

Optimise Technology Terms of Service



Recitals

- A) Optimise operates a range of performance marketing solutions which may be integrated with or form part of the Company's marketing plans
- B) Optimise wishes to offer to the Company the opportunity to promote its products using one or more of those solutions ("the Services").
- C) The Company wishes to promote its products using one or more of those solutions under the terms and conditions contained in this Agreement and any specific Terms and Conditions in force on the particular solution.

1. Definitions and Interpretation

- 1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Affiliate synonymous with Referrer

Company Content means any Product specific content which is used to promote a Product as part of an Implementation

Company Login means a set of password-protected web pages made available to a designated set of the Company's employees within which, but not restricted to, they can review the performance of their marketing campaign.

Company Website means any website operated by a Company through which the Products are advertised or sold

Fulfilment Fees means the charge for despatching a reward
'High-Traffic' area of the system includes; External landing pages, End-user login; homepage, edit details page & statistics pages, Email distribution system, Client login; referrer search / details pages & statistics

Implementation means a set of web pages, emails and associated management processes required to provide and administer a Programme on behalf of the Company as part of a Project.

Implementation Guide means the document detailing all of the requirements needed to build or modify an Implementation that will be provided by Optimise to the Company including but not limited to each piece of consumer-facing or Company-facing content, the nature and value and timing of Reward, the Validation Process. This document also details the obligations of the Company in order for the solution to be produced.

Incentives Programme means a campaign promoting the Company's products using the Campaign Incentivisor solution.

'Low-Traffic' area of the system includes; End-user pages; FAQ, T&C's, contact pages, Client Login; communications tool
Language the language agreed between the parties for the provision of each part of the system or documentation. In the event that no specific language is agreed the language shall be assumed to be British English.

Merchant means an advertiser using the Optimise System to promote its products to users as part of a contractual relationship with the Company

Merchant Account means the account on a secure area of the Optimise Website provided to the Merchant which gives access to management and reporting tools

Merchant Content means any Product specific content (whether and not restricted to editorial banners or text links) which is used to promote a Product

Merchant Website means any website operated by a Merchant through which the Products are advertised or sold

New Customer means the individual in receipt of a referral from a Referrer or who has registered or shown an interest in a promotion

Optimise Commission means commission payable by the Company to Optimise under this Agreement

Optimise Tracking means the system developed by Optimise to track transactions generated on the programme and record such detail as is required to calculate the Commission and effectively manage each Programme

Optimise System means the Marketing System various elements of software owned and developed by Optimise, to which the Company, Referrers, New Customers and Merchants, are given access through the hosted web environment, and which facilitate the provision of the Services

Optimise Content means the content or appearance of any web page within the Optimise System providing, describing or referring to the Services as may be provided by Optimise.

Physical Store means a high street store or retail outlet

Programme means a campaign set-up through the Services to promote a Product on behalf of the Company or Merchant.

Product means the product(s) or services of the Company or Merchant marketed [or to be marketed] through the Services

Project means a piece of chargeable work agreed by the Company including bespoke development, research or consultancy.

Project Fees means any fee payable by the Company for an approved Project or changes performed to an existing Implementation.

Rate Card means the labour costs associated with each role involved in executing the work for agreed Projects

Referral Programme means a campaign promoting the Company's products using the Campaign Referrer solution.

Referrer means a person who is approved to promote, recommend or otherwise transfer consumers to the Company / Merchant Website or Call Centre or Physical Store in accordance with the terms of the Services, whether this be consumers or businesses engaged in marketing promotion (Affiliates)

Referrer / New Customer Account means the pages on an area of the Optimise System provided for each Referrer which includes features such as access to Programmes, reporting or customer enquiry pages

Reward Breakage means rewards or the value of Rewards that are not claimed by the end user

Reward Cost means the value of the Reward charged to the Company by Optimise upon Validation of a Transaction against the Reward Pre-Payment

Reward Claim means the action performed by the end user to request / perform the delivery of or download of their reward

Reward means a voucher, physical gift or form of monetary payment paid to a Referrer or New Customer

Reward Claim means the action performed by the end user to request / perform the delivery of or download of their reward

Reward Claim Window means the timeframe during which a Referrer or New Customer is entitled to gain access to a Reward

Reward Pre-Payment means the funds provided to Optimise to be used to purchase the vouchers, physical gifts or to make cash payments.

