

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Welcome to the aufi.com website (the “**Site**”), these terms and conditions (the “**Terms**”) govern your participation in the services of the Site either as a Client commissioning services or as a Member providing services, or both.

1.2 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 using the Site or any of the services available via the Site.

1.3 In these Terms:

“**AUFI**”, “**we**”, “**us**”, or “**our**” means AUFI Limited, a company incorporated in England and Wales under registered number 7709347, or any of its subsidiaries, as the context may require;

“**AUFI Marketing Fee**” or “**AUFI Marketing Fees**” means the fee or fees payable to AUFI Limited by the Member or Members;

“**Bidding Floor**” means the price below which Participants cannot bid when Pitching;

“**Bidding Floor Percentage**” means the percentage used to calculate the Bidding Floor;

“**Breach Fee**” or “**Breach Fees**” is the fee or fees payable to AUFI in the event of a breach of these terms and conditions;

“**Brief**” means a statement of requirements launched by a Client when commissioning services;

“**Budget**” means the Guideline Contract Value;

“**Client**” means a person or Company who is registered as a client on the Site;

“**Client Account**” means an account on the Site registered in the name of a Client;

“**Content**” including “**Member Content**” means materials, in any format, submitted to the Site;

“**Guideline Contract Value**” is the indicative value of the contract for the work being sought by a Client, it is shown at the discretion of the client and when given is seen by Members upon launch of a Brief;

“**Joint Account**” means a Member Account and a Client Account that are registered to the same person or company;

“**Marks**” means all content on the Site, other than content submitted by Clients and/or Members in accordance with these Terms, and the trademarks, and logos that are owned or licensed by AUFI Limited, subject to copyright and other intellectual property rights.

“**Member**” or “**Creative**” means a person who is registered as a Member of the Site in accordance with these Terms whether registering in a personal capacity or as a corporate representative;

“**Member Account**” means an account on the Site registered in the name of a Member;

“**Open Project**” means a Brief that is available to all members of the site.

“**Participant**” means a Member who has registered as a potential respondent to a Brief;

“**Pitch**”, “**Pitches**”, “**Pitching**”, “**Tender**” or “**Tendering**” means a proposal, including any work attached therewith, submitted by a Member for a Client in response to a Brief placed on the Site;

“**Portfolio**” means any work uploaded onto a Member’s Portfolio on the site;

“Private Project” is a brief that is only available to invited members of the site.

“Profile” means any information uploaded onto a Member’s Profile on their My Profile page;

“Site” means the domain www.aufi.com and any and all of its sub-domains;

“Stage 1” means the process immediately following the launch of a Brief onto the Site;

“you” or **“your”** refers to a Client or a Member, as the context requires, who applies to register or has registered on the Site;

2. REGISTRATION

- 2.1 By registering as a Client or as a Member on the Site, you represent and warrant that you meet our requirements for registration as a Client or Member and that all of the information contained in the registration is accurate.
- 2.2 You agree to provide AUFI with all identification documents (including copies of passports, drivers licences and utility bills and/or appropriate corporate verification documents) as AUFI requests from time to time for the purposes of verifying identity.
- 2.3 Clients and Members must be individuals who are 18 years or older. To use the services available from the Site you must register a Client Account, a Member Account or a Joint Account. You agree to provide true, accurate and complete information as prompted by the registration form and other forms you access on the Site, and to update such information promptly as appropriate. You cannot register for more than one Client Account, one Member Account, or one Joint Account. From within your Client account (“My AUFI”) you may submit multiple Briefs.
- 2.4 The relationship of a Member to AUFI Limited shall be that of independent contractor and nothing in these Terms shall render a Member an employee, agent or partner of AUFI Limited or of any of its subsidiaries, successors or assigns and the Member shall not hold himself out as such.
- 2.5 As a Client or Member, you may represent a company or a group of individuals. The registered Client or Member shall grant access to their Client Account or Member Account only to persons authorized to act on their behalf and only in accordance with these Terms. The Client or Member agrees that he shall be fully responsible and liable for any action of any person who uses his Client or Member Account.
- 2.6 If you are using AUFI on behalf of an employer, then both you and your employer will be bound jointly and severally in relation to this Agreement and your employer will be responsible for your actions. Further you warrant that you have full authority to enter into this agreement on behalf of your employer, and for all and every action undertaken by you on the site.
- 2.7 When applying for a Client Account or Member Account, a Client or Member will be asked to choose a password. You are entirely responsible for safeguarding and maintaining the confidentiality of your password. You agree not to use any Client Account or Member Account, or password of another Client or Member without authority from the registered Client or Member. You agree to notify us immediately if you suspect any unauthorized use of your Client Account or Member Account or access to your password or the password of any user of your

Client Account or Member Account. You are solely responsible for any use of your Client Account or Member Account with your password as authorised by you.

