

REQUEST FORM FOR ACCESS TO, AND USE OF, THE COPYCENTRAL SYSTEM TO PERFORM AUTHORISED ACTIVITIES ("REQUEST FORM")

**PLEASE PRINT AND COMPLETE THIS REQUEST FORM IN CAPITAL LETTERS USING BLACK INK.
PLEASE SCAN AND RETURN ALL PAGES AS A COMPLETE DOCUMENT TO HELP@CLEARCAST.CO.UK.**

Note: you must complete and sign the last page of this request form and the attached Conditions of Use on behalf of your company before your company's nominated users ("authorised users") can be given access to the online system hosting Clearcast's database of advertisements (known throughout the rest of this request form and Conditions of Use as "the System").

This request form and the attached Conditions of Use are entered into by your company, whose registration details are below (referred to in this request form and the Conditions of Use as "you", "your" or "your company"), and Clearcast Limited of 4 Roger Street, 2nd Floor, London, WC1N 2JX (company no. 06290241) (referred to as "we", "us", "our" and "Clearcast" in this request form and the Conditions of Use).

This request form, the attached Conditions of Use, and the "Authorised User Rules", which set out the rules for how authorised users may use the System (a copy of which is attached at Schedule A to the Conditions of Use) (together, this "Agreement") governs the terms upon which Clearcast permits your company (through its authorised users) to access and use the System. Each of Clearcast and your company is referred to as a "Party", and together, the "Parties".

Your attention is drawn to the warranties and indemnities in Condition 4 and the limitations of liability in Condition 5 below.

Effective Date	
Company Name	
Company Registered Address	
Company Registration Number	
Type of Company	<input type="checkbox"/> Creative Advertising Agency <input type="checkbox"/> Media Buying Agency <input type="checkbox"/> Advertiser - Film & Video Games <input type="checkbox"/> Advertiser - Health & Beauty <input type="checkbox"/> Advertiser - Food & Drink (excl. Alcohol) <input type="checkbox"/> Advertiser - Alcohol <input type="checkbox"/> An Advertiser - Gambling <input type="checkbox"/> Advertiser – Motoring <input type="checkbox"/> An Advertiser - Charity <input type="checkbox"/> Advertiser – Other, please state: <input type="checkbox"/> Broadcaster <input type="checkbox"/> Digital Publisher <input type="checkbox"/> Ad-serving Company <input type="checkbox"/> Production Company/House <input type="checkbox"/> Post-Production Company/House

Will your company be submitting longform teleshopping scripts (more than 4 minutes)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Every company must have at least one nominated “super user”, which is an authorised user with overall responsibility for your company's (and all of its authorised users') access to, and use of, the System. Please name your super user(s) in the table below. Please also name in the table below the person we should contact from your company for dealing with queries relating to this Agreement and any contractual variations to this Agreement (“Main Company Contact”). You warrant that your Main Company Contact has the necessary authority to agree to such variations. Additional super users and authorised users may be added or removed by the super user listed below in accordance with the terms of this Agreement.

1.	Main Company Contact for queries relating to this Agreement and contractual variations	Name	
		Email address	
		Telephone number	
2.	Super user with overall responsibility for your company’s access to, and use of, the System	Name	
		Email address	
		Telephone number	
3.	Additional super user 1 (optional but recommended)	Name	
		Email address	
		Telephone number	
	Additional super user 2 (optional)	Name	
		Email address	
		Telephone number	

Contact Us: Clearcast Operations on 020 7339 4780 or help@clearcast.co.uk

Conditions of Use

In order to protect us, you and the third party supplier(s) of the System (the “systems provider”), and to enable you to access and use the System to perform the Authorised Activities (as defined below), you agree to the Conditions of Use set out below. The Parties acknowledge and agree that their mutual obligations under these Conditions of Use constitute good and valuable consideration.

For clarity, note that Clearcast may supply the clearance data related to your Submissions (as defined in Condition 1.1 below) to several types of organisation:

- broadcasters, who may broadcast linear channels via digital terrestrial television (“DTT”), satellite or cable and/or on-demand or Internet Protocol Television (“IPTV”) services;
- digital publishers including, without limitation: platform operators, who may serve ads in content they carry on their platform; media owners, who provide video on demand (“VoD”) or IPTV services; and digital posters or providers of other audio-visual forms of advertising (each a “Digital Publisher” and together, “Digital Publishers”); and
- ad serving companies, which serve advertising into VoD or IPTV services provided by broadcasters or Digital Publishers (“Ad Serving Companies”).

A list of channels and services for which Clearcast clears can be found on the Clearcast website at www.clearcast.co.uk.

1 Licence and intellectual property rights

1.1 Subject to the terms of this Agreement, Clearcast hereby grants you and your authorised users a non-exclusive, non-transferable, limited licence to access and use the System during the System Term (as defined in Condition 2.1.1 below) for the purposes of: (i) enabling you to send us scripts of advertising copy, supporting materials that your company provides to back up claims made in the advertising copy you submit, rough cuts of advertising copy, and final versions of VoD advertisements and advertisements for broadcast (collectively, “Submissions” and each, a “Submission”) which you may require us to advise on or clear; and (ii) exchanging any comments with Clearcast in relation to your Submissions as part of the copy clearance process, (together, “Authorised Activities”). (Note that there may be charges for some advice and clearances, e.g. pitch scripts, teleshopping ads, late clearances or bespoke clearances, in which case separate agreements will apply. For the avoidance of doubt, no charges are payable for your use of the System in accordance with this Agreement.)

1.2 All rights in and to the System are owned by us and our systems provider and nothing in these Conditions of Use will operate to assign or transfer such rights.