Services means the range of services taken by the Company from Optimise as agreed in the attached Technology Order or otherwise in writing.

Set-up Fee means any upfront charge for set-up and, as agreed between the parties.

Technology Order means the document detailing the Services to be provided, their associated costs and references to associated documents

Training means providing guidance of how to use the Optimise System either by teleconference or at the Company's office and the production / delivery of any associated training materials

Transaction means the event performed by a User and tracked by Optimise Tracking, or loaded into the Optimise System subsequently which may trigger the payment of a Reward to the Referrer and or New Customer.

User Journey means an ordered set of web pages and emails displayed to the user as part of, but not limited to the

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registration, purchase, reward claim, or enquiry process as detailed in the Implementation Guide

User Acceptance Environment means a test website environment where the Implementation can be reviewed and corrected before it is copied to the final live destination.

Validation Process means the process and criteria agreed between Optimise and the Company by which Transactions will be approved by the Company prior to Referrer and or New Customer Reward being released.

- 1.2. Words denoting the singular shall include the plural and vice versa;
- 1.3. Words denoting any gender shall include all genders;
- 1.4. References to persons shall include firms corporations and other associations or bodies of persons whether or not incorporated and any government state or agency of a state whether or not any of the foregoing has any separate legal personality;
- 1.5. Any reference to a statute or statutory provision shall be construed as including a reference to any statutory modification consolidation or re-enactment (whether before or in the case of consolidation or re-enactment only after the date hereof) from time to time and shall include reference to any provision of which it is a re-enactment (whether with or without modification) and any bye-laws, statutory instruments, rules, regulations, orders, directions, consents and permissions made or given thereunder and any conditions attaching thereto;
- 1.6. Clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 1.7. Any reference to Clauses, sub-Clauses and paragraphs is to Clauses, sub-clauses and paragraphs of this Agreement.
- 1.8. Each Optimise Service may be subject to separate Terms and Conditions, which can be found in separate sections of this document

Campaign Referrer & Campaign Incentivisor
Campaign Manager

2. System Availability & Bug Fixes

- 2.1. In consideration of the Commission, Optimise will provide access to the Services through the Optimise System and the Company will take up the Services on the terms contained in this Agreement.
- 2.2. Optimise shall provide and ensure the ongoing provision of access to the agreed modules of the Optimise System.
- 2.3. Optimise shall ensure that each module of the system is available as per the table below, subject to Clause 2.4 and events beyond Optimises reasonable control or routine maintenance:

	Tracking & Content Serving system	Referrer / New Customer Account	Company & Merchant Account
Core Hours (GMT)	6am – 12am	7am – 10pm	7am – 7pm
Uptime during Core Hours	99%	98%	98%
Uptime during non-Core Hours	95%	90%	90%

- 2.4. Where applicable to a campaign, Optimise may suspend the Referrer / New Customer Account, Company and Merchant Account for routine maintenance subject to providing at least 5 days' notice.
- 2.5. Optimise will address any bugs within the system provided, be they cosmetic or functional free of charge. Such system bugs can be categorised and will be addressed as follows;

