

## The Clearcast Library Conditions of Use (Agencies)

This Agreement is entered into by your organisation (referred to in these Conditions of Use as “**you**”, “**your**” or “**your organisation**”) and Clearcast Limited of 4 Roger Street, 2<sup>nd</sup> Floor, London, WC1N 2JX (company no. 06290241) (referred to as “**we**”, “**us**”, “**our**” and “**Clearcast**” in these Conditions of Use). Each of Clearcast and your organisation is referred to as a “**Party**”, and together, the “**Parties**”. If your organisation is new to using the Library, you will have provided your details via our sign-up form.

This Agreement governs the terms upon which Clearcast permits you (through your Authorised Users) to access and use the Library. If Clearcast has agreed to provide access to the Library to your Group Companies, you are responsible and liable, for the acts and omissions of your Group Companies and their Authorised Users.

Your attention is drawn to the warranties and indemnities in Condition 6 and the limitations of liability in Condition 7 of these Conditions of Use.

Access to the Library is free of charge, but some of the services we provide are subject to fees:

- The broadcasters of the Channels (as defined below) fund standard clearance for advertisements up to 5 minutes in length (the “Broadcaster-Funded Services”). This means we can provide the Broadcaster-Funded Services for the Channels at no cost to you. Please contact us at [help@clearcast.co.uk](mailto:help@clearcast.co.uk) for information in respect of longer advertisements and advertisements which will be aired by a different broadcaster, as these will be subject to fees.
- The Additional Services (as defined below) may also be subject to fees. You can choose whether or not to use any Additional Services, but if you do, your organisation agrees to pay any associated charges.

Clearcast also provides services including Copy Development, Fast Track Clearance, Pitch Scripts, Late Clearance, Bespoke Clearance and Teleshopping Clearance Services. These services are each subject to a separate agreement at the end of this Agreement .

Clearcast also charges a one-off fee for registering to use the Clearcast Library (“The Library”):

### 1. Registration Fee

1.1. A one-time registration fee of £300 plus VAT shall be payable by all new organisations seeking access to the Clearcast Library (“Library”).

1.2. This fee is non-refundable and must be paid in full prior to the commencement of onboarding and activation of Library access.

### 2. Onboarding Services

2.1. Upon receipt of the registration fee and completion of the registration form, Clearcast shall provide the following onboarding services:

- Access to the Clearcast Library within 24 hours, subject to a successful credit check;
- Access to a secure webpage containing instructional videos;
- Weekly onboarding webinars - up to three free places per organisation;
- Support from Clearcast’s Training and Support Teams to assist with setup and guidance.

2.2. Onboarding delivered through a combination of automated system setup and scheduled training support.

Contact us at [help@clearcast.co.uk](mailto:help@clearcast.co.uk) or for further information including finding our FAQs go to

[help.clearcast.co.uk](http://help.clearcast.co.uk)

Every company must have at least one nominated Super User and a Main Company Contact. Please identify your Super User(s) and Main Company Contact in the table below. 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. Definitions and interpretation

1.1 In these Conditions of Use, the following expressions have the meaning set opposite:

**Ad Serving** a company that serves advertising into VoD or internet protocol **Company** television services provided by Publishers.

**Additional Services** any Clearcast services (other than Broadcaster-Funded Services) that use or interface with the Clearcast Library. A list of the Additional Services (including, for example, Subtitling Services and Delivery Services) can be found at [clearcast.help/plus](https://clearcast.help/plus)

**Additional Services Appendix** the additional terms that relate to any Additional Services you may have requested to receive from Clearcast.

**ADR Notice** has the meaning given in Condition 10.2(iii).

**Agreement** these Conditions of Use, the Authorised User Rules and any applicable Additional Services Appendix.

**Assets** digital advertisements which are uploaded and stored on the Library.

**Authorised Users** your organisation's approved users of the Library (and those of your Group Companies, if applicable).

**Authorised Activities** has the meaning given in Condition 2.2 below.

**Authorised User Rules** the rules at Schedule A to these Conditions of Use, which set out the rules for how Authorised Users may use the Library.

**Broadcaster-Funded Services** has the meaning given in the preamble above. For the avoidance of doubt, the Broadcaster-Funded Services exclude any Additional Services or any services governed by one or more separate agreements.

<b>Clearance Data</b>	any details or information regarding our clearance of any Asset(s) pursuant to the Broadcaster-Funded Services.
<b>Channels</b>	the channels listed at <a href="https://clearcast.help/tv-channels-we-clear-for">clearcast.help/tv-channels-we-clear-for</a> (as updated from time to time).
<b>Clearcast Confidential Information</b>	has the meaning given in Condition 4 below.
<b>Clearcast Materials</b>	any input materials provided by Clearcast in providing the Library including, but not limited to, any Clearcast Confidential Information, Intellectual Property Rights, data and other documentation.
<b>Client Company(-ies)</b>	any organisation that has instructed your organisation to submit an Asset to the Library.
<b>Codec Specifications</b>	the codec specifications set out in the Clearcast Library Ingest Specs document as available at <a href="https://clearcast.help/QC_serv">clearcast.help/QC_serv</a> from time to time.
<b>Commercially Reasonable Efforts</b>	means taking such steps and performing in such a manner as a well managed company would undertake where such company was acting in a determined, prudent and reasonable manner to achieve the particular result.
<b>Company Confidential Information</b>	has the meaning given in Condition 4.5.
<b>Data Protection Legislation</b>	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
<b>Deemed Service Date</b>	has the meaning given in Condition 10.9.
<b>Delivery Services</b>	the transfer of Assets to Publishers via the Library.
<b>Digital Publisher</b>	digital publishers including, without limitation: platform operators, who may serve Assets in content they carry on their platform; media owners, who provide VoD or internet protocol television services; and digital posters or providers of other audio-visual forms of advertising.
<b>Dispute</b>	has the meaning given in Condition 10.2.
<b>Dispute Notice</b>	has the meaning given in Condition 10.2(ii).
<b>Error</b>	any defect, bug, inaccuracy or error in an Asset or Submission or any failure by an Asset or Submission to comply with any applicable requirements or specifications.

