

## Terms and Conditions

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These Terms apply to any confidential partner program ("Partner Program") operated by Hammerhead Interactive Limited, trading as **Dimension**, whose registered address is 1st Floor, Baltimore House, Gateshead, NE8 3DF, UK, and your organisation or company ("you"). Your participation in any Partner Program and use of the Partner Program software is subject to these Terms which form a binding agreement between you and us.

1. You must keep confidential all information relating to the Partner Program software and the Partner Program. In particular, you must not discuss the Partner Program with anyone associated with a competing company, publisher, a news or information service (whether television, magazine, newspaper or otherwise), social media, or in any online forum or chat room. Any codes or passwords which give access to Partner Program software or Partner Program forums are personal to you and must not be shared with anyone else.
2. You must keep the Partner Program software secure. You are licensed to use the Partner Program software on a non-exclusive, revocable, non-transferable, limited basis and you must only use it for the purposes of evaluating the Partner Program software. The Partner Program software is provided on an 'as-is' basis, with no warranty, express or implied. You must not copy the Partner Program software, give or sell it to anyone, try to reverse engineer it, nor use it to create derivative works.
3. From time to time we may modify the Partner Program software and related content and services automatically and without notice. Modifications may cause loss of data or content and loss of function or utility. You hereby authorise us to make all such modifications and agree that, to the extent permitted by applicable law, we are not liable for any loss of data, content, function or utility.
4. We will use any personal information which you give us when you register or in the course of the Partner Program to operate the Partner Program and for research and analysis, in particular to improve the Partner Program software and our other products and services. You agree that we may contact you in connection with the Partner Program and to collect your feedback on the Partner Program software.
5. You agree to act as a reference in connection with Partner Program and authorize us to refer to you on our websites (including use of your logo) and post any text videos and photos taken of you during the Partner Program containing testimonials and quotes (including your logo) on our websites.
6. You agree that your suggestions for improvements, enhancements and other changes to the Partner Program software, and our other products and services, and any material which you provide to us during the Partner Program, will belong to us and may be implemented by us, in whole or in part, without any payment or other compensation to you or anyone else. If your suggestions are not your own original ideas, please do not submit them.
7. We reserve the right to suspend or cancel any Partner Program or your access to any Partner Program at any time in our absolute discretion. If we believe that you are in breach of any of these Terms or any other relevant terms, we may terminate your participation in any Partner

Program and the Partner Program community or suspend or ban your access to the Partner Program.

8. To the extent permitted by applicable law, these Terms shall be construed and interpreted in accordance with the laws of England and the contract between you and us shall be deemed to have been formed and performed in England. We may assign our rights and obligations under these Terms to any of our affiliates and sub-contractors without your consent provided that such assignment does not adversely affect your rights under these Terms.

Confidential Partner Program Agreement version 1.0: March 2018