

Clearcast User Terms and Conditions

Welcome to Clearcast's Library platform (the "**Library**"). Your organisation has nominated you to be an authorised user of the Library on its behalf. These rules (the "**Authorised User Rules**") set out how you may access and use the Library and any other Clearcast services that use or interface with the Library (such as our clearance, subtitling or delivery services). Please contact the organisation admin(s) at your organisation if you have any questions about these Authorised User Rules.

The Library 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**".

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

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

- 1.1. Your organisation and Clearcast have entered into an agreement setting out how your organisation can use the Library (a "**Company Agreement**"). In your capacity as an Authorised User, you may use and access the Library for the purpose(s) set out in the Company Agreement. Please speak with your organisation admin(s) if you need to check what these are.
- 1.2. We will endeavour to provide the Library to you for as long as: (i) we operate the Library; (ii) you comply with your responsibilities (as outlined in these Authorised User Rules); (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. Save as set out in the Company Agreement, the Library and its contents are provided to you on an 'as-is' and 'as-available' basis and, to the extent permitted by law, we exclude all warranties.

2. What the Library is not for:

- 2.1. **Providing unauthorised access to others:** The user account that you use to access the Library ("**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 rights:** You must respect the rights of others and not upload anything to the Library that is, or could be, illegal or harmful, threatening, defamatory or obscene, or infringes any third party rights (including but not limited to intellectual property rights such as copyright and trade mark rights). If in doubt, do not upload the content onto the Library and contact us or your organisation admin(s).
- 2.3. **Introducing any virus or spamming into the Library:** Play fair. Don't introduce any program or software into the Library that might harm or affect its security or function, or use the Library for sending unsolicited email. Please do not use the Library for phishing, fraud or other unlawful purposes.

- 2.4. **Security and privacy violations:** We take the security of our Library and the personal data of other Authorised Users very seriously. Don't try to use the Library to get unauthorised access to other organisations' advertisements ("**Assets**") or their files, content or data (together with the Assets, "**Submissions**"), nor to deceptively obtain or misuse information about other Authorised Users or other organisations. Don't attempt any unauthorised use, disruption, or exploitation of the Library. You must do all you reasonably can to prevent unauthorised access to, or use of, the Library through your Authorised User Account and comply with the security requirements of the Library (as set out on the Library website s 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 Library without receiving all necessary consents from us; nor use the Library to provide unauthorised services to third parties; nor license, sell or do anything else to commercially exploit the Library; nor assist a third party in gaining access to the Library. Please do not attempt to copy or reverse engineer all or part of the Library, or use the Library for the benefit of a third party (other than your organisation).

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 Library 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 or address 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. If these Authorised User Rules are revoked for any reason, or the Company Agreement is terminated or expires, your ability to access and use the Library will cease. In the event that your access has ceased, you are not permitted to log on or access the Library (or to attempt to do 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 Library. Your continued access or use of the Library 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 Library and inform one of your organisation admin(s). After this, your ability to access and use the Library 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 Library 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 admin(s) when you leave your organisation.
- 4.3. If you discover a fault in the Library, please notify us at <mailto: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 rights, you must notify your organisation admin(s) promptly. If we discover material of this nature in the Library, 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 Library has been breached, or if you are concerned that your login or password details you use to access the Library may no longer be confidential.
- 4.5. Please treat our staff with respect.

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 privacy information at clearcast.co.uk/privacy-policy

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 Library or receive from us in the strictest confidence. For the purposes of these Authorised User Rules, 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: (i) any confidential information relating to the business, affairs, strategies or staff of Clearcast; (ii) any third party Submissions and all other Clearcast and third party data accessible through the Library; (iii) 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); (iv) any feedback and/or comments that we make on the Library in response to our clients' Submissions; (v) any feedback from our consultants held on the Library on claims and/or evidence submitted to support claims made in relation to Submissions; and (vi) the terms of these Authorised User Rules.
- 6.2. These confidentiality obligations will also not apply to any confidential information that is in the public domain (other than through your fault), information that you 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. You may share the confidential information you receive from us with your organisation as needed for the purposes of the Company Agreement.
- 6.3. Where an advertising company (your "Client") has instructed your organisation to submit an Asset(s) to us for clearance, you may share clearance data and information relating to that Asset with your 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 also share confidential information in relation to your Submissions that you access (or that is provided to you) via the Library 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 Asset(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. Your organisation must ensure that it has a confidentiality agreement in place with such Client(s) and third parties prior to you disclosing such information.

6.4. For our part, Clearcast has agreed in the Company Agreement to keep confidential your and your organisation's confidential information.

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

Last updated: 20 August 2024