

# Terms and Conditions

These are your terms and conditions ("Terms and Conditions") which govern your use of the publisher specification and advertisement delivery system offered via this website (the "Website") or via an API, together with any and all associated information (the "Specle Service"), unless agreed otherwise in writing with Specle Limited, who offer the Specle Service. An important purpose of these Terms and Conditions is to regulate, as between you and us, the purposes for and the way in which you may use the Website, including our databases or any copies thereof, the Specle Service and our other intellectual property.

Specle Limited is a company registered in England and Wales with company number 05981666 and having its registered office at Specle Limited, PO Box 411, Cobham, UK, KT11 9FT. When we refer to "you" and "your" in these Terms and Conditions we mean the user of the Specle Service and/or the Website. 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. By using the Website, you indicate that you accept and agree to be bound by these Terms and Conditions which 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 email address and telephone number and a password which you will use to login to your Account in the future ("Login Details"). Once you have successfully completed the Registration Process we will send you an email 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. Accounts and Login Details are personal to the registered user to whom they are allocated. They may not be used by any third party. 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 must 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 to be emailed a reminder.

## 2. The Specle Service

- 2.1. The Specle Service provides a web-based mechanism for you to send advertisements to publications listed in the databases underlying the Specle Service. In order to use the Specle Service 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")
- 2.3. While every effort is made to ensure that the quality of the Files submitted via the Specle Service is of the required standard, advertisement availability and specifications can and do change, sometimes at short notice. Accordingly we cannot guarantee that a File which you send using the Specle Service and which passes its 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 delivered and /or collected, 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 Specle 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. Many, but not all, of the services incorporated within the Specle Service are provided at no charge. You will be notified of any fees you are required to pay before you upload a File via the Specle Service. Fees for use of the Specle Service may be amended from time to time in our sole discretion. Sometimes there are 3rd party gateway fees that relate to certain publishers in certain territories. These are typically billed in arrears by the gateway provider and will be passed through without any additional handling or administration fees by Specle.

## 4. Payment

- 4.1. Where you use a paid Specle Service, you will be asked to pay by credit or debit card when you deliver a File. You will receive an invoice to the email address registered for your Account. In some cases, manual billing can be arranged and an administration fee will be applied to process payment manually. Payment of invoices for manual billing is due within thirty (30) 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 emailing 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 only be made by credit card, debit card, direct debit, or BACS.

## 5. Refunds

- 5.1. If at any time you are dissatisfied with our service and your ad content did not reach the intended destination you may request a refund or credit from the Specle team at [support@specle.net](mailto:support@specle.net). Refunds and credits are offered at the discretion of the company.

## 6. Availability

- 6.1. The Specle Service is an Internet-based service. While Specle 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.

## 7. Support

- 7.1. Our customer service desk is open from 9.30am until 6.30pm in the UK, Monday to Friday (excluding any day which is a public holiday in the UK), to respond to your queries concerning your use of the Specle Service. Customer support includes telephone support and email support. We then operate an out of hours support for emergencies only between the hours of 6:30pm to 9:00pm business days.

- 7.2. Specle Service support is not available during weekends or during public holidays.
- 7.3. For email queries please contact us at support@specle.net.

## 8. Ownership and Use

- 8.1. You acknowledge that all intellectual property rights (including, but not limited to, copyright, database rights, goodwill and trade marks) in or relating to the contents of the Website or to the form, creation, content, arrangement or design of the Specle Service (the "Intellectual Property"), 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 or copy any of the trade marks or Intellectual Property without our prior written permission.
- 8.2. Specle invests substantial resources in creating or obtaining, maintaining and providing the Intellectual Property, in particular its databases, and is highly protective of it. Specle does not assert ownership of the individual advertisement specifications provided as part of the Specle Service: those belong to the publishers, who use the Specle Service to disseminate them. Therefore you agree not to:
  - 8.2.1. access the Website or the Specle Service or use any part of the material or content provided on the Website or by the Specle Service to: (i) create or amend your own or a third party's databases, records or directories; or (ii) provide any kind of commercial information service or any service which competes with the Specle Service, without the express written permission of each publisher whose data you are accessing; or (iii) pass yourself or anyone else off as connected to us where that is not the case;
  - 8.2.2. use any automated means to scan, copy, scrape, monitor or otherwise exploit the Website, the Specle Service or the material or content provided on the Website or by the Specle Service; or
  - 8.2.3. copy, transmit, distribute, exploit, modify, merge, share or create derivative works of such material or content or use it for commercial purposes, without the prior written consent of Specle and/or any applicable third party licensors.
- 8.3. You may link to the Specle home page or any other page within the Specle website including publisher ad specifications or ad portals, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.
- 8.4. By submitting the File to us, you grant us a worldwide, non-exclusive, royalty-free, sub-licensable and transferable licence 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 licence rights set out in this paragraph 8.4. 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 8.4.

- 8.5. 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 we link to or that have links to the Website, or for the legal consequences of your entering into any contracts with third parties.

## 9. Warranties and Exclusion of Liability

- 9.1. We do not give any warranty in relation to the condition, accuracy, suitability or quality of the Specle Service or our Website.
- 9.2. We assume no liability for any File processed by the Specle Service which does not meet the required publishing standards or which is rejected.
- 9.3. 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.
- 9.4. We shall not be liable to you if the Specle Service is used in a manner in breach of these Terms and Conditions.
- 9.5. Except as expressly provided in these Terms and Conditions, all implied warranties are excluded to the fullest extent permitted by law.
- 9.6. In connection with any File you submit through the Specle Service, 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 carry out all acts as are necessary to submit the File using the Specle Service.

## 10. Limitation of Liability

- 10.1. 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.

## 11. Data Protection

- 11.1. 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 11.1 the terms "data controller", "data processor", "personal data", and "process" shall have the meaning ascribed to them in the Data Protection Act 2018 and the term "processes" shall be construed accordingly.
- 11.2. To find out more about how we use your personal information please see [https://specle.net/privacy\\_policy](https://specle.net/privacy_policy).

## 12. Privacy

- 12.1. 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. By accepting these Terms and Conditions and by continuing your use of the Specle Service, you consent to the use of cookies described in these Terms and Conditions.
- 12.2. To find out more about web beacons and cookies and how to delete them please click on the following link [www.allaboutcookies.org](http://www.allaboutcookies.org).

## 13. General

- 13.1. 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.
- 13.2. You acknowledge that the security of information, including advertisements, sent via the internet cannot be guaranteed.
- 13.3. 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 13.3.

- 13.4. These Terms and Conditions contain the entire understanding between the parties as to the use of the Specle Service and the Website.
- 13.5. 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.
- 13.6. 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.