2 Clearcast obligations

2.1 Clearcast will:

2.1.1 provide you and your authorised users with access to the System at no cost for the purpose of enabling your authorised users to perform the Authorised Activities, from the date Clearcast first permits your authorised users to access the System and continuing until either:

- (i) you notify us in writing that you no longer wish to access the System (upon which this Agreement will terminate automatically); or
- (ii) Clearcast ceases to use the System for copy advice and clearance (upon which this Agreement will terminate automatically); or
- (iii) this Agreement is otherwise terminated in accordance with its terms,

(the “System Term”);

2.1.2 provide you with access to, and use of, the System during the System Term pursuant to the licence granted in Condition 2.1.1 above, but such licence is subject to the restrictions on availability set out in this Condition 2.1.2, and is conditional upon:

- (i) you complying with your obligations and responsibilities as set out in these Conditions of Use, and ensuring that your authorised users do the same; and
- (ii) there not being any event or circumstances beyond our reasonable control that prevents us from doing so, such as the System not being available due to mechanical breakdown, maintenance, hardware or software upgrades, telecommunication connectivity problems, outages by our cloud provider, power shortage, network failure, server crashes, deletion, corruption, loss or removal of data, fire, storm, flood, earthquake, explosion, accident, war, epidemic, labour dispute, or any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency (each, a “Force Majeure Event”).

If you fail to comply with your obligations and responsibilities as set out in these Conditions of Use, or in the event of any Force Majeure Event, Clearcast reserves the right to immediately suspend your company's and/or your authorised users' access to, and use of, the System. Once your company resumes compliance with these Conditions of Use or the relevant Force Majeure Event ends, Clearcast will reinstate your company's and your authorised users' access to, and use of, the System within a reasonable time. However, if:

- (a) there has been a material or persistent breach of these Conditions of Use by your company or any of your authorised user(s), Clearcast reserves the right to terminate these Conditions of Use in accordance with Condition 6.2.1 below; and
- (b) Clearcast is prevented from performing its obligations under this Agreement in relation to a Force Majeure Event which continues for more than ninety (90) days, then Clearcast will be entitled to terminate this Agreement with immediate effect without liability to you on giving written notice of termination to you;

2.1.3 use all commercially reasonable efforts to ensure that the System is available from 08:00-18:30 GMT (“Working Hours”), from Monday to Friday inclusive (excluding English public holidays and bank holidays) (“Working Days”), and we will work with our systems provider to resolve any incidents or problems with the System as soon as reasonably possible. If the System is going to be unavailable during Working Hours on Working Days

for planned work, we will notify you as far in advance as possible to try and minimise any disruption;

- 2.1.4 set up your company's account on the System and provide logons for your super user(s). Note that once we have set you up, you (via your super user(s)) are responsible for adding or removing authorised users and additional super users, and ensuring contact details are up to date;
 - 2.1.5 take any steps, as may reasonably be required in the circumstances, to deal with any breach of these Conditions of Use or unauthorised access to the System. If Clearcast (acting reasonably in all the circumstances) attributes any such unauthorised access to your company, such steps may include suspension or termination of your company's and/or your authorised users' access to the System and any other steps Clearcast deems necessary, in its sole discretion (acting reasonably in all the circumstances), to resolve the issue. In the event that Clearcast suspends your company's or any of your authorised users' access to the System, Clearcast will work with you to restore such access as soon as reasonably practicable. However, if there has been a material or persistent breach of these Conditions of Use by your company or any of your authorised user(s), Clearcast reserves the right to terminate these Conditions of Use in accordance with Condition 6.2.1 below;
 - 2.1.6 collect information about your company's and its authorised users' use of the System to ensure there is an audit trail of activity. This is intended to protect us, you and your authorised users. Information collected may include attributes like date/time of access, IP address of your company's server etc.;
 - 2.1.7 email your Main Company Contact for queries in relation to this Agreement (as set out on the request form attached to these Conditions of Use) and your authorised users occasionally with information about the System and your Submissions. We think that these emails are important and your Main Company Contact and the authorised users will not be able to unsubscribe from them, unless they or you are notifying Clearcast that they or you no longer wish to access or use the System. Clearcast may also email marketing information to your Main Company Contact and your authorised users, but they will be able to opt out of this;
 - 2.1.8 use the most up-to-date version of CRS Hardings HFPA-X flash testing software, which means that when you upload a broadcast quality master onto the System that passes flashing on our System it will also be acceptable to broadcasters; and
 - 2.1.9 keep your files and data secure. We may back these up from the main System to other secure storage and retrieve them again, as required from time to time.
- 2.2 Subject to Condition 2.3, Clearcast will hold in the strictest confidence your Submissions, plus all other information you submit via the System that is either expressly marked as confidential or notified to us as being confidential ("Company Confidential Information"). We will not disclose any Company Confidential Information to any other person, company or organisation without your company's permission and we will ensure that our systems provider does the same.

2.3 The confidentiality obligations in Condition 2.2 shall not apply to:

2.3.1 any disclosures that Clearcast is required to make by law or by any regulatory body, but only to the minimum extent required, and provided that:

- (i) Clearcast first notifies your company of the required disclosure (if not prohibited by applicable law); and
- (ii) upon your company's request, Clearcast shall use commercially reasonable efforts to assist your company, at your company's sole expense, in seeking an appropriate protective order;

2.3.2 information that has come into the public domain through no fault of Clearcast;

2.3.3 information that Clearcast develops independently (without the benefit of your Company Confidential Information) or receives from a third party (which is not in breach of a continuing obligation of confidentiality to your company);

2.3.4 Clearcast's right to share the Company Confidential Information with our systems provider for the purpose of hosting your Company Confidential Information on the System;

2.3.5 advertising copy which Clearcast has approved, which may be accessed by other authorised users of the System, all of whom will be bound by confidentiality obligations in respect of confidential information accessed through the System;

2.3.6 Clearcast's right to share and supply data and information derived from your access to, and use of, the System in accordance with Condition 2.4;

2.3.7 Clearcast's right to share your Company Confidential Information with our copy committee (a panel of representatives of the broadcasters for whom we clear advertisements) and our officers, directors, employees, professional advisors, consultants and auditors, each of whom will be informed of the confidential nature of your Company Confidential Information and instructed to treat such information confidentially, and Clearcast shall be liable to your company if any such Party should fail to comply with the terms of this confidentiality obligation.