- 2.8 When a Member registers a Member Account, he automatically authorizes AUFI Limited to use RSS feeds from any twitter profile, LinkedIn profile, blog and website that the Member has registered under his/her profile. The Member also authorises AUFI Limited to publish his/her photograph and link to that Member's LinkedIn profile.
- 2.9 You may not open an alternative account if your account is suspended or terminated for any reason.
- 2.10 You may not sell, trade, or transfer your Client account to another person, nor accept or use a Client account that was not originally registered in your name. Any Client who is in breach of these conditions shall be considered to be in material breach of these Terms, and we will seek all available remedies, including termination of such Client account.
- 2.11 At all times during your participation in the Site you agree to act in good faith, in a professional manner, to the best of your ability, and in accordance with these Terms.
- 2.12 We reserve the right to change or modify the registration criteria at any time and without prior notice.
- 2.13 AUFI Limited reserves the right in its sole discretion to refuse, suspend, or terminate the membership of any person or Company.

3. CONDITIONS OF ACCESS & USE

- 3.1 You acknowledge and agree that your access to the Site shall be strictly in accordance with these Terms and we may deny access to the Site without prior notice if you fail to comply with them.
- 3.2 As a Client you represent and warrant that all of the information contained in a Brief that you launch is accurate.
- 3.3 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. We assume no liability for activities of your account accessed through your password and username.
- 3.4 You acknowledge and agree that AUFI Limited is acting as agent for the limited purpose of connecting Clients and Members, and is not liable or accountable to you for any aspect of performance or non-performance by a Member or Client of its obligations. The terms on which Members provide their services are set out in paragraph below.

- 3.5 We do not endorse, support, or ensure the accuracy, truthfulness, originality, ownership or reliability of any work by Clients or Members, although we require Clients and Members to be responsible for and to warrant that they have the right to use all the Content they submit or upload to the Site.
- 3.6 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 Site, and your continued use of the Site constitutes your acceptance of any such changes.

4. USER RESPONSIBILITIES

- 4.1 We wish to maintain a friendly and secure community for Clients and Members.
- 4.1 You must decline, or discontinue participation, in any Brief or other activities either on or through the Site 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 or through the Site:
- ⑤ disclose any third party information unless it is in the public domain or for which you have an expressed right to do so;
 - ⑤ copy, modify, transmit, distribute, perform, display, publish or sell in any form, electronic or print, any Content from the Site or the names of any users unless it is in the normal course of providing the services of the Site and is in accordance with the Terms of the Site;
 - ⑤ disclose information that you have a duty or have agreed to keep confidential (e.g., by agreement, employer policy, fiduciary duty, etc.);
 - ⑤ disclose information that you obtained from any person who expects you to keep it confidential or that you believe to be confidential;
 - ⑤ launch or participate in any Brief if doing so would violate applicable law or any agreement with or other obligation to any person, employer, former employer or other entity;
 - ⑤ disclose any trade secrets or other proprietary information not owned solely by you and which you do not have permission to disclose;
 - ⑤ monitor, data-mine, or copy our web pages or any content within the Site, nor collect, archive, trade or sell any personal data, Brief or submission or any other communication about or submitted by other users;
 - ⑤ use any robot, spider, site search or retrieval application, or any other device to copy, retrieve, archive or index any portion of the Site or the AUFI Limited services;
 - ⑤ sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content of the Site in any way for any public or commercial purpose without prior written consent of AUFI Limited;