<b>Force Majeure Event</b>	any event outside Clearcast's reasonable control that prevents or restricts Clearcast's ability to comply with its obligations under the Agreement, including: the Library not being available due to mechanical breakdown, maintenance, or hardware or software upgrades; telecommunication connectivity problems; outages by our service provider(s); power shortage; network failure; server crashes; deletion, corruption, loss or removal of data; war, fire, flood, earthquake, storm, explosion or accident; epidemic or pandemic; acts of terrorism; civil commotion; labour or industrial dispute; or any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency.
<b>Group Companies</b>	any subsidiary or holding company of your organisation from time to time, and any subsidiary or holding company from time to time of such company.
<b>Intellectual Property Rights</b>	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer products, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
<b>Indemnified Party</b>	has the meaning given in Condition 6.6.
<b>Indemnifying Party</b>	has the meaning given in Condition 6.6.
<b>Library</b>	the 'Clearcast Library' software platform (or any successor system) made available for use to you and your Authorised Users on the terms of these Conditions of Use.
<b>Main Company Contact</b>	the person you have told us we should contact from your organisation for dealing with queries relating to this Agreement and any contractual variations to this Agreement.
<b>Organisation Admin</b>	an Authorised User with overall responsibility for your organisation's (and its Group Companies', if applicable) (and all of their Authorised Users') access to, and use of, the Library.
<b>Personnel</b>	means, in relation to a Party, its officers, directors, employees and consultants.
<b>Publisher(s)</b>	entities that publish and/or broadcast Assets, comprising broadcasters and Digital Publishers.
<b>QC Report</b>	the quality control report issued by Clearcast confirming that the relevant Asset has passed automated QC Services.
<b>QC Services</b>	the quality control measures set out in the Clearcast Library Ingest Specs document as available at <a href="http://clearcast.help/QC_serv">clearcast.help/QC_serv</a> from time to time.
<b>Services</b>	together, the Broadcaster-Funded Services and any relevant Additional Services.

<b>Submissions</b>	scripts of advertising copy, supporting materials that your organisation provides to back up claims made in the Assets you submit, rough cuts of advertising copy, metadata, and final versions of VoD Assets and Assets for broadcast.
<b>Subtitling Services</b>	an Additional Service pursuant to which your chosen subtitling provider will provide subtitling services for your Assets.
<b>Support Services</b>	the support services set out at <a href="https://clearcast.help/support">clearcast.help/support</a> from time to time.
<b>Systems Provider</b>	our third party supplier who hosts, supports and maintains the Library.
<b>Term</b>	has the meaning given in Condition 2.3 below.
<b>UK Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.
<b>Variation Notice</b>	has the meaning given in Condition 10.9.
<b>VoD</b>	video on demand.
<b>Working Days</b>	Monday to Friday inclusive (excluding English public holidays and bank holidays).

- 1.2 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or reenacted from time to time.
- 1.6 A reference to **writing** or **written** includes email but not fax.
- 1.7 References to Conditions are to clauses of these Conditions of Use and references to Clauses are to the clauses of the relevant Additional Services Appendix.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 If Clearcast has agreed to provide access to the Library to one or more of your Group Companies, the rights and obligations under this Agreement will apply to those Group Companies. Where the context permits, the words **you, your** and **your organisation** include any such Group Companies.

1.10 In the event of and only to the extent of any conflict or ambiguity between these Conditions of Use and any other document comprising or referred to in the Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (i) these Conditions of Use;
- (ii) any Additional Services Appendix or Appendices;
- (iii) the Authorised User Rules; and
- (iv) any other document referred to in:
  - (a) these Conditions of Use;
  - (b) any Additional Services Appendix or Appendices; and (c) the Authorised User Rules.

## **2. Library access, availability and use**

2.1 Subject to the terms of this Agreement, Clearcast hereby:

- (i) grants you and your Authorised Users a non-exclusive, non-sublicensable, limited licence to access and use the Library during the Term for the purposes of enabling you and your Authorised Users to undertake the Authorised Activities; and
- (ii) agrees to provide you and your Authorised Users with access to the Library.

2.2 You may use the Library to:

- (i) upload your Submissions onto the Library;
- (ii) view your Submissions in the Library;
- (iii) exchange comments with Clearcast in relation to your Submissions as part of the copy clearance process;
- (iv) select your supplier for Delivery Services;
- (v) use specified third party services that interface with the Library, such as third party subtitling (although please note that you are responsible for checking and complying with any additional third party terms and conditions that may apply to these services);
- (vi) access, use and receive any of the Additional Services that you may have selected (subject always to the applicable Additional Services Appendix);
- (vii) carry out any other activities expressly authorised in these Conditions of Use; and
- (viii) perform the activities set out at Conditions 2.2(i) to (vii) above (inclusive) on behalf of, and as instructed by, other organisations,

(together, the “**Authorised Activities**”).

2.3 The licence granted pursuant to Condition 2.1 above shall commence on the date that Clearcast first permits your Authorised Users to access the Library and shall continue until either:

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

whichever occurs first (the “**Term**”).

2.4 The licence granted to you in Condition 2.1 above and any Additional Service(s) provided to you are subject to the restrictions on availability set out in Conditions 2.5, 2.6, 2.9 and 2.10 below, and are conditional upon you complying with your obligations and responsibilities under this Agreement and ensuring that your Authorised Users do the same.

2.5 If:

- (i) you fail to comply with your obligations and responsibilities as set out in this Agreement, Clearcast reserves the right on written notice to you to suspend your organisation's and/or your Authorised Users' access to, and use of, the Library; and
- (ii) Clearcast is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, then provided it has complied with its obligations in Condition 2.16 below, Clearcast shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly, and

as soon as your organisation resumes compliance with these Conditions of Use or the relevant Force Majeure Event ends, Clearcast will reinstate your organisation's and your Authorised Users' access to and use of the Library, or resume its performance of its obligations under these Conditions of Use (as applicable) within a reasonable time. However, if:

- (iii) there has been a material or persistent breach of these Conditions of Use by your organisation or any of your Authorised User(s), Clearcast reserves the right to terminate these Conditions of Use in accordance with Condition 8.1(i) below; and
- (iv) Clearcast is prevented from performing its obligations under this Agreement by a Force Majeure Event that continues for more than ninety (90) days, then provided it has complied with its obligations in Condition 2.16 below, Clearcast will be entitled to terminate this Agreement without liability to you on giving written notice of termination to you.

2.6 Clearcast will use Commercially Reasonable Efforts to ensure that the Library is available twentyfour (24) hours a day, seven (7) days a week, subject to planned, emergency and unscheduled maintenance. Clearcast does not guarantee that the Library will always be available. If the Library is going to be unavailable for planned work, we will notify you as far in advance as possible to try to minimise any disruption. We shall resolve any incidents or problems with the Library as soon as reasonably possible.



