

TERMS AND CONDITIONS

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- 2.11 Except in respect of a payment obligation, neither the buyer nor TMRC will be held liable for any failure to perform any obligation to causes beyond the buyer's or TMRC's respective reasonable control.
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- a) Make the Products and/or Data derived thereof (in whole or in part) available on a Computer Network.
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- b) Use limited and insubstantial extracts from the Products for external purposes, provided that such use is in the ordinary course of the buyer's business, and does not form part of a regular or routine pattern of use, and provided further that where extracts of the Products are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Products shall (unless otherwise agreed with TMRC) not be released unless the following conditions are complied with:
 - A proof, copy or relevant section of the document is supplied to TMRC (info@multimedia-research.com) for prior approval and TMRC gives such authorisation in writing.
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- f) Allow any person to use and/or gain access to the Products and/or Data derived thereof other than in accordance with these Terms.
- g) Allow any person who is not a bona fide employee in the buyer's organisation to use and/or gain access to the Products and/or Data derived thereof.
- h) Alter, modify or develop derivative works from such Products and/or Data derived thereof, nor may the buyer create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Products and/or Data derived thereof (other than as expressly permitted in sub-clauses 4.1 (a)-(d) above).

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- 5.1 This website is operated jointly by *the Multimedia Research Consultancy* and by *ems (Electronic Media Services)* of Passfield Business Park, Liphook, Hampshire, with the latter responsible for both maintaining and hosting the website. Though *TMRC* endeavours to ensure the accuracy of the information placed on this website we do not warrant or guarantee the accuracy or correctness of such information or of any other content, description or material placed on or referred to on this web site. We do not warrant that the website, its content or the server that makes it available are error or virus free or free of other harmful components or that your use of this web site will be uninterrupted.
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- 5.3 If you are dissatisfied with the website or any content or materials on it, your sole exclusive remedy is to discontinue your use of the website.
- 5.4 *TMRC* makes no representations whatsoever about any other websites which you may access through the use of its reports. When you access any other website you understand that it is independent from *TMRC* and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that *TMRC* endorses or accepts any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.
- 5.5 **Changed Terms.** *The Multimedia Research Consultancy* may change or discontinue any aspect of its website at any time, including its content or features. We reserve the right to change the terms and conditions applicable to the use of our products and services. Such changes shall be effective immediately upon notice, which shall be placed on the website.

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- a) Advertising
 - b) Press Releases or Media Alerts
 - c) Promotional Materials and Collateral
 - d) Web Sites, Bulletin Board Postings and Online Services
 - e) External Presentations

7 **Privacy Policy**

- 7.1 This privacy policy explains what we will collect about you, how we will use it and the steps we will take to ensure that it is kept secure. If you have any questions

about this privacy policy or the privacy practices of this site you can contact: enquiries@multimedia-research.com

- 7.2 By purchasing *TMRC* products you consent to us collecting and using personal information about you on the terms set out in this policy. We may update this Privacy Policy from time to time, so please check back here regularly.
- 7.3 We take privacy issues relating to users of our website seriously. We respect your personal information and will hold that information as required by Data Protection legislation. When you purchase products *TMRC* will ask you to provide your name, organisation, email address, and other information. We use that information to process orders, as well as to keep track of what topics are of interest to our customers. This information will not be shared with any third party. By supplying us with your information you confirm that you do not consider use of your information in accordance with this Privacy Policy to be a breach of any of your rights under the Telecommunications (Data Protection and Privacy) Regulations 1999.
- 7.4 Keeping your information secure is very important to us. The Multimedia Research Consultancy uses 128 Bit SSL to encrypt all your payment details. We will use all reasonable measures to safeguard your data, but please note that we cannot guarantee that any data transmission over the Internet is completely secure.