- ⑤ 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 Site or the names of any users; or
 - ⑤ misuse the Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful or attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.
- 4.2 If you submit Content or initiate any communications which we consider libellous, scandalous, abusive, obscene, discriminatory, unlawful, or otherwise objectionable, we have the right to remove any such material from the Site without prior notification and at our sole discretion.
- 4.3 Clients agree that they will not launch a Brief on the Site for a purpose other than that which is in accordance with the commercial intentions of the Site, such commercial intentions being, inter alia, the reasonable expectation that AUFI can earn an AUFI Marketing Fee. Clients accept that in the event that a misuse of the Site takes place, for example a Brief is launched where the intention is other than to successfully find a Member to produce the work outlined in the Brief, they agree immediately to pay to AUFI a Breach Fee equivalent to 20% of what a leading large agency would typically charge for the equivalent work.
- 4.4 Members agree that they will not Participate in a Brief for purposes other than which is in accordance with the commercial intentions of the Site, such commercial intention being, inter alia, the reasonable expectation that they will pitch for the Brief. Members accept that in the event that a misuse of the Site takes place AUFI has the right to charge the Member a Breach Fee that is equivalent to the AUFI Fee that could have been or was earned in regard to the Brief/s in question.

5. BRIEFS, PITCHING AND FEES

- 5.1 The terms and conditions applicable to any engagement of a Member by a Client for the purposes of a Brief shall be as set out between the Client and the Member. To the extent that such terms conflict with the terms set out in this paragraph, the terms herein shall take precedence.
- 5.2 The engagement of a Member by a Client for the purposes of responding to a Brief that has been launched on the Site is a contract for the provision of services or the future provision of services and not a contract of employment and the Member shall be fully responsible for and shall indemnify AUFI Limited for and in respect of:
- ⑤ 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 Brief or other service;
 - ⑤ all reasonable costs and expenses and any penalty, fine or interest incurred or payable by AUFI Limited in connection with such liability, deduction, contribution or claim; and
 - ⑤ any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Member.

- 5.3 Each Brief may have a Guideline Contract Value; this optional information may be provided to Members as part of the information they receive when considering whether to participate in a Brief. This Guideline Contract Value is set by the Client. Members can bid at prices below, or above, the Guideline Contract Value but in order to maintain an ethical market Members cannot bid at prices more than 30% (the "Bidding Floor Percentage") below the Guideline Price (the "Bidding Floor"). AUFI can change the Bidding Floor percentage, or remove it entirely, at any time and at its sole discretion.
- 5.4 Payment of the AUFI Marketing Fee (including VAT where applicable) shall be payable as follows:
- 5.4.1 the AUFI Marketing Fee shall become payable upon:
- acceptance by the Client of a Pitch made by any AUFI registered Member or group of Members, such acceptance being the Client's notification of appointment (whether verbally, by electronic communication, in writing or by any other means) to an agency or individual or;
 - award to any AUFI registered Member or group of Members of further work, whether related or unrelated, and in accordance with Clause 8.2.
- 5.4.2 the Client and Member agree that it is the responsibility of both the Client and the Member to each inform AUFI Limited within 3 business days of accepting a Pitch or of awarding or receiving further work, that the conditions in have been met; and
- 5.4.3 AUFI Limited shall invoice the Member and payment shall be made to AUFI Limited within twenty eight days of the invoice date. AUFI has the right to charge reasonable administration and late payment fees for non-compliance with the terms in this paragraph.
- 5.5 Members may submit Pitches in response to Briefs only through the Site. Clients shall only accept Pitches for Briefs made through the Site. Any Client or Member in breach of this condition shall be considered to be in material breach of these Terms, and we will seek all available remedies, including termination of such Client, and, or Member account. In the event of such breach the Client accepts that the AUFI Breach Fee becomes due and payable immediately, irrespective of whether a Pitch has been accepted and clause will not apply.
- 5.6 AUFI Limited makes no commitment regarding the frequency or quantity of Briefs you will receive.
- 5.7 Unless otherwise stated in a Brief, a member will only be compensated for work undertaken for a Client on Briefs for which your Pitch is accepted by the Client and you will not be compensated for preparation time or time set aside if a Brief with a client does not proceed for any reason.
- 5.8 The Client shall be deemed to have accepted the Pitch, under , when the AUFI process has been completed by the Client, such completion being when it is agreed (through written, verbal or electronic communication or any other means) that a Client has accepted a Member's Pitch in part or in whole and notwithstanding any requirement for documentation of such agreement.
- 5.9 The Member shall perform the services in relation to the Brief with reasonable care and skill and to such standard as may be reasonably expected from a Professional carrying out projects of that nature.

