
 - sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content of the blur Site in any way for any public or commercial purpose without prior written consent of blur;
 - except for information which is in the public domain or for which you have been given permission, 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; or
 - misuse the blur site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful or 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.
2. 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.
3. 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.

6. **Member Information**

1. You agree to provide blur with accurate and complete biographical information, including your current professional status and relevant prior employment, and to complete in at least three entries in the "Aggregated Portfolio" section of the Creative Services Exchange.
2. blur may from time to time ask you for other information about yourself, including your ability to work on particular projects. Such information as well as any information in the Member Profile area of your Member Account, is your "Member Information." You are solely responsible for maintaining and updating your Member Information.

7. **Acceptance of Proposals**

1. Each Brief shall indicate a budget from the Client which shall, unless indicated otherwise, include the blur Commission.
2. Members may submit Proposals via the Creative Services Exchange at their discretion. blur makes no commitment regarding the frequency or quantity of Briefs you will receive. Unless otherwise agreed in writing by blur or as otherwise stated in any Brief, you will only be compensated for work for Clients on Projects for which your Proposal is accepted by the Client and you will not be compensated for preparation time or time set aside if a Project with a client does not proceed for any reason.
3. In order to express interest in a project you must respond to a Brief via the Creative Services Exchange. Your response to a Brief shall require you to deliver a Proposal within three business days from the date of your response. If a Proposal is not submitted within that time then, unless agreed with the Client, your bid will be discontinued.
4. A contract for a Project is made between a Client and a Member when the Client confirms its acceptance of the Member's Proposal. Unless expressly agreed otherwise with the Client and with blur, the Member's services will be provided on the terms set out in the following sections of this paragraph 7.
5. 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 Client of the Creative's Proposal;
 - 50% of the Project Fee (the "**Completion Fee**") shall be payable upon completion of the Project;
 - blur shall invoice the Client 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% of the blur Commission from the Completion Fee when received from the Client and shall forward the balance to the Member within seven business days of receipt.
6. The Member 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.
7. The Client shall be deemed to have accepted the Project if, when the final version is submitted to the Client by the Member, the Client does not notify the Member and blur within five business days of any changes it requires to be made.
8. 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.
9. The Member 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 Client.
10. 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.
11. Subject to paragraph 7.8, 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.

12. Unless otherwise agreed in writing between the Member and the Client, all intellectual property rights in the Content delivered to a Client by a Member in relation to a Project shall become the property of the Client upon payment of the Project Fee.
13. The Member shall indemnify and hold harmless the Client 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 Client:
 - gives notice to the Member and to blur of any intellectual property infringement forthwith upon becoming aware of the same;
 - gives the Member 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 Member; and
 - acts in accordance with the reasonable instructions of the Member and gives the Member 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.
14. The Member shall reimburse the Client's reasonable costs incurred in complying with the provisions of paragraph 7.13 above.

8. **blur Commission**

1. If a Client contacts you in relation to a new Project without having arranged the project through the Creative Services Exchange, you shall not be eligible for any payment from blur, even if the call is a follow-up to a recent Project that was arranged through the Creative Services Exchange. Clients are not authorized to expand the scope of a Project except to the extent blur has agreed otherwise in writing with respect to an identified Project. The blur Commission will be chargeable in accordance with paragraph 8.2 in respect of any new Project or expansion of an existing Project.
2. If a Client accepts a Proposal, you will be entitled to contact the Client and attend or request meetings with the Client for the purposes of that Project. If the Client wishes to engage you for future Projects, the blur Commission will be chargeable in respect of Projects undertaken 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. blur shall be entitled to deduct such commission from any other amounts payable to you in respect of Projects carried out via the Creative Services Exchange;

9. **Status**

1. The relationship of a Member to blur shall be that of independent contractor and nothing in these Terms shall render a Member an employee, agent or partner of blur and the Member shall not hold himself out as such.
2. The engagement of a Member by a Client for a Project is a contract for the provision of services and not a contract of employment and the Member shall be fully responsible for and shall indemnify blur for and in respect of:
 - any income tax, national insurance and social security contributions and any other liability, deduction, contribution or claim arising from the engagement of a Member under these Terms or any payment or benefit received by the Member in respect of any Project;
 - all reasonable costs and expenses and any penalty, fine or interest incurred or payable by blur in connection with such liability, deduction, contribution or claim; and
 - any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Member.
3. blur may at its option satisfy such indemnity in whole or in part by deductions from payments due to the Member.

10. **Content**

1. You represent that all Content that you submit to a Client or to blur or that you enter on

the Creative Services Exchange is your own intellectual property or that you have obtained all necessary permissions or licences for, and to share, such Content with blur and its clients, and that such Content (and blur's and/or Client's use of such Content) does not infringe upon the intellectual property rights of any third party. You agree you will not submit Content to blur or to Clients that is unlawful, threatening, defamatory, profane, deceptive, or misleading, or otherwise violates these Terms. You shall indemnify, defend and hold harmless blur and its Clients from and against any third party claim that any Content you submit infringes upon any patent, trademark, copyright, trade secret or other intellectual property right of blur or any Client.

2. Members are solely responsible for their Content. You acknowledge that blur does not endorse and is not responsible for your Content. blur reserves the right to modify and/or delete your Content at its discretion in whole or in part if in its sole discretion it considers such Content to be in breach of these Terms. blur has no obligation to use, post, or deliver any Content you submit to the Creative Services Exchange.
3. Any Content that you create for a Client for a Project ("**Project Content**") will become the property of the Client upon payment of the Project Fee.
4. Except as expressly provided in these Terms, you shall retain all rights, title and interest in and to Content you create prior to or unrelated to a Project ("**Retained Content**"); provided, however, that to the extent you subsequently include any Retained Content in any Project Content for a Client, you grant that Client a perpetual, worldwide, royalty-free, and transferable licence to use such Retained Content for any purpose permitted under the terms of the relevant Proposal.
5. Subject to the foregoing, the Client shall be permitted to use any ideas, concepts, know-how, or techniques contained in any Project Content you transmit to the Client for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. Any inventions, discoveries or improvements that are based in full or in part on any Project Content and information you create for a Client in the course of a Project, and all intellectual property rights therein, shall be owned entirely by and shall be proprietary to the Client.

11. **Content Submitted to blur**

1. You retain ownership of any Content that you submit to blur or through blur's websites other than in connection with a Project for a Client, including but not limited to blur submissions and presentation materials for blur seminars, roundtables, conferences, or other events, but grant blur a perpetual, world-wide, royalty-free, transferable, and exclusive licence to use, distribute, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display such Content, in whole or in part, in original form or as edited or modified by blur, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing. You further grant blur the right to use, distribute, reproduce, publish, reprint, and publicly display the updates of the twitter account you submitted when registering as a Member, as well as updates from your LinkedIn profile and content from your blog and websites, that are associated to your Member profile.
2. blur may in its sole discretion compensate Members for submissions to blur websites but has no obligation to do so. Content on blur websites (which may include your Member Information) may be visible to others on blur's websites, transmitted to third parties through forwarding features that blur may make available on its websites, and used in marketing materials notwithstanding your exercise of an opt-out as described under the Privacy section below.

12. **Reservation of Rights**

blur and its licensors retain all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets relating to the Creative Services Exchange. The blur logo and name are trademarks of blur, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Creative Services Exchange may be the trademarks of their respective owners.

13. **Privacy**

blur undertakes to disclose your Member Information and other data only under the following circumstances:

- in the course of a Project where disclosure is necessary to a Client;

- 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.