2.4 Your company acknowledges and agrees that Clearcast may:

2.4.1 share all clearance data (including, but not limited to, the status of an ad clearance, its restrictions, and your copy) with broadcasters, Digital Publishers and Ad Serving Companies and any other entity to which Clearcast may grant permission to use such clearance data in the serving of digital advertising, provided that such entity has entered into confidentiality agreements with Clearcast in order to protect such information. We will not share any Submission submitted by your company in support of a claim with broadcasters, Digital Publishers or Ad Serving Companies unless we have agreed with you that your Submission(s) will go to the Clearcast Copy Committee for discussion (in which case the Submission(s) may be seen by representatives of the broadcasters, the Institute

of Practitioners in Advertising and the Incorporated Society of British Advertisers, all of whom sit on the Clearcast Copy Committee);

2.4.2 provide information relating to clearances and claims substantiation to regulators (such as the ASA and Ofcom) in order to defend challenges made by such regulators in respect of material that has been broadcast. Supporting evidence for claims may be shared, in full confidence, with Clearcast's external consultants, provided that such consultants have entered into confidentiality agreements with Clearcast in order to protect such information; and

2.4.3 discuss from time to time with the company that instructed you to submit the advertisement (your "Client Company(-ies)") the progress of clearing an advertisement that you have submitted via the System if it becomes necessary for us to do so.

2.5 You acknowledge and agree that Clearcast may retain any confidential information disclosed by your authorised users if they leave your company (or otherwise stop using the System) to enable your company to access such confidential information for as long as you continue to use the System, and/or for use in connection with any legal or regulatory investigations.

3 Your company's obligations

3.1 Your company will:

3.1.1 take full responsibility, and liability, for the acts and omissions of:

- (i) your authorised users, including those authorised users and other third party users of the System to whom you grant access to your Submissions; and
- (ii) your Client Company(-ies) in respect of any information (in any form) which you disclose to your Client Company(-ies) and that is provided to you, or you access, via the System, including (without limitation) Clearcast Confidential Information (defined in Condition 3.3 below).

3.1.2 manage your company's authorised users, ensuring that:

- (i) your super user(s) add(s) or delete(s) authorised users and super users as required. For example, your super user(s) must delete authorised users and super users from the System when they leave your company or when they or you otherwise wish to terminate their access to the System;
- (ii) logins and passwords enabling your company to access the System are kept secure and are not shared with others;
- (iii) logins are only used on a "one user one username" basis. Clearcast reserves the right to suspend the accounts of any authorised user(s) where we suspect that login details are being shared; and
- (iv) the contact details for your authorised users (such as phone numbers and email addresses) are kept up-to-date and accurate, that you keep the contact details of your Main Company Contact up-to-date, and that you notify us

promptly when your Main Company Contact changes (providing us with the name, email address and telephone number of the new Main Company Contact);

- 3.1.3 use all commercially reasonable efforts to prevent unauthorised access to, or use of, the System and to comply with the security requirements of the System's software as set out on the System website at help.clearcast.co.uk (and as may be updated from time to time during the System Term);
- 3.1.4 let us know as soon as possible if you know or reasonably suspect that the security of the System has been breached;
- 3.1.5 use commercially reasonable efforts to prevent your authorised users from uploading anything illegal or harmful to the System. If you know or reasonably suspect that any such activity has taken place you agree to notify us promptly of such activity;
- 3.1.6 obtain our written consent prior to using any trade marks or brands of ours (or of our systems provider) unless you are otherwise entitled to do so in law; and
- 3.1.7 not, and ensure that your authorised users do not:
 - (i) upload any material that infringes, violates or misappropriates any copyright, trade mark, patent, design right, database right, confidentiality right or other intellectual property rights ("Intellectual Property Rights") of third parties; or
 - (ii) upload any material that is unlawful, illegal or in breach of applicable binding or mandatory regulation or guidance, or is otherwise harmful, threatening, defamatory, obscene, harassing, facilitative of illegal activity, promoting unlawful violence or causing damage or injury to any person or property; or
 - (iii) develop any product or service using any part of the System without receiving all necessary consents (including from Clearcast); or
 - (iv) use the System to provide other, unauthorised services to third parties; or
 - (v) license, sell, rent, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the System available to any third party; or
 - (vi) attempt to copy or reverse engineer all or part of the System; or
 - (vii) introduce any program, virus or software into the System that might harm or affect its security or function; or
 - (viii) use the System for phishing, fraud or other unlawful purposes; or
 - (ix) attempt to access the user accounts of any other user of the System; or
 - (x) attempt to access advertisements or information which your authorised users do not have permission to access through the System (pursuant to the definition of Authorised Activities in these Conditions of Use); or
 - (xi) deceptively obtain personal information about other users or confidential information about other organisations that use the System.

3.2 Your company acknowledges and agrees that if you have submitted a broadcast quality commercial, it will be tested using the CRS Hardings HFPX flash test and the result will be final.

If you have submitted a non-broadcast quality ad, we will test it the same way, but will also require you to upload a valid flash testing certificate of the broadcast quality master and to demonstrate that the whole duration of the ad has been tested. Please email us at help@clearcast.co.uk for more details.

3.3 Subject to Condition 3.4, your company will hold all Clearcast Confidential Information accessed through the System and/or provided by Clearcast in the strictest confidence and will not (whether during or after the Term) disclose the Clearcast Confidential Information to any third party. For the purposes of these Conditions of Use, "Clearcast Confidential Information" is defined as anything that is marked as "confidential" or that could reasonably be considered to be confidential and includes, but is not limited to:

3.3.1 all of Clearcast's clearance decisions, including timing and/or content restrictions (apart from longform teleshopping advertisements, which are paid for by Clearcast's clients) whether or not marked as confidential;

3.3.2 any confidential information relating to the business, affairs, strategies or staff of Clearcast;

3.3.3 any feedback and/or comments that we make on the System in response to our clients' Submissions;

3.3.4 any feedback from our consultants held on the System on claims and/or evidence submitted to support claims made in relation to Submissions;

3.3.5 any details or information regarding our clearance of the advertisement(s) you submit via the System. Subject to Condition 3.5, you may share such details or information (together with any other information relating to your Submissions) with the Client Company(-ies) that has (or have) instructed you to submit the relevant advertisement(s) to us for clearance, and any third parties (such as post houses) that need to see such details or information for the purposes of completing the clearance process for the relevant advertisement(s), provided that: (i) you will be fully liable and responsible for any misuse, or unauthorised disclosure, of such details or information by such Client Company(-ies) and/or third parties; and (ii) your company has a confidentiality agreement in place with such Client Company(-ies) and/or third parties prior to disclosing such details or information;

3.3.6 the terms of this Agreement; and

3.3.7 any advertising copy and other data accessible through the System.