5.10 All intellectual property rights in Content submitted by a Member in relation to a Brief, including Content submitted in Pitches shall remain, unless agreed by the Member in advance or by contract following completion of the AUFI process in accordance with paragraph , the property of the Member until the Client has made payment in full for the work carried out by the Member in accordance with the Terms agreed between the Client and the Member.

5.11 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.

5.12 The Member shall not be liable for any failure or delay in the obligations in respect of a Brief to the extent that such delay or failure is due to any acts or omissions of the Client.

5.13 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.

5.14 Subject to paragraph in respect of which liability shall be unlimited, each party's aggregate liability arising out of or in connection with any Brief whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed an amount equal to the total amount of the budget for the Brief.

5.15 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 Content provided by a Member in response to a Brief infringes the intellectual property rights of any third party provided always that the Client:

- gives notice to the Member and to AUFI Limited 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.

5.16 The Member shall reimburse the Client's reasonable costs incurred in complying with the provisions of paragraph above.

6. STAGES & COMMUNICATIONS

6.1 Immediately following the launch of a new Brief onto the Site ("Stage 1") Members can ask questions to seek clarification regarding the Brief and the process. These questions and

answers are not visible to other members or clients on the site but the Client may wish to add or amend or clarify the Brief in response to such questions and is free to do so.

- 6.2 Clients and Participants can communicate either one-to-one, in groups, or collectively and such communication can be open, closed or a combination.

7. AWARDS, REVIEWS AND RANKINGS

- 7.1 AUFI may, at its sole discretion, utilise awards including, inter alia, Merits, Commendations, and Points. Such awards, as used from time to time, are solely for the purpose of providing a tool to aid decisions made by Members and Clients when making choices concerning respectively each other's services or Briefs and do not infer any right whether financial or other concerning AUFI, its subsidiaries, associates, successors or assigns.
- 7.2 Members and Clients accept that the Site may include systems for the purpose of reviewing or ranking and that acceptance of these systems, introduced at the sole discretion of AUFI, form a part of these Terms.
- 7.3 AUFI may, at its sole discretion, use promotional tools, such as "AUFI Shares". For the avoidance of doubt "AUFI Shares" do not constitute equity shares in aufi or any of its subsidiaries, associates, successors or assigns. Holders of "AUFI Shares" or other such promotional tools will be subject to the terms and conditions of the specific promotion and in the event of conflict the Terms herein take precedence.

8. AUFI MARKETING FEE

- 8.1 AUFI Limited is entitled to an AUFI Marketing Fee, from the successful Member or Members, in respect of each Brief of an amount equal to 20% of the fee pitched and accepted by a Client at the conclusion of the pitching process. For example (exclusive of VAT): a successful pitch of £10,000 would mean an AUFI Marketing Fee of £2,000 plus applicable VAT.
- 8.2 In addition to the initial AUFI Marketing Fee referred to in Paragraph 8.1 the Member agrees to pay AUFI Limited further AUFI Marketing Fees on all and any subsequent work awarded to the Member (including to the Member's subsidiaries, associates, assigns or other connected parties) by the Client (including from the Client's subsidiaries, associates, assigns or other connected parties) during the period ending 12 months after completion of the work for which the initial AUFI Marketing Fee was paid and whether or not the Client uses the AUFI site in relation to any or all of the additional work.
- 8.3 In the event that the additional work referred to in Paragraph 8.2 does not involve a competitive tender using the AUFI site the AUFI Marketing Fee will be amended as follows: if the value of the first contract with the Client was less than £50,000 the AUFI Marketing Fee will be charged at 20% until the aggregate contracted amount exceeds £50,000. Thereafter, the AUFI Marketing Fee will be 7.5%.

For the avoidance of doubt an example is given below (all amounts exclude VAT):

Example:

Value of successful pitch for new a Client: £30,000

AUFI Marketing Fee: £30,000 x 20% = £6,000

In this example, the successful pitch for the new Client was less than £50,000, consequently the 20% rate will continue to apply for the next £20,000 of contract value (this is calculated as £50,000-£30,000=£20,000). Thereafter, provided the repeat business received from the Client was not through a competitive tender on the AUFI site, the AUFI Marketing Fee is 7.5%.