Issue Categorisation	Description	Response – Work Initiation
Urgent Functional Problem	A failure with a fundamental aspect of the system is preventing it from functioning correctly and having a significant impact on the revenue stream of this channel	3 Hour response (24/7)
Significant Functional problem	A functional issue in a 'High-Traffic' area of the system	1 working day
Significant visual issue	A visual issue in a 'high-traffic' area of the system	1 working day
Programme Management constraint	A functional issue that is impacting the efficient management of the campaign	2 working days
Minor functional issue	A functional issue located in a 'low-traffic' area of the system	3 working days
Minor visual issue	A visual issue located in a 'low-traffic' area of the system	3 working days

3. Account Management

- 3.1. An appointed account manager will be the single point of contact for all communications with the Company. Should the account manager be unavailable then a stand-in account manager will be appointed and the Company informed accordingly.
- 3.2. Optimise shall provide ongoing account management and support including technical queries, Programme set-up advice and general Programme advice. Specific account manager service levels are included within the individual terms of each Service.

4. Client Specific Developments

- 4.1. Optimise shall set up the Company on the Optimise System for each Service, including any additional bespoke developments in accordance with the agreed Implementation Guide, subject to the Set-up Fee.
- 4.2. Following the agreement of the Implementation Guide, Optimise may agree to provide additional bespoke developments, functionality or consultancy ("Projects") at the request of the Company, any such Projects shall be based on the specifications agreed between the two parties ("Implementation Guide") and the Company shall be responsible for communicating any requirements that should be included within the specification.
- 4.3. Unless otherwise agreed with the Company, Optimise shall provide a Technology Order based on an agreed Implementation Guide. No chargeable work shall be completed by Optimise without approval from the Company.

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- 4.4. Should a Project modification request be received from a client following the commencement of the Project, Optimise will assess the impact that the change may have upon the Project. Optimise shall provide a revised Project plan and costs to the Company for approval.
- 4.5. Once the Project development and internal testing cycles have been completed, Optimise will provide the Company with the User Acceptance Environment where the Company can review the Project and request one set of minor cosmetic changes in line with the agreed delivery timeframe. Should the Company require multiple sets of changes or changes that require modifications to the functionality of the Implementation, Optimise will need to schedule this work and provide a revised Project plan and costs to the Company for approval. The Implementation will be available for review and testing for a period of one month following delivery into the User Acceptance Environment.
- 4.6. Where required, Optimise can carry out integration testing on a new piece of technology or enhancement to an existing piece of technology developed by Optimise, in conjunction with the client's software systems or with the systems of a designated third party. Any such testing shall be included within the approved Implementation Guide. However, should any problems be identified during such testing, whether with the clients or third party systems, then Optimise will charge the client for such subsequent unscheduled testing work and any resultant development work required to the Optimise System in order to accommodate any identified issues.
- 4.7. Optimise reserves the right to alter or change the Content from time to time, save that any material changes shall be notified to the Company in advance. Optimise shall not change the Company or Merchant Content without the approval of the Company.
- 4.8. Should a security review or penetration test of Optimise's infrastructure be required, additional charges will apply to cover the cost of feedback preparation and any associated infrastructural modifications in order for tests to be performed in a controlled environment.

5. Obligations of the Company

- 5.1. The Company shall be responsible for all activity through the Optimise System, including but not limited to:
 - 5.1.1. agreeing terms and concluding legal agreements with Merchants, Referrers and or New Customers
 - 5.1.2. the correct implementation and maintenance of tracking tags and other elements of the Optimise System which are integrated with the Company or Merchant Website.
 - 5.1.3. the monitoring and approval and management of Merchants, Referrers and New Customers, as required.
 - 5.1.4. ensuring the compliance of any Programmes and activities, including the Product Content, with any and all relevant legislation, including but not limited to data protection, customer

privacy, advertising and the promotion of financial products legislation.