- 2.7 Clearcast shall use Commercially Reasonable Efforts to provide the Support Services. Please note that if you use the Library in any other capacity (such as a Publisher), or for any Additional Services, additional support terms may apply in respect of that relationship – please see the relevant agreement for details.
- 2.8 Once your organisation's account has been set up on the Library, it is your responsibility to maintain it. This means that your organisation (via your Organisation Admin(s)) are responsible for adding or removing Authorised Users and any additional Organisation Admin(s) and ensuring that any relevant contact details are up to date. Clearcast may deactivate your account on the Library if you have not used it for longer than a year, subject to complying with our obligations under Data Protection Legislation.
- 2.9 Without prejudice to Condition 2.4, Clearcast may take any steps we deem may reasonably be required to deal with any breach of these Conditions of Use or unauthorised access to the Library. If Clearcast (acting reasonably in all the circumstances) attributes any such unauthorised access to your organisation, such steps may include suspension or termination of your organisation's and/or your Authorised Users' access to the Library and any other steps Clearcast deems necessary, in its sole discretion (acting reasonably in all the circumstances), to resolve or mitigate the issue and/or protect Clearcast's interests.
- 2.10 In the event that Clearcast suspends your organisation's or any of your Authorised Users' access to the Library, 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 this Agreement by your organisation or any of your authorised user(s), Clearcast reserves the right to terminate these Conditions of Use in accordance with Condition 8.1(i) below.
- 2.11 Clearcast will use an industry standard flash testing solution. Further details about the standards with which submissions must comply are available here: [clearcast.help/QC\\_serv](https://clearcast.help/QC_serv)
- 2.12 Clearcast shall maintain backups of your data and take all necessary steps to keep your files and data secure while your Submissions are stored in the Library. We may back up your data and files from the main Library to other secure archive storage and retrieve them as required from time to time. Subject to our obligations above in this Condition 2.12, we shall use Commercially Reasonable Efforts to ensure that the Library is free from security vulnerabilities, bugs, defects and other errors.
- 2.13 You acknowledge and agree that:
- (i) although Clearcast will use Commercially Reasonable Efforts to ensure that the Clearcast Library integrates with third party providers of Delivery Services and Subtitling Services (in accordance with the information and specifications such providers have given us), Clearcast is not responsible or liable for:
    - (a) the actions of any such third party providers or the accuracy of any information they have provided to us; or
    - (b) any Assets after they have left the Library;
  - (ii) if you have submitted a broadcast quality commercial, it will be tested by Clearcast in accordance with Publisher requirements and the result will be final;
  - (iii) you are solely responsible for any failure by you or your Authorised Users to:
    - (a) upload your Submissions into the Library; and

- (b) ensure that any Submissions uploaded by your Authorised Users are in a form that has been approved by your organisation and are free of non-technical errors;

and Clearcast shall have no liability in respect of any such failure save to the extent that Clearcast is in breach of these Conditions of Use.

2.14 You hereby grant, or shall procure the grant of, all necessary permissions that Clearcast reasonably requires to share metadata associated with any of your Submissions with the Performing Right Society (PRS) and music rights management agencies (including, for example, details of singers and composers) solely to the extent necessary to meet agency and broadcaster obligations in respect of artist payments.

2.15 Your organisation will:

- (i) take full responsibility, and liability, for the acts and omissions of your Authorised Users and your Group Companies with regard to their access to and use of the Library, including their compliance with the Authorised User Rules;
- (ii) manage your organisation's Authorised Users, ensuring that:
  - (a) your Organisation Admin(s) add(s) or delete(s) Authorised Users and Organisation Admin(s) as required. For example, your Organisation Admin(s) must delete Authorised Users and Organisation Admin(s) from the Library when they leave your organisation or when they or you wish to terminate their access to the Library;
  - (b) logins and passwords enabling your organisation to access the Library are kept secure and are not shared with others;
  - (c) 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
  - (d) 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);
- (iii) use Commercially Reasonable Efforts to prevent unauthorised access to, or use of, the Library and to comply with the Library's security requirements as set out on the Library website at [help.clearcast.co.uk](http://help.clearcast.co.uk) (and as may be updated from time to time during the Term);
- (iv) let us know as soon as possible if you know or reasonably suspect that the security of the Library has been breached;
- (v) use Commercially Reasonable Efforts to prevent your Authorised Users from uploading anything illegal or harmful to the Library. If you know or reasonably suspect that any such activity has taken place you agree to notify us promptly of such activity;
- (vi) obtain our written consent prior to using any trade marks of ours (or of our Systems Provider) unless you are otherwise entitled to do so in law;

(vii) not, and ensure that your Authorised Users do not:

- (a) upload any material that infringes, violates or misappropriates any person's Intellectual Property Rights; or
- (b) 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, facilitates illegal activity, promotes unlawful violence or causes damage or injury to any person or property; or
- (c) develop any product or service using any part of the Library without first receiving all necessary consents (including from Clearcast); or
- (d) use the Library for any purposes other than the Authorised Activities; or
- (e) license, sell, rent, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Library available to any third party; or
- (f) attempt to copy or reverse engineer all or part of the Library or any Clearcast Materials; or
- (g) introduce any program, virus (including any virus in your Assets and other Submissions that might harm or affect the security or function of the Library), worms, logic bombs, time locks, time bombs, trojan horse, bugs or software into the Library that might harm or affect its security or function;
- (h) use the Library for phishing, fraud or other unlawful purposes; or
- (i) attempt to access the user accounts of any other user of the Library; or
- (j) attempt to access Assets or information which you or your Authorised Users do not have permission to access through the Library (pursuant to the definition of Authorised Purposes in these Conditions of Use); or
- (k) deceptively obtain personal information about other users or confidential information about other companies that use the Library or use any such information for any unauthorised or unlawful purpose.

2.16 As soon as reasonably practicable after the start of a Force Majeure Event but no later than 3 Working Days from Clearcast becoming aware of the Force Majeure Event, Clearcast shall: (i) so far as is reasonably practicable, notify you in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on Clearcast's ability to perform its obligations under this Agreement; and (ii) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

2.17 Clearcast shall use reasonable endeavours to ensure that no third party can register or control any clock numbers bearing your organisation's prefix without your organisation's prior written consent.

### **3. Quality control**

3.1 Clearcast will use Commercially Reasonable Efforts to perform the QC Services within any agreed or specified timescale to ensure that all Assets uploaded by your Authorised Users comply with Clearcast's technical requirements. If Clearcast reasonably believes that an Asset does not comply with Clearcast's technical requirements, Clearcast will notify you as soon as reasonably practicable and you will be responsible for making changes to the Asset as necessary and resubmitting the Asset to Clearcast to run further QC checks.