Contract value of repeat business No 1: £40,000

AUFI Marketing Fee at 20% rate: £20,000 x 20% = £4,000

AUFI Marketing Fee at 7.5% rate: £20,000 x 7.5% = £1,500

Total AUFI Marketing Fee: = £5,500

Contract value of repeat business No.2: £50,000

AUFI Marketing Fee at 7.5%: £50,000 x 7.5% = £3,750

In this example, the total AUFI Marketing Fees for the full £120,000 of work would be:

First contract: £6,000

Second contract: £5,500

Third contract: £3,750

Total £15,250 (equivalent to 12.5%)

Invoicing and payment of these additional AUFI Marketing Fees will be in accordance with Paragraph 5.4.

8.4 The Member agrees to notify AUFI Limited in writing or by email of all such subsequent work within 10 business days of such work being awarded to the Member. The Member also agrees to provide AUFI Limited within 5 business days, copies of any documentation in respect of such additional work as AUFI Limited may reasonably request in order to determine the AUFI Marketing Fees payable to AUFI Limited.

8.5 For the avoidance of doubt, AUFI Marketing Fees are not payable on incidental costs and expenses that are charged in addition to the contract value and are charged at cost or at the supplier rate.

9. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 AUFI Limited and its licensors own and retain all rights in the Site, which includes proprietary and confidential information. All Content on the Site, other than Content submitted by Clients and/or Members in accordance with the Terms, and the trademarks, and logos (the "**Marks**") are owned or licensed by AUFI Limited, subject to copyright and other intellectual property rights.
- 9.2 Unless expressly stated otherwise you hereby authorise the use of your logo by AUFI Limited on the Site.
- 9.3 If you print off, copy or download any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 9.4 You may not use the Marks for any purpose, event or promotion without AUFI Limited's prior written consent.
- 9.5 AUFI Limited 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 being offensive, indecent, or objectionable, and you hereby waive, any legal or equitable rights or remedies you have or may have against AUFI Limited with respect to such Content. You further agree to indemnify and hold AUFI Limited harmless to the fullest extent allowed by law regarding all matters related to your use of the Site.
- 9.6 AUFI Limited does not endorse any Content submitted by Members or any opinion, recommendation, or advice expressed therein, and AUFI Limited expressly disclaims any and all liability in connection with any Member Content. AUFI Limited does not permit copyright infringing activities and infringement of intellectual property rights on its Site, and AUFI Limited will remove any Content if properly notified that such Content infringes a third party's intellectual property rights. AUFI Limited reserves the right to remove Content without prior notice and in its sole discretion.
- 9.7 You represent that all Content that you submit to a Client or to AUFI or that you enter on the Site is your own intellectual property or that you have obtained all necessary permissions or licences for, and to share, such Content with AUFI and its Clients and, or, Members, and that such Content (and AUFI Limited's and/or a Client's and/or a Member'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 the Site or to AUFI Limited or to Clients or to Members that is unlawful, threatening, defamatory, profane, deceptive, or misleading, or otherwise violates these Terms. You shall indemnify, defend and hold harmless AUFI Limited and its Clients and/or its Members 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 AUFI Limited or any Client or any Member.

- 9.8 You take responsibility for all Content that you submit to the 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 authorise the Site 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 authorised to upload.
- 9.9 Members and Clients are solely responsible for their Content. You acknowledge that AUFI Limited does not endorse and is not responsible for your Content. AUFI Limited 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. AUFI Limited has no obligation to use, post, or deliver any Content you submit to the Site.
- 9.10 Except as expressly provided in these Terms, you shall retain all rights, title and interest in and to Content you create; provided, however, that to the extent you subsequently include any such Content in any Pitch that is accepted by the Client, you grant that Client a perpetual, worldwide, royalty-free, and transferable licence to use such Content (including all Content in your Pitch or Pitches for the relevant Brief) for any purpose permitted under the terms of the relevant Brief. Any alternative to this must be made explicit in your Pitch to the Client and in any subsequent agreement between the Member and the Client. You acknowledge that AUFI Limited does not have any responsibility for or in regard to any such agreement.
- 9.11 Subject to the foregoing, the Client shall be permitted to use any ideas, concepts, knowhow, or techniques contained in any successful Pitch you make 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 Content included in a successful Pitch and information you create for a Client in the course thereafter of working on a Brief, and all intellectual property rights therein, shall be owned entirely by and shall be proprietary to the Client unless otherwise expressly agreed, in writing, between the Member and the Client. You acknowledge that AUFI Limited does not have any responsibility for or in regard to any such agreement.
- 9.12 You retain ownership of any Content that you submit to the Site or through AUFI Limited's websites other than in connection with a successful Brief for a Client, including but not limited to submissions and presentation materials for AUFI Limited seminars, roundtables, conferences, or other events, but grant AUFI Limited a perpetual, world-wide, royalty-free, transferable, and exclusive licence to publicly display such Content, attributed to the Member, in whole or in part, in all languages and forms, for any commercial or non-commercial purpose in connection with promoting AUFI limited its subsidiaries, successors and assigns unless otherwise agreed in writing. You further grant AUFI Limited the right to use, distribute, reproduce, publish, reprint, and publicly display the updates of any twitter or similar account you submit when registering as a Member, as well as updates from your LinkedIn or similar profile and content from your blog and websites, that are associated to your Member profile.
- 9.13 AUFI Limited may in its sole discretion compensate Members for submissions to AUFI Limited websites but has no obligation to do so. Content on AUFI Limited's websites (which may include your Member Information) may be visible to others on AUFI Limited's websites, transmitted to third parties through forwarding features that AUFI Limited may make available on its websites, and used in marketing materials.