- 5.2. The Company agrees to include such clauses as Optimise shall reasonably require within the Company's agreements with Merchants, Referrers and or Recipients concerning their use of the Optimise System.
- 5.3. The Company shall indemnify and keep indemnified Optimise against all and any claims, damages, losses or liability howsoever arising whether directly or indirectly as a result of the Company's failure to comply with these obligations
- 5.4. If the Company is at any time, or it is notified by one of its Merchants, Referrers or Recipients that they are, unable to access the Optimise System it shall immediately notify Optimise. Optimise shall use its reasonable endeavours to resolve any such problem as soon as practicable.
- 5.5. To inform Optimise when an employee of the client leaves the Company or changes roles within the Company resulting in their access to the Client Login to be suspended.

4. Fees and Invoices

- 4.1. The Company shall pay to Optimise the Set-up Fee, Project Fees, Commission, Reward Pre-Payment and Fulfilment Fees as agreed in the Technology Order for each Service.
- 4.2. Optimise shall raise an invoice for the Set-up Fee and Reward Pre-Payment on the signing of this Agreement. The Company shall be required to pay this invoice in advance of any activity.
- 4.3. The Optimise Commission is calculated in accordance with the terms of the particular Service as defined in the Technology Order.
- 4.4. Company will make payment of all invoices within 30 days of the Invoice Date except for Reward Costs which must be paid in advance. Where Optimise shall process payments or Incentive Fulfillments to Referrers and or New Customers on behalf of the Company, Optimise shall only process such payments after receipt of the funds from the Company.
- 4.5. If the period for invoice payment exceeds 30 days, Optimise shall be entitled to interest on the sum overdue until payment at a rate equal to the minimum lending rate from time to time of National Westminster Bank plc. plus 4% per annum.
- 4.6. The Company shall keep such records as are adequate to allow calculation of the Optimise Commission and shall allow Optimise access on reasonable notice in writing to inspect such records at the offices of the Company during usual business hours.
- 4.7. In the event of any dispute regarding the amount of any Optimise Commission due will in the first instance be referred to the Contact Person who shall negotiate in good faith with Optimise's appointed representative with a view to resolving such dispute. If the dispute is not resolved within one week, the matter shall be escalated to the next senior management level within the parties. If the matter is

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not resolved within 4 weeks of the dispute arising, then the parties shall agree a process of mediation.

5. Intellectual Property Rights and Confidentiality

5.1. Optimise owns all copyrights, trademarks, intellectual property rights, know-how, processes or any other rights connected with the Services, including but not limited to the software necessary for the Service developed by Optimise, even if developed at the request of the Company or as part of a Project. The Company, by this Agreement, acquires no rights or licenses whatsoever connected with the Service and the software necessary for the Service or Optimise other than that explicitly set out in this Agreement.

5.2. Optimise acquires no rights, other than as required to perform its obligations under this agreement, over the intellectual property of the Company.

5.3. Neither party shall reveal the trade secrets of the other party nor use such secrets except for the purpose of fulfilling its obligations under this Agreement. The parties shall take all precautions reasonably necessary to prevent an unauthorised disclosure or use of such trade secrets by employees or third parties.

5.4. The Company agrees in particular not to communicate details of its trading terms with Optimise to any other party.

6. Term and Termination of Services

6.1. This agreement shall remain in force for an Initial period of 1 year. After the Initial Period either party shall be entitled to terminate this Agreement in relation to any one or more of the Services by giving to the other 6 months' notice in writing.

6.2. Optimise reserves the right to suspend any of the services from the Company with immediate effect in the event of:

6.2.1. Any problem with the functionality of the Service in question which Optimise is unable to resolve within 48 hours of becoming aware of the same.

6.2.2. Any breach by the Company of its obligations contained in this Agreement.

6.2.3. Optimise Commission due under this Agreement remains outstanding for more than 60 days

6.3. For the avoidance of doubt if Optimise suspends the service under Clause 6.2.2 or 6.2.3 then the Optimise Commission will continue to accrue.