3.4 The confidentiality obligations in Condition 3.3 shall not apply to:

3.4.1 any disclosures that your company is required to make by law or by any regulatory body, provided that:

(i) your company first notifies Clearcast of the requirement (if not prohibited by applicable law); and

- (ii) upon Clearcast's request, your company uses commercially reasonable efforts to assist Clearcast, at Clearcast's sole expense, in seeking an appropriate protective order; and
 - (iii) your company discloses the minimum possible amount of Clearcast Confidential Information necessary to comply with such law or the orders of such regulatory body;
 - 3.4.2 information that has come into the public domain through no fault of your company;
 - 3.4.3 information that your company develops independently (without benefit of Clearcast Confidential Information) or receives from a third party (which is not in breach of a continuing obligation of confidentiality to Clearcast); and
 - 3.4.4 your company's right to share the Clearcast Confidential Information with its officers, directors, employees, professional advisors, consultants and auditors, each of whom will be informed of the confidential nature of the Clearcast Confidential Information and instructed to treat such information confidentially and your company shall be liable to Clearcast if any such third party should fail to comply with the terms of this confidentiality obligation.
- 3.5 You agree not to give broadcasters, Digital Publishers or Ad Serving Companies details of our clearance of your ads, as our authorised broadcasters, Digital Publishers and Ad Serving Companies will themselves access the System to establish the status of approvals and restrictions. In the event that you need to discuss these, they may only be shared with media owners, Ad Serving Companies and sales houses that own/represent the channels and organisations for which we clear (these are listed on our website at www.clearcast.co.uk). You may also share details of our clearance of your ads with your Client Company(-ies), provided that you ensure that they protect such confidential information and prevent unauthorised disclosures to any third party. No other disclosures of our clearances are permitted without first obtaining our written consent to the specific disclosure (and we shall not unreasonably delay or withhold giving any such consent).
- 3.6 Your company hereby grants, or shall procure the grant of, all necessary permissions that Clearcast requires in order to enable Clearcast to:
- 3.6.1 share metadata associated with any advertising copy that your company submits to Clearcast pursuant to the terms of this Agreement with:
 - (i) the Performing Right Society (PRS) and music rights management agencies (including, for example, details of singers and composers) to meet agency and broadcaster obligations on artist payments; and
 - (ii) other third parties, but only after the Parties have followed the following procedure:

- (a) Clearcast will notify your company's super user(s) of Clearcast's intention to share metadata associated with an advertisement with a particular third party;
- (b) if your company objects to Clearcast sharing such metadata with that third party, the super user(s) must notify Clearcast in writing within seven (7) days of the date of Clearcast's notice;
- (c) if Clearcast receives a written notice of objection from the super user(s) in accordance with Condition 3.6.1(ii)(b), Clearcast will not share metadata with the relevant third party until such time as such consent is subsequently received. The Parties will then meet to discuss (in good faith) the proposed sharing of metadata with the relevant third party as soon as reasonably practicable, with a view to resolving your company's concerns and obtaining your consent; and
- (d) if Clearcast does not receive a written notice of objection from the super user(s) in accordance with Condition 3.6.1(ii)(b), your company will be deemed to have consented to Clearcast sharing the metadata with the relevant third party.

3.7 Clearcast may in the future wish to use the advertising copy submitted by your company pursuant to this Agreement for the purposes of "fingerprinting", which enables clocked advertisements to be identified on second screen devices after broadcast (the "Fingerprinting Process"). The Fingerprinting Process will make it easier for you to associate interactive applications with your advertising copy. "Fingerprints" are derived from software that uses algorithms to take samples from an ad to uniquely identify it. The original advertisement cannot be recreated from the "fingerprint". In the event that Clearcast wishes to store "fingerprints" of advertisements submitted by your company on third party servers, the Parties will follow the following procedure:

- (i) Clearcast will notify your super user(s) of its intention to store the "fingerprints" on a particular third party server and give your company the opportunity to opt out of the Fingerprinting Process;
- (ii) if your company objects to Clearcast storing the "fingerprints" with that third party and wishes to opt out of the Fingerprinting Process, the super user(s) shall notify Clearcast in writing within seven (7) days of the date of Clearcast's notice; and
- (iii) if Clearcast receives a notice from the super user(s) in accordance with Condition 3.7(ii), the Parties will meet to discuss the proposed storage of "fingerprints" on third party servers as soon as reasonably practicable from the date of such notice.

If Clearcast does not receive a written notice of objection from your company in accordance with Condition 3.7(ii) confirming that your company wishes to opt out of the Fingerprinting Process, your company will be deemed to have consented to Clearcast storing the "fingerprints" on the relevant third party server, and you will automatically grant, or shall procure the grant of, all necessary permissions that Clearcast requires in order to enable Clearcast to use the advertising copy submitted by your company pursuant to this Agreement for the purposes of

“fingerprinting” and for Clearcast to store the “fingerprints” on our servers or third party servers in accordance with the procedure set out in this Condition 3.7.

- 3.8 Clearcast plans to continue improving the services we provide to your company. Clearcast will always give your company at least three (3) months’ notice of its plans for new products or services in order to enable your company to decide whether it wishes to opt out of such plans. If your company continues to access and/or use the System once any new product or service is made available to your company this will be deemed to represent your company’s acceptance of the new product or service and any use of such product or service shall be in accordance with this Agreement.

4 **Warranties and indemnities**

- 4.1 Each Party warrants to the other that:

4.1.1 it has the full power, capacity and authority to enter into this Agreement and to perform its obligations under this Agreement; and

4.1.2 in performing its obligations under this Agreement, it will comply with all applicable data protection legislation, including the Data Protection Act 1998 and successor legislation. In the case of Clearcast, we will (amongst other things) ensure that adequate technical and organisational measures are in place to protect any personal data (as defined by the Data Protection Act 1998 and successor legislation) that your company and its authorised users provide to Clearcast in accordance with this Agreement. However, you are responsible, and liable, for ensuring that there are no security breaches as a result of the behaviour of your authorised users.