10. RESERVATION OF RIGHTS

10.1 AUFI Limited 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 Site. The AUFI Limited logo and name are trademarks of AUFI Limited, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Site may be the trademarks of their respective owners.

11. PRIVACY

11.1 All personal information provided to AUFI Limited is treated with the utmost confidence and care. We process information about registered users of the Site in accordance with the terms of our Privacy Policy. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

11.2 AUFI Limited undertakes to disclose your personal information and other data only under the following circumstances:

- in the course of a Brief, where disclosure is necessary to a Member/s, and/or Participants and/or the public or in the course of a Pitch where the disclosure is necessary and in the normal or specific operation of the Site to a Client and or the public and other Members;
- in your Profile, Portfolio, Blog or other areas of the Site that are, in the normal or specific operation of the Site, open to either the public and/or Members and/or Clients;
- in other circumstances that are directly implied by the purpose agreed between you and AUFI Limited at the time of data collection or subsequently;
- with your consent, or at your request;
- where required or permitted by law, provided that AUFI Limited will use reasonable endeavours to disclose only such of your data as is necessary in the particular circumstances.

12. TERMINATION OF YOUR ACCOUNT

12.1 You may terminate your account at any time if you do not at that time have an active Brief on the Site by sending a request to terminate your account to info@aufi.com. If you have an active Brief on the Site, you may contact us at info@aufi.com to request termination of your account.

12.2 AUFI Limited may, at our sole discretion and with or without cause, immediately terminate your account and all access to the Site without prior notice. In the event your account is terminated due to a breach by you of these Terms, you agree that all AUFI Marketing Fees and Breach Fees then paid by you up to the date of Termination shall be non-refundable.

12.3 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.

13. DISCLAIMERS AND LIMITATIONS

13.1 AUFI Limited 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 Site by any Member. The Site, and all materials, information (including, without limitation, any information or materials obtained or accessed through the Site) are provided "as is," with no warranties whatsoever. AUFI Limited 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.

13.2 You agree that your use of the Site is entirely at your own risk. You agree to hold harmless and indemnify AUFI Limited, 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 Site, including any liability or expense arising from all claims, losses, damages (actual and consequential).

13.3 AUFI Limited 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 Site, whether or not AUFI Limited 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 AUFI service, from inability to use the website or the AUFI Limited 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.

13.4 AUFI Limited does not warrant that your use of the Site will be secure, uninterrupted, always available, and error-free or will meet your requirements, or that any defects in the Site will be corrected. AUFI Limited disclaims liability for, and no warranty is made with respect to, the connectivity and availability of the Site.

14. LINKS FROM OUR WEBSITE

14.1 Where the 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.

15. JURISDICTION, APPLICABLE LAW AND DISPUTE NOTICE

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

16. SEVERABILITY

16.1 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.

17. ASSIGNMENT

17.1 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.

18. WAIVER

18.1 The failure of AUFI Limited 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.

19. ENTIRE AGREEMENT

19.1 These Terms constitute the entire agreement between you and AUFI Limited relating to your use of the Site and supersede and replace all prior or contemporaneous understandings or agreements relating thereto, written or oral.