6.4. Either party shall be entitled to terminate this Agreement forthwith if:

6.4.1. the other party commits any repudiatory breach of any of the provisions of this Agreement;

6.4.2. in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

6.4.3. an encumbrancer takes possession or a receiver or trustee is appointed over any of the property or assets of that other party;

6.4.4. that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

6.4.5. that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agreed to be bound by or assume the obligations imposed on that other party under this Agreement);

6.4.6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or

6.4.7. that other party ceases, or threatens to cease, to carry on business

6.5. On the agreed closure date, the Promotion Closed page will be displayed. Should they form part of the Service, all T&C and FAQ links will continue to function including the enquiry form. We will continue to monitor all enquiries for the promotion. The links from the registration email will re-direct to the 'Promotion Closed' page

6.6. One calendar month following the end of the validation period, all T&C and FAQ links will re-direct to the 'Promotion Closed' page. Final invoicing for the promotion will take place.

6.7. Any subsequent customer enquiries received from the Company will be subject to a per-enquiry £30 processing fee.

7. Miscellaneous

7.1. If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary and reasonable adjustments of the Agreement in order to secure the interests and objectives of the parties prevailing at the time of the Agreement.

7.2. Neither party shall assign its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the other.

7.3. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

7.4. The failure or delay by either party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

7.5. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and any dispute shall be subject to the exclusive jurisdiction of the English courts

Campaign Referrer & Incentivisor Terms of Service **Optimise**

This Agreement defines the additional Terms under which Optimise shall provide the Company with a Campaign Referrer or Campaign Incentivisor Programme. These Terms supplement to the Optimise Technology Terms of Service and the Technology Order and unless otherwise defined any Terms shall have the meaning given within those documents.

1. Additional Definitions

1.1. In this Agreement, unless the context otherwise requires, any term shall have the meaning attributed to it below, if not defined below it shall have the meaning attributed within the Optimise Technology terms and Conditions:

2. Responsibilities of Optimise

- 2.1. Optimise shall set up and maintain a Company Account for the Company within the Optimise System incorporating the following functions:
- 2.1.1. Reporting Dashboard
 - 2.1.2. Referral Activity Report
 - 2.1.3. Referral Sales Report
- 2.2. Optimise shall provide, host and maintain such Company branded web pages as are required to provide access for Referrers and or New Customers to the Company's Programme.
- 2.3. Optimise shall generate Company branded emails, in the form designated by the Company, to the New Customer and or Referrer at the appropriate points in the User Journeys associated with the Programme and incorporating such elements of tracking as are required administer the Programme.
- 2.4. Subject to the obligations of the Company, Optimise shall record and report such information, as has been agreed in writing with the Company, regarding individual transactions to facilitate validation of transactions and fulfilment of the Referrer and or New Customer Reward as appropriate.

3. Fulfilment of Referrer and or Recipient Reward

- 3.1. The Referrer and or New Customer Reward may be fulfilled in the form of cash payment into the Referrers and or New Customer's bank account ("Cash"), by a voucher, or as a physical product according to the agreed Implementation Guide.
- 3.2. Where the Referrer or New Customer Reward is fulfilled in the form of Cash, Optimise shall process payments to the account details provided by the Referrer or New Customer. In the event that payment cannot be processed Optimise shall retain the funds until correct details have been received from the Referrer or (and or New Customer) or the associated Claim Window has expired as detailed in the Implementation Guide.
- 3.3. Where a physical product or offline voucher is fulfilled to the Company's customers, Optimise may choose to appoint a sub-contractor to acquire, store, manage and liaise with courier businesses in order to distribute the item. In order to perform this task, Optimise will provide the customer name, postal address, reference number and delivery instructions to the 3rd party in question. Optimise will take necessary steps to ensure that any Personal Data are transferred to the sub-contractor in line with Optimise's obligations within this contract.

- 3.4. Where the Referrer or Recipient Reward is fulfilled in the form of a voucher the parties will agree a process for fulfilment within the agreed Implementation Guide.
- 3.5. Optimise shall not process payment or fulfil Rewards until it has received sufficient funds from the Company.
- 3.6. Optimise shall maintain such processes and systems as would reasonably be expected over the processing of payments.