- 4.2 Your company will indemnify on demand, and keep fully and effectively indemnified, Clearcast from and against any liability, losses, damages, costs (including legal fees) and expenses of any nature incurred by Clearcast directly or indirectly arising from:

4.2.1 any misuse of the System by you or your authorised users in breach of these Conditions of Use;

4.2.2 any infringement or misappropriation by your company (including by your authorised users) of any Intellectual Property Rights in the System;

4.2.3 any claim (whether threatened or actual) alleging that the Submissions infringe the Intellectual Property Rights of a third party; and/or

4.2.4 a breach of your confidentiality obligations under Condition 3.3 of these Conditions of Use.

The indemnity in this Condition 4.2 shall remain in full force and effect notwithstanding the termination or expiry of this Agreement.

- 4.3 If any third party makes a claim, or notifies Clearcast that it is intending to make a claim against Clearcast, which may reasonably be considered to be likely to give rise to a liability under an

indemnity given by your company to Clearcast under Condition 4.2 of these Conditions of Use, Clearcast will give your company written notice of such claim and allow your company to have sole authority to dispute, compromise or defend such claim with the assistance of Clearcast as reasonably requested by your company (and your company agrees to reimburse Clearcast for all such assistance).

5 Limitations of liability

- 5.1 Clearcast provides you with access to the System at no charge. In consideration for, and as a fundamental and express condition of enabling you to have access to the System without charge, and notwithstanding any provision in this Agreement to the contrary (but subject to Condition 5.3), Clearcast shall have no liability to you (or your authorised users) for any matter arising out of, or in connection with, this Agreement (whether in contract, tort (including without limitation for negligence or breach of statutory duty howsoever arising) or otherwise), except that, where applicable, Clearcast may (at its option) use its reasonable endeavours to modify, repair or replace any part of the System that may affect your ability to access or use the System (the "Sole Remedy"). You acknowledge that this limitation of liability is an essential part of our bargain, and that without such a limitation, Clearcast would not enter into this Agreement.
- 5.2 Subject to Conditions 5.3 and 5.4, the Parties shall have no liability to each other in any circumstances, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for respect of any: (i) loss of income, sales, business or revenue; (ii) loss of profits; (iii) loss or corruption of data or information; (iv) loss of business opportunity, goodwill or reputation; (v) business interruption; (vi) loss of anticipated savings; or (vii) for any indirect or consequential loss or damage of any kind.
- 5.3 Notwithstanding anything contained in this Agreement, neither Party excludes or limits its liability for: (i) personal injury or death resulting from its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited by English law.
- 5.4 The limitations of liability set out in Condition 5.2 shall not apply to the indemnities given by your company under Condition 4.2 of these Conditions of Use.
- 5.5 The limitations of liability in Conditions 5.1 and 5.2 shall apply even if the Sole Remedy does not fully compensate you for any or all losses, or if we knew or should have known of the possibility of your sustaining such losses.
- 5.6 Please note that while we will provide the System with reasonable skill and care, the System and its contents are (except as expressly stated in this Agreement) provided on an 'as-is' and 'as-available' basis and, to the extent permitted by law, we exclude all warranties, conditions and other terms, express or implied (by statute or otherwise).

6 Duration and termination

- 6.1 This Agreement shall commence on the "Effective Date" given in the request form attached to these Conditions of Use and shall continue in force until terminated in accordance with its terms (the "Term").

6.2 Either Party may terminate this Agreement (or, at the notifying Party's option, a particular Service) immediately by written notice if the other Party:

6.2.1 commits any material or persistent breach of any of its obligations under this Agreement or any part of this Agreement which relates to the System (as appropriate) and, in the case of a breach which is capable of remedy, fails to remedy it within thirty (30) days of being required to do so by notice in writing from the other Party; or

6.2.2 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if it has a receiver, administrator or administrative receiver appointed over it or over any part of its undertaking or assets, or if it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary agreement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

7 Consequences of termination

7.1 Upon termination of these Conditions of Use (for any reason):

7.1.1 your company agrees (at Clearcast's request and election) to promptly return to Clearcast, or render permanently inaccessible (so far as is technically feasible), all Clearcast Confidential Information, together with all other materials in its possession that were disclosed to it by Clearcast under these Conditions of Use; and

7.1.2 your company's rights to access and use the System, and Clearcast's obligations to your company under these Conditions of Use, shall immediately cease.

7.2 The termination of this Agreement (howsoever caused) will not affect any rights and/or liabilities of either Party which have accrued before termination or expiry, or any provision of this Agreement which expressly, or by implication, is intended to come into, or continue in, effect on or after termination or expiry (including, without limitation, Conditions 2.2, 2.3, 3.3, 3.4, 4, 5, 7 and 8).

8 General

8.1 These Conditions of Use govern our relationship with you and do not create any third party beneficiary rights. We do not permit any assignment, novation, charge or transfer of your rights and obligations under these Conditions of Use without our prior written consent, which we will not unreasonably withhold or delay. Clearcast may assign, novate or otherwise transfer its rights and/or obligations under this Agreement to any third party without restriction.