3.2 Clearcast will use Commercially Reasonable Efforts to assist you with any ongoing transcode issues you may experience when you have uploaded your Assets into the Library, but you acknowledge and

agree that Clearcast is not liable for any Errors in the Assets/Submissions that you upload to the Library.

- 3.3 You acknowledge and agree that any non-technical errors such as spelling mistakes are expressly excluded from the QC Services.

#### **4. Confidential information**

- 4.1 Subject to Conditions 4.2 and 4.4, your organisation will hold all Clearcast Confidential Information accessed through the Library 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:

- (i) any confidential information relating to the business, affairs, strategies or staff of Clearcast;
- (ii) any third party Assets, 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 Assets, which are paid for by Clearcast’s clients) whether or not marked as confidential;
- (iv) any feedback and/or comments that we make on the Library in response to 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) Clearance Data.

- 4.2 The confidentiality obligations in Condition 4.1 shall not apply to:

- (i) any disclosures that your organisation is required to make by law or by any regulatory body, but only to the minimum extent required, and provided that:
  - (a) your organisation first notifies Clearcast of the requirement (if not prohibited by applicable law); and
  - (b) upon Clearcast's request, your organisation uses Commercially Reasonable Efforts to assist Clearcast, at Clearcast’s sole expense, in seeking an appropriate protective order;
- (ii) information that has come into the public domain through no fault of your organisation; and
- (iii) information that your organisation develops independently (without the benefit of Clearcast Confidential Information) or receives from a third party (which is not in breach of a continuing obligation of confidentiality to Clearcast).

- 4.3 Without prejudice to the generality of Condition 4.1, and subject to Condition 4.4, you agree not to provide Clearance Data to Publishers or Ad Serving Companies. These parties will themselves access the Library to establish the status of approvals and restrictions.

4.4 Your organisation may share:

- (i) Clearcast Confidential Information with its Personnel, professional advisors and auditors; and
- (ii) Clearance Data with:
  - (a) the relevant Client Company(-ies);
  - (b) any third parties (such as post houses) to the extent that they need to see it to complete the clearance process for the relevant Asset(s); and
  - (c) media owners, Ad Serving Companies and sales houses that own or represent the Channels,

provided in each case that:

- (iii) your organisation has a confidentiality agreement in place with such recipient(s) prior to disclosing such details or information (the terms of which agreement are at least equivalent to this Condition 4); and
- (iv) you inform the recipient(s) of the confidential nature of such Clearcast Confidential Information prior to its disclosure; and
- (v) you will be fully liable and responsible for any misuse or unauthorised disclosure of such Clearcast Confidential Information by such recipient(s).

4.5 Subject to Condition 4.6, Clearcast will hold in the strictest confidence your Submissions (other than any Assets that have been made available to the public) while they are stored in the Library, plus all other information you submit via the Library or otherwise that is expressly marked as confidential, is notified to us as being confidential or could reasonably be considered to be confidential ("**Company Confidential Information**") and will not (whether during or after the Term) disclose the Company Confidential Information to any third party. We have put in place and shall maintain appropriate ethical walls and confidentiality restrictions to preserve the confidentiality of the Company Confidential Information.

4.6 The confidentiality obligations in Condition 4.5 shall not apply to:

- (i) 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:
  - (a) Clearcast first notifies your organisation of the required disclosure (if not prohibited by applicable law); and
  - (b) upon your organisation's request, Clearcast uses Commercially Reasonable Efforts to assist your organisation, at your organisation's sole expense, in seeking an appropriate protective order;
- (ii) information that has come into the public domain through no fault of Clearcast;
- (iii) information that Clearcast develops independently (without the benefit of the Company Confidential Information) or receives from a third party (which is not in breach of a continuing obligation of confidentiality to your organisation); and
- (iv) Clearcast's right to share:

- (a) the Company Confidential Information with our Systems Provider for the sole purpose of hosting your Company Confidential Information on the Library (provided that Clearcast shall be liable to your organisation for any failure by our Systems Provider to protect the confidentiality of the Company Confidential Information);
- (b) and supply data and information derived from your access to, and use of, the Library in accordance with Condition 4.7(ii);
- (c) your Company Confidential Information with our copy committee (a panel of representatives of the broadcasters for whom we clear advertisements) (the “**Clearcast Copy Committee**”), and with our Personnel, professional advisors and auditors, each of whom will be informed of the confidential nature of your organisation Confidential Information and instructed to treat such information confidentially, and Clearcast shall be liable to your organisation if any such Party should fail to comply with the terms of this confidentiality obligation;
- (d) your Submissions and QC Reports with any Publisher you have authorised to access them;
- (e) your Submissions with Clearcast’s third party subtitling suppliers whom you have authorised to access them in order to provide Subtitling Services.
- (f) an Asset’s status and restrictions with the Publishers;
- (g) the Clearance Data related to your Submissions to Publishers and Ad-Serving Companies;
- (h) your Assets with Publishers, Ad Serving Companies and any other entity to which you may grant permission to use such the same in the serving of digital advertising;
- (i) all Clearance Data with Publishers, 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 only share Assets submitted by your organisation with the Clearcast Copy Committee with your written consent (in which case the Asset(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);
- (j) technical information with regulators (such as the ASA and Ofcom) in order to defend challenges or respond to queries made by such regulators. This information 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 Clearcast shall be liable to your organisation if any such consultants should fail to comply with such confidentiality obligations; and
- (k) information regarding the progress of clearing an Asset with your Client Company(ies) if they ask us to do so. To the extent it is reasonably practicable, we will use reasonable endeavours to obtain your written consent prior to sharing such information.

4.7 You acknowledge and agree that Clearcast may:

- (i) retain any confidential information disclosed by your Authorised Users if they leave your organisation (or otherwise stop using the Library) to enable your organisation to access such confidential information for as long as you continue to use the Library, and/or for use in connection with any legal or regulatory investigation;
- (ii) subject to Condition 4.5, collect information about your organisation’s and its Authorised Users’ use of the Library (“**Usage Data**”):

- (a) in order to:
  - (1) provide Clearcast's 'Attribution' service, which matches the clock number assigned to each Asset to the products, advertisers and/or buying agencies to which such Asset relates in order to provide insights into the advertising industry;
  - (2) provide Clearcast's clearance services to broadcasters and Digital Publishers in accordance with these Conditions of Use; and
  - (3) meet agency and broadcaster obligations in respect of artist payments, including by sharing Asset metadata with music rights management agencies;
- (b) for our own internal business purposes, including understanding and analysing our users' use of the Library. Clearcast will, where required by Data Protection Legislation, provide Authorised Users with all necessary information about and the opportunity to opt out of any such analysis;
- (c) in order to develop and provide new products and services, provided that Clearcast will always give your organisation at least eight (8) weeks' written notice containing full and accurate details of its plans for new products or services to enable your organisation to decide whether it wishes to opt out of its Usage Data being used for such purposes. Clearcast shall ensure that your organisation's Organisation Admin(s) will have a sufficient and timely opportunity to opt out on behalf of your organisation. If your organisation continues to access and/or use the Library after the end of the relevant opt-out period, this will be deemed to represent your organisation's acceptance that its Usage Data may be used for the purposes specified in the notice; and
- (d) 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 such as the date and/or time of access, the IP address of your organisation's server etc.