8 Placing An Order

8.1 Making an On-line Purchase

- a) You can purchase reports / database extracts using a credit or debit card on-line from the website. Reports / database extracts can be supplied either as electronic files (pdf, CSV, Excel formats) or in printed form. The current default for our DAPPs database is for us to supply it as a CSV file - other formats are by special arrangement
- b) Just browse our site, click on any reports / database extracts that you wish to buy and add them to the shopping basket. You can choose whether you want to have the report / database extract sent to you by post or whether you want to have the report / reports / database extract / extracts downloaded.
- c) You can pay using a PayPal account or you can pay via Credit Card. In the latter case you will then be asked for a few details, which we will need to process your order. We accept Visa, MasterCard, Switch, Delta and Solo Credit/Debit Cards. You do not have to be a PayPal member or join PayPal to purchase in this way.
- d) Once your order has been completed, a 'Make your Payment' screen will be displayed with the total price and you can either pay or cancel at that stage.
- e) An Order Confirmation e-mail will be sent to you almost immediately, which you can print for your records.
- f) You will then receive an email with a *TMRC* invoice and if you have ordered an electronic version of the report or database this email will have the file attached for you to download to your computer. If you have ordered a hard copy of report / database extract this will be despatched by courier (see section 8.3 overleaf).
- g) By clicking on the "Pay" button at the 'Make your Payment' stage the contracting party (the 'authorised buyer'), as defined by the name, contact

details and address entered during the ordering process is deemed to have unequivocally accepted the Terms and Conditions shown above.

- h) VAT (Value Added Tax) will be charged to all customers in the EU and UK. Customers in the rest of the World will not be charged VAT. All customers will be sent an Invoice with the TMRC VAT number and purchase details. In the case of customers in the EU (but outside the UK) we have asked you to supply a VAT Registration Number, either as part of the on line purchase or on the order form. For these VAT registered EU companies we will refund the VAT element via the payment method you used to pay us in the first place (Cheque/Paypal/Credit Card). This will happen shortly after your payment. Customers in the EU or UK, who are not VAT registered, will not be refunded in line with current EU VAT legislation.
- k) If you experience any difficulties in placing your order, please email us on <mailto:enquiries@multimedia-research.com> or call us on +44 (0) 20 8292 6367, where a member of staff will be happy to help you.

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- a) Customers in any country can order reports via fax or post. You can print an Order Form from the web site for this purpose.
- b) Payment can be made by transferring money to 'The Multimedia Research Consultancy' bank account - details of this bank account are shown on the printable 'Order Form'.
- c) UK customers can pay by cheque, made payable to 'The Multimedia Research Consultancy' and send to us by post at:-

188 'Braemar'
Station Road
Crayford
Kent
DA1 3QQ
United Kingdom
- d) A suitable [Order Form](#) to accompany the cheque can be printed from this site.
- e) UK (only) companies can order reports / database extracts for immediate despatch (in hard copy or electronic form) prior to payment. However this arrangement only applies to limited companies and only if this order is accompanied by order confirmation on letter headed note paper which confirms the status of the company.
- f) If you are a US Customer and do not have a credit card, we recommend payment in UK pounds sterling by United States International Postal Money Order available from U.S. Mail. Please make the order payable to 'The Multimedia-Research Consultancy'.
- g) If you are in Europe you can pay by Euro Cheque in UK pounds sterling, made payable to 'The Multimedia-Research Consultancy' and send by post to our address [See above].
- h) For the Rest of the World, you can pay by cash (Pounds Sterling, US Dollars or Euros) by registered mail. However, we cannot accept responsibility for any cash lost in the post.

8.3 Shipping and Handling

- a) We use a courier service for the physical despatch of hard copy versions of our reports / database extracts and our charges are based on their rates. The UK delivery rate for 2007 is £15 and the worldwide rate is £40.

8.4 Delivery Schedule

- a) Hard copy versions of reports / database extracts can be expected to arrive with UK customers in 2 working days. International orders, on the other hand, are generally fulfilled within 5 working days.

8.5 Returns Policy

- a) In the event of a hardcopy version of a report arriving in a poor condition, we will happily replace the same upon return of the damaged original. At the same time we are happy to resubmit a pdf, CSV or Excel file to an authorised purchaser in the event of the file having been corrupted or interrupted in transmission. We will not refund for any other reasons.
- b) Purchasers are advised to examine the Table of Contents for each report, as well as the "All you need to know about the Mobile Games DAPPs database" document with great care as they will clearly define what the purchaser may reasonably expect from the purchase. *The Multimedia Research Consultancy* will not refund money for 'missing' information, which has not been itemised in an individual report's Table of Contents.
- c) If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product in the year in which such liability arose.

9 Database Security

The complete database and the regional extracts have been seeded with up to a maximum of 25 companies which are fictitious in nature and whose identity is known only to TMRC.

These fictitious enterprises are UNIQUE to each individual buyer of the database. If the database in its entirety (or a regional subset) were to be released illegally into the public domain TMRC will be able to identify which buyer/purchasing organisation had released the data without express permission. We will naturally seek a legal resolution of any violation of our Terms and Conditions.

[Terms and Conditions 8.3.2007]