4. Responsibilities of the Company

- 4.1. The Company shall be responsible for agreeing the terms of the Programme and concluding legal agreements with Referrers and or New Customers, save that the Company agrees to include any clauses reasonably required by Optimise to ensure the ongoing administration of the Programme.
- 4.2. The Company shall be responsible for ensuring the compliance of any Programmes and activities, including the Product Content, with any and all relevant legislation, including but not limited to data protection, privacy, advertising, the promotion of financial products legislation and fulfilment methods and processes employed.
- 4.3. The Company shall provide prompt responses to any customer queries regarding the validation of transactions that are required to ensure resolution.
- 4.4. The Company shall promote the Programme to the Company's customers in accordance with any agreed promotion as detailed within the Implementation Guide or other documentation.

5. Data Protection

- 5.1. For the purposes of the Data Protection Act 1998, the Parties acknowledge that the Company will be the Data Controller and Optimise will be the Data Processor in respect of Referrers' and New Customers' personal data (the "Personal Data").
- 5.2. Each Party shall comply with all relevant data protection legislation, and shall at all times reasonably assist the other Party to do so, as may be requested from time to time.
- 5.3. Optimise shall:
- 5.3.1. put in place appropriate technical and operational processes and procedures to safeguard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;
 - 5.3.2. safeguard as private and confidential all the Personal Data received by it at all times and shall only carry out processing of the Personal Data in accordance with the Company's instructions;
 - 5.3.3. ensure that all the personnel used by it to provide the Services (so far as their duties relate to the processing of any Personal Data):
 - (A) are informed of the confidential nature of the Personal Data; and have undertaken training in data protection legislation; and

Campaign Referrer & Incentivisor Terms of Service

- (B) are aware both of Optimise's duties and their personal duties and obligations under the relevant data protection legislation and this Agreement.
 - (C) promptly notify the Company if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
- 5.3.4. Optimise shall not disclose any Personal Data to any third party, save for any sub-contractors used in the fulfilment of this contract.
- 5.3.5. The Company is entitled, upon giving reasonable notice to Optimise, to inspect or appoint representatives to inspect the electronic data relating to Optimise's processing of Personal Data.
- 5.3.6. Neither Optimise nor its agents or sub-contractors shall acquire rights in or to any of the Personal Data and shall only be entitled to process it in accordance with Optimise's obligations under, and any other applicable terms of, this Agreement. On the expiry or termination of this Agreement, Optimise shall immediately cease to use, and shall procure that its agents and sub-contractors cease to use, the Personal Data and shall arrange for its safe return or destruction as shall be agreed with the Company at the relevant time.
- 5.3.7. Optimise, its agents and sub-contractors, shall notify the Company immediately upon receipt of a notice from any regulatory or government body, including the Information Commissioner which relates directly or indirectly to the processing of personal data.
- 5.3.8. Optimise shall not, and will ensure that its agents or sub-contractors shall not, under any circumstances transfer Personal Data outside the European Economic Area unless authorised to do so by the Company.

Campaign Manager Terms of Service



This Agreement defines the additional Terms under which Optimise shall provide the Company with a Campaign Manager solution. These Terms supplement the Optimise Technology Terms of Service and the Technology Order and unless otherwise defined any Terms shall have the meaning given within those documents.

1. Additional Definitions

- 1.1. In this Agreement, unless the context otherwise requires, any term shall have the meaning attributed to it below, if not defined below it shall have the meaning attributed within the Optimise Technology Terms of Service:

Affiliate Commission means the Reward payable by the Company to Referrers participating in the Services
Publisher is synonymous with Referrer or Affiliate.