## 5 Data protection

- 5.1 For the purposes of this Condition 5, the terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**process**", "**processing**" and "**appropriate technical and organisational measures**" shall have the meanings given in the Data Protection Legislation.
- 5.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5.2 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 5.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, you are the Controller and Clearcast is a Processor in respect of any Personal Data provided by your organisation and processed in accordance with this Agreement, except in respect of Clearcast's use of your Personal Data for Clearcast's business, operational or administrative purposes (other than the provision of the Services), in which case Clearcast shall act as a Controller.
- 5.4 The anticipated scope of your Personal Data, and the nature and purpose of Clearcast's processing activities, are set out at [clearcast.co.uk/privacy-policy](https://clearcast.co.uk/privacy-policy)
- 5.5 Clearcast shall, when acting as a Processor in respect of Personal Data provided by you and/or your Authorised Users:
  - (i) process the Personal Data only in accordance with this Agreement and/or your written instructions from time to time, and shall not process the Personal Data for any purposes

other than those expressly authorised in writing by you or this Agreement, unless required to do so by Applicable Law. Where Clearcast is relying on any applicable law (other than the Data Protection Legislation) as the basis for processing such Personal Data, Clearcast shall promptly notify you of this before performing the processing required by the applicable law unless the applicable law prohibits Clearcast from so notifying you;

- (ii) take appropriate technical and organisational measures against the unauthorised or unlawful processing or destruction of or damage to the Personal Data to ensure a level of security appropriate to:
  - (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
  - (b) the nature of the data to be protected;
- (iii) ensure that all of its Personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential;
- (iv) not transfer any such Personal Data outside of the UK unless the following conditions are fulfilled:
  - (a) you or Clearcast has provided appropriate safeguards in relation to the transfer;
  - (b) the relevant Data Subjects have enforceable rights and effective legal remedies; and
  - (c) Clearcast complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (v) provide you, at your cost, with reasonable assistance in responding to any request from any individual whose Personal Data forms part of the Personal Data and in ensuring your compliance with your obligations under Data Protection Legislation with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (vi) notify you without undue delay on becoming aware of any security breach in respect of such Personal Data;
- (vii) at your written direction, delete or return the Personal Data and copies thereof to you on termination of this Agreement, except to the extent required by applicable law;
- (viii) maintain complete and accurate records and information to demonstrate our compliance with this Condition 5 and shall make such records available to you to the extent necessary to demonstrate Clearcast's and/or your compliance with Data Protection Legislation. Prior to making any such records and information available to you, Clearcast may redact any commercially sensitive or confidential information contained therein to the extent it considers necessary;
- (ix) on reasonable notice, and upon reasonable terms (including, without limitation, your execution of a non-disclosure agreement and agreeing to pay both Parties' costs of any such audit or inspection) permit you to audit and/or inspect the records specified in Condition 5.5(viii) above for compliance with Data Protection Legislation; and
- (x) notify you immediately if, in Clearcast's opinion, any of your instructions infringes Data Protection Legislation.

5.6 You agree that Clearcast may:



- (i) transfer Personal Data out of the UK, provided that the conditions set out in Condition 5.5(iv) are satisfied; and
- (ii) appoint subcontractors as third-party processors of your Personal Data under this Agreement. Clearcast confirms that it has entered or (as the case may be) will enter with such third-party processors into written agreements substantially in conformance with Clearcast's obligations under Condition 5.5 of this Agreement. As between you and Clearcast, Clearcast shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Condition 5.6(ii).

5.7 Where your organisation provides Personal Data to Clearcast under or in connection with this Agreement, your organisation warrants to Clearcast that it has all necessary rights and has issued all necessary notices to do so.

## **6 Warranties and indemnities**

6.1 Each Party warrants to the other that it has the full power, capacity and authority to enter into this Agreement and to perform its obligations under this Agreement.

6.2 You warrant to Clearcast that you have and agree that you will maintain during the Term all necessary rights, consents and permissions in the Assets and other Submissions that you upload to the Library, including in order to enable Clearcast to host your Submissions and to provide you with any Services that you may request.

6.3 Clearcast shall use Commercially Reasonable Efforts to provide the Broadcaster-Funded Services in accordance with the terms of these Conditions of Use. Save as expressly provided in this Agreement, the Library is 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).

6.4 Subject to Condition 7, your organisation will indemnify on demand, and keep fully and effectively indemnified, Clearcast from and against any liability, losses, damages, costs (including reasonable legal fees) and expenses of any nature incurred by Clearcast directly or indirectly arising from:

- (i) any infringement or misappropriation by your organisation (including by your Authorised Users) of any Intellectual Property Rights in the Library;
- (ii) any claim (whether threatened or actual) alleging that the Submissions infringe the Intellectual Property Rights of a third party; and/or
- (iii) a breach of your confidentiality obligations under Condition 4 of these Conditions of Use (subject to Condition 7.1).

The indemnity in this Condition 6.4 shall remain in full force and effect notwithstanding the termination or expiry of this Agreement.

6.5 Subject to Condition 7.1, Clearcast will indemnify on demand, and keep fully and effectively indemnified, your organisation from and against any liability, losses, damages, costs (including legal fees) and expenses of any nature incurred by your organisation arising directly or indirectly from Clearcast's breach of its confidentiality obligations under Condition 4 of these Conditions of Use.

The indemnity in this Condition 6.5 shall remain in full force and effect notwithstanding the termination or expiry of this Agreement.

- 6.6 If any third party makes a claim, or notifies a party (the “**Indemnified Party**”) that it is intending to make a claim against the Indemnified Party, which may reasonably be considered to be likely to give rise to a liability under an indemnity given under Condition 6 of these Conditions of Use, the Indemnified Party will give the other Party (the “**Indemnifying Party**”) written notice of such claim and allow the Indemnifying Party to have sole authority to dispute, compromise or defend such claim with the assistance of the Indemnified Party as reasonably requested by the Indemnifying Party (and the Indemnifying Party agrees to reimburse the Indemnified Party for all such assistance).