8.2 If you have any concerns about the System or these Conditions of Use please contact us and we will work with you to resolve them. If a dispute arises out of, or in connection with, this Agreement or the performance, validity or enforceability of it (a "**Dispute**") then except as expressly provided in this Agreement, the Parties shall follow the procedure set out in this Condition:

- 8.2.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a “**Dispute Notice**”), together with relevant supporting documents. On service of the Dispute Notice, one of your super users and a member of our team responsible for the System shall attempt in good faith to resolve the Dispute;
- 8.2.2 if the super user and member of our team responsible for the System are for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice, the Dispute shall be referred to a senior management representative of your company and a senior management representative of Clearcast who shall attempt in good faith to resolve it; and
- 8.2.3 if the senior management representative of your company and a senior management representative of Clearcast are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (“**ADR Notice**”) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR Notice.
- 8.3 The commencement of mediation under Condition 8.2.3 shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under Condition 8.4 which Condition shall apply at all times.
- 8.4 The Parties irrevocably agree that any dispute arising out of, or in relation to, these Conditions of Use (including any non-contractual dispute) shall be subject to the exclusive jurisdiction of the courts of England and Wales. This Agreement is governed by the laws of England and Wales.
- 8.5 This Agreement represents the entire agreement between you and us in respect of your access and use of the System. Neither of us is relying on, and may not obtain any remedy in respect of, any statement or representation that is not set out in this Agreement.
- 8.6 By signing the attached request form on behalf of your company you are accepting and agreeing to the Conditions of Use above, so please make sure that you are authorised to do so and you understand both Clearcast's and your company's legal obligations.
- 8.7 Either Party's waiver of any breach of any of the provisions of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed a waiver of any subsequent breach. The rights of either of the Parties shall not be prejudiced or restricted by any time, indulgence or forbearance extended to the other.
- 8.8 A person who is not Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 8.9 We may vary these Conditions of Use from time to time by giving you notice of the variation in accordance with Condition 8.11 below (a "Variation Notice"). A Variation Notice will be deemed to have been accepted by your company and will bind the Parties on and from the sixteenth (16th) Working Day after notice is served on your company in accordance with Condition 8.12 (“Deemed Service Date”) unless your company notifies Clearcast (in accordance with Condition 8.12) within

ten (10) Working Days of the relevant Deemed Service Date that it does not accept the Variation Notice, either in whole or in part. In the event that:

8.9.1 your company rejects an entire Variation Notice in accordance with this Condition 8.9, that Variation Notice will not bind the Parties; and

8.9.2 your company partially rejects a Variation Notice in accordance with this Condition 8.9, the terms of that Variation Notice will bind the Parties to the extent that they have not been expressly rejected.

8.10 If your company rejects or partially rejects a Variation Notice in accordance with Condition 8.9, then:

8.10.1 the Parties will as soon as reasonably practicable, and in good faith, negotiate a variation to this Agreement which achieves the objectives and requirements of such Variation Notice;

8.10.2 any subsequent variation of this Agreement will be valid only if it is recorded in writing and signed by, or on behalf of, each of the Parties; and

8.10.3 notwithstanding Condition 8.10.1, Clearcast shall have the right to terminate this Agreement immediately on giving written notice to your company at any time from the date of receiving such rejection of the Variation Notice until such time, if any, that a variation is agreed in accordance with Condition 8.10.2.

8.11 The Authorised User Rules may be varied by Clearcast from time to time. In the event that Clearcast varies the Authorised User Rules, Clearcast shall notify each authorised user of the changes and ask them to read and agree to abide by the revised Authorised User Rules before continuing to use the System (after which the revised Authorised User Rules will apply). If any authorised user does not agree to such revised Authorised User Rules, that authorised user will no longer be permitted to access and use the System. Authorised users may access the current Authorised User Rules at any time by clicking on their name on the top bar of the screen display on the System.

8.12 Any notices to be given by Clearcast under this Agreement shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by email to your company's Main Company Contact (and, where this is not possible for any reason, your super user(s)); if to Clearcast, to help@clearcast.co.uk or such email address as Clearcast may notify you from time to time during the Term. Any notice by email shall be deemed to have been delivered on the same day (if sent before 17:00) and with a valid read receipt that is successfully returned to the sender. If a read receipt is not received by the sender, the email shall not be deemed to be received. This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

8.13 The invalidity or unenforceability of any provision or any right arising under this Agreement shall not affect the validity or enforceability of any other provisions or rights. If any provision is

adjudged to be invalid or unenforceable, but would be adjudged valid or enforceable if any part(s) of their wording were deleted or modified, the relevant provisions shall apply with such deletions or modifications as may be necessary to make them valid and effective.

Schedule A Authorised

User Rules

Welcome to Clearcast's CopyCentral System (the "**System**"). Your organisation has nominated you to be an authorised user of the System on its behalf. In order to protect you, your organisation, Clearcast and the provider of the System (the "**Systems Provider**"), and enable you to access and use the System through your user account ("**Authorised User Account**"), we ask you to read and abide by these Authorised User Rules. These Authorised User Rules, together with the agreement your organisation has with Clearcast (the "**Company Agreement**") set out how you may access and use the System. Please contact the super user(s) at your organisation if you have any questions about the Company Agreement.

The System is provided by Clearcast Limited of 4 Roger Street, 2nd Floor, London, WC1N 2JX (company no. 06290241) (also referred to as "**we**", "**us**", "**our**" and "**Clearcast**" in these Authorised User Rules). Each authorised user is referred to as "**you**", "**your**" or "**Authorised User**".

If you don't agree to all the rules in these Authorised User Rules, you shouldn't, and aren't permitted to, use the System.

1. What the System is for and what we will provide to you:

1.1. You may use and access the System for the following purposes:

- (a) if you are acting in the capacity of an Authorised User of an agency, you may use and access the System for sending us scripts and video-on-demand advertisements and advertisements for broadcast ("**Submissions**") which your company may require us to advise on or clear;
- (b) if you are Clearcast staff, you may use and access the System for the purposes of reviewing Submissions and clearing video-on-demand advertisements and advertisements for broadcast; or
- (c) if you are an Authorised User of a broadcaster, digital publisher or ad serving company, you may use and access the System to query and access the clearance status, restrictions and presentation codes of advertisements submitted for broadcast and video on demand and to view advertisements held on the System; or
- (d) if you are an Authorised User of the Advertising Standards Authority (the "**ASA**"), you may use and access the System for looking up and reviewing advertisements (but not scripts, comments or supporting evidence for Submissions uploaded by an agency or broadcaster as part of the pre-clearance process, other than those which Clearcast is required to disclose in response to an official complaint made under the Committee of Advertising Practice code ("**CAP Code**") or Broadcast Committee of Advertising Practice code ("**BCAP Code**")) and exchanging information with Clearcast in order to investigate official complaints made under the CAP Code or BCAP Code; or
- (e) if you are an Authorised User of PRS for Music Limited, you may use and access the System for the purpose of identifying music used in advertisements, and looking up and reviewing advertisements (but not scripts, comments or supporting evidence for submissions uploaded by an agency or broadcaster as part of the pre-clearance process).

