



MessageSpace Terms of Service

Division of Revenue

EOS Online Media will share revenues 50 / 50 with publishers net of all sales commissions and taxes where applicable. Publisher sales revenue will be divided between the MessageSpace blogs in accordance with the number of impressions advertisers get on each site. Different Publishers may at times be paid different rates for the same advert. You may of course make sales yourself and consequently earn commission or negotiate split commissions with us for handing over leads, though in either case, we ask you to keep us informed as you will not have access to the appropriate part of the MessageSpace advertising engine.

Exclusions

You may have existing relationships with advertisers, you should let us know who they are as soon as possible and we shall not seek to sell them space on your site. You may have other exclusions you wish to apply, for example you may not wish to run ads from certain pressure groups, risqué advertising or even specific advertisers. Please let us know your exclusions as soon as possible and we will endeavour to abide by them. We will of course seek to contact you if we are in any doubt with a specific potential advertiser. Feel free to call and discuss this further if necessary.

Termination of Agreement

We must give you 90 days notice of termination of delivery of the MessageSpace service to any publisher. Such termination is constituted by the ceasing of advertising sales to be applied to your site. As far as is reasonable, we must continue delivering the service to you until obligations to existing advertisers are concluded. So if an advertiser has paid for three months on the understanding that your site is one of the publishing channels, you will continue to earn the appropriate revenues from this advertiser, even though we will not sell further advertising onto your site after termination. Likewise, you must give us 90 days notice of termination of access to your site by the MessageSpace service. Such termination is constituted by the ceasing of acceptance of new advertisements for your site. As far as is reasonable, you must after termination of the agreement maintain our access to your site, until outstanding obligations to existing advertisers are concluded. The advertiser at the end of the day will have paid for space thinking that your site is one of the channels being used and that obligation should be met. We have to give you 28 days notice if we are going to change the terms of this agreement.

Downtime

As far as is practicable, we must maintain uptime for the MessageSpace service of 99%. As far as is practicable, the Publisher must maintain 99% uptime for any Publishing channel using the MessageSpace service. In practicality, we won't be maintaining a log of when your site is working and when it isn't, we just felt there should be something between us saying that if there's a technical problem, you have to try and sort it - as do we if it's at our end. It is inherent in the structure of the internet that there will be downtime, it also likely that from time to time recorded advert impressions measured by different tracking systems will

show a discrepancy. Where this occurs EOS Online Media Limited will make a commercial decision and determine the basis upon which payout is to be made. This may result in a lesser payout than expected and may favour EOS Online Media Limited.

Advertising Rates

We will seek to optimise long-term advertising revenues. We will seek to optimise revenues for all Publishers. We will publish a rate card scheduling advertising rates, yet may negotiate discounts with advertisers. You agree to carry free advertisements for the MessageSpace service and dummy ads. From time to time, by specific agreement with you, we may run Public Service Advertisements for free. An example of this would be in the event of a major tragedy occurring, requiring an urgent fund-raising need. From time to time, we may enter into advertisement swapping arrangements with other advertising channels. Under these circumstances, free or discounted ads may be run in exchange for free or discounted advertising of the MessageSpace service by a partner organisation. We would ask you not to refuse such advertisements unreasonably. From time to time, we may run revenue-generating dummy ads competitions etc and we will agree a fee schedule with you in advance of doing so. Paid for advertisements will have priority over free advertisements.

Confidentiality

You may not divulge to any third party specific financial terms arising from this agreement without permission from EOS Online Media, not to be unreasonably withheld. You may not divulge to any third party commercially sensitive or otherwise confidential information about EOS Online Media, its business partners, employees, staff or contractors. You may not divulge to any third party commercially sensitive or otherwise confidential information about other Publishers using the MessageSpace service, their business partners, employees, staff or contractors. We may publish specific information about you and your website with authorisation from you even if it is not already in the public domain. We may publish without authorisation from you information about you and your site if that information is aggregated with the same data on all the other publishers using the MessageSpace service. For example, we can't tell people what we pay you, but we can say what the publishers earned collectively. We may use the Publisher and Publishing channel's name and branding to promote the MessageSpace service.

Non-Compete

If you use another advertising agency, you should inform us in advance. Publishers should not place competing adverts in directly competing positions with MessageSpace adverts. We operate a premium advertising service promising advertisers premium positioning, competing adverts in the same positions undermines this promise. You agree to ensure that MessageSpace adverts occupy "above the fold" positions and that they are not repositioned without prior agreement. Any variation from these conditions renders the Publisher in breach of contract, entitling EOS Online Media Limited to immediately cancel the contract and withhold any payment that may have been due under the terms of service.

Publishers further undertake not to participate in, or assist with the development of any service that offers the same or any similar functionality to that of MessageSpace during the term of this agreement and for 12 months after the termination of this agreement.

15 August 2007
EOS ONLINE MEDIA LTD