## **7 Limitations of liability**

- 7.1 Subject to Condition 7.2, and subject to any applicable Additional Services Appendix, neither Party’s total liability to the other Party (or in the case of Clearcast, to 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) shall exceed £100,000 (one hundred thousand pounds) per claim.
- 7.2 Subject to Conditions 7.3 and 7.4, 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 in respect of any: (i) loss of future sales; (ii) loss of profits; (iii) loss of business opportunity, goodwill or reputation; (iv) business interruption; (v) loss of anticipated savings; or (vi) for any indirect or consequential loss or damage of any kind.
- 7.3 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.
- 7.4 The limitations of liability set out in Condition 7.1 shall not apply to:
- (i) the indemnities given by your organisation under Conditions 6.4(i) and (ii) of these Conditions of Use; or
  - (ii) the indemnities given under Condition 6.4(iii) or Condition 6.5 to the extent that the breach of Condition 4 was due to the wilful misconduct, recklessness or negligence of Indemnifying Party and/or its Personnel, in which case the Indemnifying Party’s liability shall be limited to £1 million per claim.

## **8 Duration and termination**

- 8.1 Either Party may terminate this Agreement (or, at the notifying Party's option, a particular Additional Service) immediately by written notice if the other Party:
- (i) commits any material or persistent breach of any of its obligations under this Agreement or any part of this Agreement which relates to the Library or an Additional Service (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

- (ii) 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.

## 9 Consequences of termination

- 9.1 Expiry or termination of one or more (but not all) of the Additional Services shall not affect Clearcast's obligation to provide the remaining Additional Services or your obligations to pay the fees in respect of any remaining Additional Services.
- 9.2 Upon termination of this Agreement (for any reason):
  - (i) your organisation 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;
  - (ii) any Additional Services that you have requested will immediately cease and all sums due to Clearcast in respect of those Additional Services will become immediately due and payable;
  - (iii) Clearcast shall not be required to delete or return digital files in its possession; and
  - (iv) your organisation's rights to access and use the Library, and Clearcast's obligations to your organisation under these Conditions of Use, shall immediately cease.
- 9.3 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 2.3(i), 2.15(iv), 2.15(vi), 4.1 to 4.7 inclusive, 5, 6.4 to 6.6 inclusive 7, 9 and 10).

## 10 General

- 10.1 These Conditions of Use govern our relationship with you and do not create any third party 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.
- 10.2 If you have any concerns about the Library 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:
  - (i) 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 Organisation Admins and a member of our team responsible for the Library shall attempt in good faith to resolve the Dispute;

- (ii) if the Organisation Admin and member of our team responsible for the Library 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 organisation and a senior management representative of Clearcast who shall attempt in good faith to resolve it; and
- (iii) if the senior management representative of your organisation 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.

10.3 The commencement of mediation under Condition 10.2(iii) shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under Condition 10.4, which Condition shall apply at all times.

10.4 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.

10.5 This Agreement represents the entire agreement between you and us in respect of your access and use of the Library. 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.

10.6 By accepting this Agreement on behalf of your organisation you are agreeing to these Conditions of Use, so please make sure that you are authorised to do so and you understand both Clearcast's and your organisation's legal obligations.

10.7 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.

10.8 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.

10.9 We may vary these Conditions of Use from time to time by giving you notice of the variation in accordance with Condition 10.11 below (a "**Variation Notice**"). A Variation Notice will be deemed to have been accepted by your organisation and will bind the Parties on and from the sixteenth (16th) Working Day after notice is served on your organisation in accordance with Condition 10.12 ("**Deemed Service Date**") unless your organisation notifies Clearcast (in accordance with Condition 10.12) 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:

- (i) your organisation rejects an entire Variation Notice in accordance with this Condition

10.9, that Variation Notice will not bind the Parties; and

- (ii) your organisation partially rejects a Variation Notice in accordance with this Condition 10.9, the terms of that Variation Notice will bind the Parties to the extent that they have not been expressly rejected.

10.10 If your organisation rejects or partially rejects a Variation Notice in accordance with Condition 10.9, then:

- (i) 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;
- (ii) any subsequent variation of this Agreement will be valid only if it is recorded in writing and executed by, or on behalf of, each of the Parties; and
- (iii) notwithstanding Condition 10.10(i), Clearcast shall have the right to terminate this Agreement immediately on giving written notice to your organisation 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 10.10(ii).

10.11 Clearcast may make reasonable variations to the Authorised User Rules 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 Library (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 Library. 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 Library.

10.12 Clearcast may make reasonable variations to the QC Services and the Support Services from time to time. Please check them frequently to ensure you are familiar with the latest versions. We shall give your Organisation Admin(s) notice of any variations that we consider to be particularly significant.

10.13 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 organisation's Main Company Contact (and, where this is not possible for any reason, your Organisation Admin(s)); if to Clearcast, to [help@clearcast.co.uk](mailto: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.

10.14 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

10.15 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between either Party, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of any other party. Save as

expressly permitted by Condition 2.2(viii), each Party confirms it is acting on its own behalf and not for the benefit of any other person.

- 10.16 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 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 'asavailable' 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 [help@clearcast.co.uk](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](https://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: 29 July 2025

## The Clearcast Library – Additional Services Terms

The following Additional Services Terms shall apply in addition to the Library Conditions of Use if you have selected Clearcast as your chosen supplier for any Additional Services.

### 1. Definitions and Interpretation

- 1.1 The definitions used in these Additional Services Terms have the same meanings as set out in the Library Conditions of Use. In addition, the following expressions in these Additional Services Terms shall have the following meanings:

<b>Additional Services</b>	the services provided to you by Clearcast pursuant to these Additional Services Terms.
<b>Additional Services Fees</b>	the fees for using the Additional Services as set out in the Additional Services Order Form or the relevant Addendum.
<b>Additional Services Period</b>	has the meaning given under Clause 5.1 of the Additional Services Terms.
<b>Clock Number</b>	a unique alphanumeric identification number which identifies an Asset and its creators or source.
<b>Commencement Date</b>	the date that Clearcast first provides any Additional Services to your company.
<b>Increase Date</b>	has the meaning given in Clause 3.6 below.

### 2 Additional Services

Conditional upon both parties executing the Additional Services Appendix order form and one (1) or more Additional Services Addenda, Clearcast will provide the Additional Services requested in the Additional Services Addendum or Addenda. All Additional Services Addenda are subject to and incorporated into these Additional Services Terms.