- 1.2 We have agreed with your organisation that we'll provide the System and our services using reasonable skill and care. We have also agreed that will use all commercially reasonable efforts to ensure the System is available to you between Monday and Friday, from 08.00 to 18.30 GMT (excluding English public holidays and bank holidays) and we will work with our Systems Provider to resolve any incidents or problems with the System as soon as reasonably possible. We will also try to make the System available to you outside these times, but no support will be available. If the System is going to be unavailable for planned work, we'll notify you as far in advance as possible to try to minimise any disruption. Please note, though, that the System and its contents are otherwise provided to you on an 'as-is' and 'as-available' basis and, to the extent permitted by law, we exclude all warranties.
- 1.3 We will continue to provide the System to you for as long as: (i) we use it for copy advice and clearance; (ii) you comply with your responsibilities (as outlined in these Authorised User Rules); and (iii) the Company Agreement is in force and has not either expired or terminated for any reason; and (iv) there is no other legal or good practical reason that prevents us from doing so.

2. What the System is not for:

- 2.1. **Providing unauthorised access to others:** Your Authorised User Account, which you may modify to keep your contact details up to date, is personal to you and cannot be used by anyone else, including within your organisation. We reserve the right to suspend your Authorised User Account if we suspect that a third party is attempting to gain access to it or if we suspect that you have shared your login credentials with anyone else. If we disable your Authorised User Account in this manner, we will send a notification to your registered email address informing you that your Authorised User Account has been disabled and providing instructions as to how it may be restored. Your Authorised User Account will also be suspended automatically if you do not access it for three months. In either of these circumstances, we reserve the right to decide whether to restore your Authorised User Account or disable it permanently.
- 2.2. **Uploading material that is illegal or harmful in any way or infringes third party intellectual property rights:** You must respect the rights of others and not upload anything to the System that is, or could be, illegal or harmful, threatening, defamatory or obscene, or infringe the copyright, trade mark rights or other intellectual property rights of others. If in doubt, do not upload the content onto the System and contact us or your organisation's super user(s).
- 2.3. **Introducing any virus or spamming into the System:** Play fair. Don't introduce any program or software into the System that might harm or affect its security or function, or use the System for sending unsolicited email. Please do not use the System for phishing, fraud or other unlawful purposes.
- 2.4. **Security and privacy violations:** We take the security of our System and the personal data of other Authorised Users of the System very seriously. Don't try to use the System to get unauthorised access to other organisations' ads or deceptively obtain personal information about other Authorised Users or information about other organisations that use the System. Don't attempt any unauthorised use, disruption, or exploitation of the System. You must do all you reasonably can to prevent unauthorised access to, or use of, the System through your

Authorised User Account and comply with the security requirements of the System (as set out on the System website www.copycentral.co.uk, which we may update from time to time).

- 2.5. **Doing anything that is outside the scope of these Authorised User Rules or the Company Agreement:** You must not develop any product or service using any part of the System without receiving all necessary consents from us; use the System to provide unauthorised services to third parties; license, sell or do anything else to commercially exploit the System; or assist a third party in gaining access to the System. Please do not attempt to copy or reverse engineer all or part of the System, or use the System for the benefit of a third party (other than your organisation). We and our Systems Provider are working hard to provide you with a good service, so please don't abuse this privilege by attempting to copy or reverse engineer the System.

3. What happens if you don't play by the rules or these Authorised User Rules change?

- 3.1. If you do not comply with these Authorised User Rules or use the System for unauthorised purposes, we will take any steps that may reasonably be required in the circumstances to deal with the breach. These steps may include the immediate suspension of your Authorised User Account, removal of material, and any other steps we deem necessary, in our sole discretion (although we'll act reasonably in all the circumstances), to resolve the issue.
- 3.2. If we suspend your Authorised User Account, we'll work with you to restore your access as soon as we can (although, as we've set out above, we reserve the right to decide whether to restore your Authorised User Account or disable it permanently). But if there's been a breach of these Authorised User Rules by you, which we consider to be sufficiently serious or persistent and which you or your organisation are unable to remedy within thirty (30) days after having received a written warning from us requiring the breach to be remedied, we may decide to revoke these Authorised User Rules and disable your Authorised User Account permanently. In these circumstances, the permanent disablement of your Authorised User Account will take effect as soon as we have sent a written notice of termination to you or your organisation.
- 3.3. These Authorised User Rules will continue unless and until the Company Agreement is terminated or expires. As soon as these Authorised User Rules are revoked for any reason, or the Company Agreement is terminated or expires, your ability to access and use the System will cease. If you subsequently try to log on and access the System after your access to the System has ceased, then Clearcast may take legal action against you and/or your organisation for doing so.
- 3.4. Please note that we may update these Authorised User Rules from time to time. If we do, we'll notify you of these changes and ask you to read and accept any changes to the Authorised User Rules before continuing to use the System. Your continued access or use of the System after you have accepted any such changes will be deemed to represent your agreement with any such changes. If at any point you are no longer able, or no longer wish to abide by these Authorised User Rules, please do not continue to use and access the System and inform one of your organisation's super user(s). After this, your ability to access and use the System will cease.

4. What other "housekeeping" rules must you comply with?

- 4.1. You'll need to ensure that your login name and password for the System are kept confidential and not shared with anyone else, including other Authorised Users. You agree that, if we ask you, you'll change your password as soon as possible. Authorised User login names must be maintained by you strictly on a "one user one username" basis.
- 4.2. You'll need to provide us with your contact details, including email addresses and phone numbers, keep them up to date using the functionality in your Authorised User Account and notify one of your organisation's super user(s) when you leave your organisation.
- 4.3. If you discover a fault in the System, please notify us at help@clearcast.co.uk.
- 4.4. If you become aware that material has been uploaded that is illegal, harmful in any way, or might infringe third party intellectual property rights, you must notify your organisation's super user(s) promptly. If we discover material of this nature in the System, we may remove it without notifying you. You must also let us know as soon as possible if you know or reasonably suspect the security of the System has been breached, or if you are concerned that your login or password details you use to access the System may no longer be confidential.