2. Optimise Responsibilities

- 2.1. Optimise shall provide access, for up to a total of 50 Merchants and Publishers, to the Optimise System incorporating the following functions, as demonstrated to the Company:
 - 2.1.1. **Online Event Tracking** - Tracking events including but not limited to impressions, clicks, leads, installs and sales either by 1st party cookies, server to server, session tracking or via SDK. The system can integrate with 3rd party web or mobile tracking solutions and possesses a container tag solution. An interface can also be provided to record offline tracking events into the Optimise System that can be added by Publishers or Merchants.
 - 2.1.2. **Reporting** - A set of performance reports from KPI-measuring dashboards through to detailed sale analysis tables and graphs.
 - 2.1.3. **Contact Management** - Creation and storage of company details including postal address, telephone numbers, profiling information and Finance information for Affiliates, Referrers & Merchants
 - 2.1.4. **Product Feeds** - Ability to import, schedule and manipulate XML and CSV data feeds from Merchants. The system includes the ability to categorise products and offer content modules to affiliates.
 - 2.1.5. **Billing and Payments** - Ability to create invoices based upon performance statistics for a given time period. The system also includes a free-format invoicing solution and the ability to produce, display and export self-billing invoices for partners.
 - 2.1.6. **Programme Management** - Creation and storage of marketing campaign details, including content displayed to the affiliate, tracking details, cookie duration, remuneration structures and legal restrictions
 - 2.1.7. **Adserving** - Content hosting and serving platform for images, HTML creatives and product feed content units
 - 2.1.8. **User Management** - Ability to control access rights to the system by means of a 'role-based' system. This includes the ability to define access levels down to the page and virtual page level whereby specific page features can be hidden from certain users
- 2.2. Optimise shall provide a web interface, in the branding and Language agreed with the Company, which facilitates access to the Optimise System for employees of the Company, Referrers and Merchants.

- 2.3. Subject to the obligations of the Company, Optimise shall record and report such information, as has been agreed in writing with the Company, regarding individual transactions to facilitate validation of transactions and fulfilment of the Affiliate Commission as appropriate.

- 2.4. Optimise shall provide the Company with high level documentation, in the Language, of the functional areas of the system. Additional documentation on specific system functions is incorporated within the web interface.

- 2.5. The Company may request training, which will be subject to additional charges, and may be delivered either at the Company's or Optimise premises or remotely.

3. Responsibilities of the Company

- 3.1. The Company shall be responsible for
 - 3.1.1. agreeing the terms of the activity and concluding legal agreements with Referrers and Merchants, save that the Company agrees to include within its contracts any clauses reasonably required by Optimise to ensure the ongoing security of the Optimise System.
 - 3.1.2. ensuring the compliance of any Programmes and activities, including the Product Content, with any and all relevant legislation, including but not limited to data protection, self billing legislation, privacy and advertising and the promotion of financial products legislation.
 - 3.1.3. ensuring that programme details are correctly entered and maintained within the Optimise System.
 - 3.1.4. the management of Merchants and Publisher relationships.
 - 3.1.5. raising invoices to and chasing payment from Merchants
 - 3.1.6. Processing payments and Self Billing Invoices for Publishers as appropriate
 - 3.1.7. the management of access to the system through appropriate role allocation and management
- 3.2. This agreement includes a monthly bandwidth allowance for data transfer 1 Terabyte unless otherwise agreed in writing. Any bandwidth usage above this level will be subject to additional charges at Optimises prevailing rate.
- 3.3. The Company gives Optimise a limited licence to use its brand and marks for the purposes of fulfilling its obligations under this agreement.
- 3.4. The Company commits that it will have in place appropriate controls to ensure that it is not used in conjunction with any content which are or may be objectively considered to be defamatory, obscene, pornographic, offensive, threatening, blasphemous or liable to incite racial hatred or which promote any illegal activity including (but not limited to) cracking or hacking;
- 3.5. The Company warrants that it will at all times have a valid licence to use any trademarks or other intellectual property that is uploaded to the Optimise System.