### 3 Additional Services Fees

- 3.1 In return for receiving the Additional Services, your company will pay the Additional Services Fees as set out in the Order Form.
- 3.2 The Additional Services Fees shall be payable by your company within thirty (30) days of your company receiving a valid written invoice.
- 3.3 All sums payable to Clearcast under this Agreement:
- (i) are exclusive of VAT, which shall be payable by your company in addition at the rate and in the manner for the time being prescribed by law; and

- (ii) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.4 Clearcast shall be entitled to set off or withhold any amount owed to your company under this Agreement against any amount payable by your company to Clearcast.

3.5 Without prejudice to any other right or remedy it might have, if your company fails to pay Clearcast any sum due under these Additional Services Terms on the due date for payment, Clearcast may:

- (i) charge your company for any additional administration and legal costs that Clearcast may incur as a consequence of such late payment;
- (ii) charge your company from the date due for payment to the actual date of payment at the rate of 3% above the Bank of England base rate of from time to time in force (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); and
- (iii) at its election, either suspend the supply of all or part of the Additional Services under this Agreement (or your access to, and use of the Library and any other Additional Service) until payment has been made, or terminate this Agreement (or, at its election, the Additional Services) with immediate effect and without liability on written notice to your company.

3.6 Clearcast may increase the Additional Services Fees at its discretion. In the event that Clearcast determines that it wishes to increase the Additional Services Fees, Clearcast shall notify you of such increase(s) in writing at least ninety (90) days prior to the date of such increase(s) coming into effect ("**Increase Date**"). If you do not wish to accept the increase(s) to the Additional Services Fees, you may give notice to terminate this Agreement prior to the Increase Date, failing which you shall be deemed to have accepted the relevant increase on the Increase Date.

#### 4 **Limitation of liability**

4.1 Subject to Clauses 4.1 and 4.2 and notwithstanding the limitations of liability in respect of the Library as set out in the Library Conditions of Use, Clearcast's liability to your company arising out of, or in connection with, these Additional Services Terms shall not exceed the total Additional Services Fees paid or payable by your company to Clearcast in the twelve (12) month period prior the date of the event giving rise to the liability.

4.2 Subject to Clause 4.3, the parties shall have no liability to each other in 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.

4.3 Notwithstanding anything contained in this Agreement, neither party excludes or limits its liability for personal injury or death resulting from the negligence of that party, for fraud or for any other matter in respect of which liability cannot by applicable law be limited or excluded.

#### 5 **Termination**

5.1. The Additional Services Term shall commence on the Commencement Date and, subject to earlier termination in accordance with their terms, shall continue in force until they expire or are terminated in accordance with this Clause 5 (the "**Additional Services Period**").

5.2. In the event that the Library Conditions of Use are terminated in accordance with their terms, these Additional Services Terms shall terminate automatically.

5.3. Without affecting any other right or remedy available to it, Clearcast may terminate this

Agreement with immediate effect by giving written notice to you if you fail to pay any amount

due on the due date for payment under these Additional Services Terms or any other agreement between you and Clearcast.

- 5.4. When all Additional Services have expired or terminated, these Additional Services Terms shall terminate automatically and all outstanding fees due to Clearcast shall become immediately due and payable.

## **6 Consequences of Termination**

- 6.1. The termination or expiry of this Agreement (howsoever caused) will not affect any rights and/or liabilities of either Party which have accrued before termination or expiry.
- 6.2. Any provision of these Additional Services Terms which expressly, or by implication, is intended to come into or continue in effect on or after termination or expiry (including, without limitation, Clauses 1, 3.1 to 3.5 inclusive, 4, 5.4, 6 and 7) shall remain in full force and effect.
- 6.3. Upon termination or expiry of these Additional Services Terms (for any reason):
- (i) you shall immediately pay to Clearcast all of Clearcast's outstanding unpaid invoices and interest and, in respect of Additional Services supplied but for which no invoice has been submitted, Clearcast shall submit an invoice, which shall be payable by you immediately on receipt; and
  - (ii) Clearcast's obligations to you under this Agreement, and all licences granted under these Additional Services Terms by a Party, shall immediately cease.

## **7 Further Additional Services**

Notwithstanding Conditions 10.9 and 10.10 of the Library Conditions of Use, the parties may add (but not remove) Additional Services to the scope of the Order Form by executing a further Additional Services Addendum.

### **7. Non-solicitation**

- 7.1. Your company shall not during the Additional Services Period, nor for a period of twelve (12) months following the termination or expiry of this Agreement for any reason, on its own behalf or on behalf of any third party directly induce or attempt to induce any person employed by Clearcast in a senior capacity who has been engaged in the provision of the Additional Services to leave the employment of Clearcast or employ or engage in any capacity any such employee, provided that this restriction shall not apply to any such person who makes an unsolicited reply to a bona fide public advertisement.

## ADDITIONAL SERVICES APPENDIX ADDENDUM 1: DELIVERY SERVICES

- 1.1 This Addendum will apply only if you have requested to receive the Clearcast Delivery Services. This Addendum is subject to the terms of, and is incorporated in, the Additional Services Terms. In addition, the following expressions in these Delivery Conditions shall have the following meanings:
- |                                    |  |
|------------------------------------|--|
| <b>Clearcast Delivery Services</b> | the Delivery Services provided by Clearcast under these Additional Services Terms whereby Clearcast will deliver your Assets to Publishers in accordance with your instructions and/or make available Assets to be Pulled from the Library by Publishers for transmission. |
| <b>Delivery</b>                    | the delivery of an Asset to a Publisher  |
| <b>Delivery Conditions</b>         | the terms and conditions of this Additional Services Appendix.   |
| <b>Delivery Fees</b>               | the portion of the Additional Services Fees attributable to the Clearcast Delivery Services, as set out in the Additional Services Terms Order Form or otherwise agreed in writing between the Parties.  |
| <b>Destination</b>                 | the Publisher destination to which the Assets are Delivered.   |
| <b>Increase Date</b>               | has the meaning given in Clause 3.6 below.   |
| <b>Publisher Failure</b>           | has the meaning given in Clause 1.5.   |
| <b>Pull</b>                        | the retrieval of Assets from the Library by a Publisher (and “ <b>Pulled</b> ” shall be construed accordingly)   |
| <b>SLA</b>                         | the service level agreement for Clearcast’s Delivery of an Asset, as set out from time to time at <a href="http://clearcast.co.uk/terms-conditions">clearcast.co.uk/terms-conditions</a> .   |
- 1.2 All terms defined in the Additional Services Terms (and/or the Library Terms) will have the same meaning in this Addendum.
- 1.3 In consideration for the Delivery Fees and subject to your, and your Authorised Users’, compliance with the Library Conditions of Use and the Additional Services Terms, Clearcast will provide the Clearcast Delivery Services on the terms and conditions of this Agreement in order to enable you to make arrangements for the delivery of Assets to Publishers via the Library. In respect of each Delivery, your company will decide whether to:
- (i) instruct Clearcast to deliver the Asset to the Destination; or
  - (ii) allow the Publisher of the Asset to Pull the Asset from the Library to the Destination.
- 1.4 If you instruct Clearcast to deliver the Asset to a Destination, Clearcast will, subject to the terms and conditions of these Additional Services Terms (including the requirement for the Ad to meet Clearcast’s technical requirements):
- (i) deliver the Asset to the Destination you have selected within the timescales set out in the SLA; and
  - (ii) not make your Submissions available to Publishers where we do not have permission to do so.
- 1.5 You acknowledge and agree that if a Publisher chooses to Pull an Asset in accordance with Clause 1.3(ii), Clearcast shall not be responsible for, and have no liability to you for, any failure by the Publisher to pull the Asset or to deliver the Asset to a Destination by a particular time, nor for any missed airtime or delayed Delivery (“**Publisher Failure**”). If there is a Publisher Failure, you