5. What about your privacy?

- 5.1. We take your privacy seriously. For full details about how we collect and use your personal data, and your data privacy rights, please see our CopyCentral Privacy Notice at privacy.copycentral.co.uk.
- 5.2. We'll take all necessary steps to ensure your personal data is secure (but you are responsible for making sure there are no security breaches as a result of your behaviour). We'll ensure that we, and our Systems Provider, are compliant with applicable data protection legislation and that adequate technical and organisational measures are in place to protect any personal data you provide to us under these Authorised User Rules. We'll keep your files and data secure. We may back these up from the main System to other secure storage and retrieve them again, as required from time to time.
- 5.3. We will process and store your personal data (such as your name, address and contact details) to enable the administration of your account and to provide you with access to the System. Please note that we will also collect information about your access to the System to ensure that there is an audit trail of activity, which we may hold on the System after you've left your organisation (or otherwise stopped using the System) to assist us, your organisation, or any regulatory or legal investigation. This is intended to protect us and you. Information collected may include attributes like date/time of access, IP address etc.
- 5.4. Please note that our System website www.copycentral.co.uk uses cookies. A cookie is a small file of letters and numbers that we put on your computer, if you agree. These cookies allow us to distinguish each Authorised User from other users of our website, which helps us to provide an Authorised User with a good experience when they browse our website and also allows us to improve our website. We use "strictly necessary cookies", which are cookies that are required for the operation of our website and "functionality cookies", which are used to recognise Authorised Users when they return to our website. Further detail about the cookies we use are in our CopyCentral Privacy Notice at privacy.copycentral.co.uk.

- 5.5. We'll email you occasionally with information about the System and your Submissions (if applicable). We think these are important and you won't be able to unsubscribe from them, unless you are notifying us that you no longer wish to access or use the System and receive our services. We will not email you marketing information unless you have given us your permission to do so, and you will be able to opt out of this at any time. We will not share your personal data with any third parties for marketing purposes.
- 5.6. If you wish to see a copy of all the personal data we hold about you on the System, please write to Clearcast at 4 Roger Street, 2nd Floor, London, WC1N 2JX.

6. What are the rules on protecting confidential information?

- 6.1. It's extremely important that you keep any confidential information that you access through the System or receive from us in the strictest confidence. For these purposes, confidential information includes (but is not limited to): (i) anything that is marked as "confidential", that we have notified you is confidential, or that could reasonably be considered to be confidential; (ii) all of our clearance decisions, including timing and/or content restrictions (apart from long form telesshopping ads, which are paid for by our clients) whether or not marked as confidential; (iii) any comments and/or feedback that we make on the System in response to Submissions by our clients; (iv) any feedback held on the System from our consultants on claims and/or evidence submitted to support claims made by our clients; (v) any confidential information relating to the business, affairs, strategies or staff of Clearcast; and (vi) any advertising copy or other data accessible through the System.
- 6.2. We have agreed with your organisation that we'll hold its Submissions (if applicable) in the strictest confidence, plus any other information you submit via the System that is either expressly marked as confidential or notified to us as being confidential ("Company Confidential Information"). We have agreed that we will not disclose any Company Confidential Information to any other person, company or organisation without your organisation's permission and we will ensure that our systems provider does the same.
- 6.3. However, there may be circumstances where we may need to disclose your confidential information (for example, to the ASA or Ofcom if there is a challenge to the material that has been broadcast (if you are an Authorised User of a broadcaster or agency), or where we are required to by law).
- 6.4. These confidentiality obligations will also not apply to any confidential information being placed in the public domain (other than through either our or your fault), information that you or we developed independently, information that either of us is required to disclose for a valid legal reason, or information that either of us received independently from a third party which isn't in breach of these Authorised User Rules. Clearcast is able to share the confidential information we receive from you with our copy committee (a panel of representatives of the broadcasters we clear advertisements for) as well as our officers, directors, employees, professional advisors, consultants and auditors, and you are able to share the confidential information you receive from us with your organisation (which may then share this information with its directors, employees, professional advisors, consultants and auditors).
- 6.5. If you are an Authorised User of an agency, please note that the following additional exceptions to the rules on confidential information apply:

- (a) You give permission on behalf of your organisation for us to share all clearance data (including, but not limited to, the status of an ad clearance, its restrictions, and your copy) with:
- (i) broadcasters who use our services (but we will only do so on the basis that such broadcasters have entered into confidentiality agreements with Clearcast in order to protect this data. We will not share any supporting material, such as claims support, with broadcasters unless we've agreed with your organisation that the Submission will go to the Clearcast Copy Committee for discussion); and
 - (ii) any other entity which wishes to use such clearance data to serve digital advertising to third parties (provided that such entity has been approved by Clearcast and entered into a confidentiality agreement with Clearcast in order to protect the data).
- (b) You may share details of our clearance of the ads you are submitting with the advertising company that has instructed you to submit the relevant advertisement(s) to us for clearance (the "Client"), but only on the basis that your organisation ensures that the Client protects this confidential information and prevents unauthorised disclosures to any third party. You may share confidential information in relation to your Submissions that you access, or is provided to you, via the System, with your Client(s) and any other third parties (such as post houses) with whom you need to disclose such confidential information in order to complete the clearance process for the relevant advertisement(s). However, your organisation will remain fully liable and responsible for such disclosures and any misuse, or unauthorised disclosure, of any such information by such Client(s) and third parties. You must ensure that your organisation has a confidentiality agreement in place with such Client(s) and third parties prior to you disclosing such information.
- (c) If you leave your organisation or otherwise stop using the System, we may still hold any confidential information disclosed to you, or by you, on the System for your organisation to access for as long as it continues to use the System, or for use in any legal or regulatory investigations.

7. Other things that you need to know about these Authorised User Rules:

If you have any concerns about the System or these Authorised User Rules please contact your super user(s) and we will work with you to resolve them.

These Authorised User Rules were last updated on 25th May 2018.