acknowledge that this is a matter between you and the Publisher only, not Clearcast.

- 1.6 Clearcast shall in its sole and absolute discretion determine the method of Delivery for the relevant Asset if it deems that the Asset cannot, for any reason, be delivered digitally to the Destination within the timescales instructed.
- 1.7 You acknowledge and agree that you will be solely responsible for:
- (i) ensuring that the Assets comply with Clearcast's Codec Specifications and the relevant Publisher(s)' technical specifications and requirements. You acknowledge and agree that Clearcast will not be able to Deliver any Assets which do not comply with any applicable requirements (and that Clearcast will have no liability to you for such non-Delivery);
  - (ii) ensuring that your Assets and other Submissions are delivered to Clearcast in sufficient time to meet Publisher requirements and scheduling (taking into account the time needed for Clearcast to provide the QC Services and any Additional Services requested in advance of Delivery). Clearcast shall not be liable to you for any surcharge levied on you by a Publisher for any failure by you to meet such requirements;
  - (iii) the payment of all air time fees and charges payable to any Publisher including without limitation cancellation fees and late copy surcharges unless the surcharge is imposed due to a failure by Clearcast to deliver an Asset on time in circumstances, provided that you have complied with your obligations under this Clause 1.7.
- 1.8 You warrant to Clearcast that you have you or have procured the grant of all necessary rights, consents and permissions in your Submissions to:
- (i) enable Clearcast to store the Assets and deliver them to Publishers and provide the Delivery Services; and
  - (ii) make the Assets available to Publishers to Pull your Assets out of the Library for broadcast.
- 1.9 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 any claim made against Clearcast:
- (i) by a Publisher or any third party in relation to any Publisher Failure; and
  - (ii) in respect of a breach of Clause 1.8.
- 1.10 Clearcast shall provide the Delivery Services with reasonable skill and care and procure that the Delivery Services will be performed by reasonably skilled individuals.
- 1.11 The delivery cap applies to when an order is placed not to subsequent delivery of the same clock to new destination.
- 1.12 Redelivery applies when the same clock is required to the same destination.



## ADDITIONAL SERVICES APPENDIX ADDENDUM 2: SUBTITLING

**Important note: the Subtitling Services are an add-on to the Clearcast Delivery Services. As set out in Clause 2.2, your Company must have chosen to use the Clearcast Delivery Services in respect of an Asset in order to request the Subtitling Services in respect of that Asset.**

### 8. Definitions and Interpretation

- 1.1 This Addendum will apply only if you have requested to receive the Subtitling Services. This Addendum is subject to the terms of, and is incorporated in, the Additional Services Terms. In addition, the following expressions in this Addendum shall have the following meanings:

<b>Clearcast Services</b>	<b>Delivery</b>	has the meaning given in Addendum 1 to the Additional Services Appendix ("Delivery Services").
<b>Delivery</b>		has the meaning given in Addendum 1 to the Additional Services Appendix ("Delivery Services"), and "Delivering" shall be construed accordingly.
<b>Direct Dealing</b>		has the meaning set out in Clause 2.1(iii).
<b>In-House Subtitling</b>		has the meaning set out in Clause 2.1(i).
<b>Subtitle File</b>		the digital file containing the Subtitles, which initially sits alongside, and is later merged with, the TVC File.
<b>Subtitles</b>		on-screen text which represents, and is synchronised as closely as reasonably possible to, the speech and sound-effects on the video version of an advertisement.
<b>Subtitling Fees</b>		means the fees for the Subtitling Services set out in the Additional Services Appendix Order Form.
<b>Subtitling Supplier</b>		a third-party supplier which provides Subtitles in respect of an Asset.
<b>Subtitling Procurement</b>		has the meaning set out in Clause 2.1(ii).
<b>Subtitling Services</b>		the services provided by Clearcast pursuant to this Subtitling Addendum, being either Direct Dealing, In-House Subtitling or Subtitling Procurement.
<b>Subtitling Style Guide</b>		the Clearcast subtitling guidance for TV commercials, as set out at Schedule A to this Addendum and updated by Clearcast from time to time.
<b>TVC File</b>		a 'television cleared file', i.e. an Asset that Clearcast has cleared for broadcast.
<b>Working Hours</b>		between 05:30 and 23:00 on any day that is a Working Day, and between 08:00 and 23:00 on any day that is not a Working Day.

- 1.2 All terms defined in the Additional Services Terms (and/or the Library Terms) will have the same meaning in this Addendum.
- 1.3 In consideration for the Subtitling Fees and subject to your, and your Authorised Users', compliance with the Library Conditions of Use and the Additional Services Terms, Clearcast will provide the Subtitling Services on the terms and conditions of this Agreement.

### 2 Subtitling Services

- 2.1 The Subtitling Services may comprise:

- (i) Clearcast's in-house service providing Subtitles in respect of an Asset then Delivering such

- Subtitle File along with the Asset ("**In-House Subtitling**"); or
- (ii) Clearcast procuring Subtitles from a Subtitling Supplier on behalf of your Company then Delivering such Subtitle File along with the Asset ("**Subtitling Procurement**"); or

(iii) Clearcast Delivering, along with the relevant Asset, a Subtitle File that your Company has obtained from a Subtitling Supplier other than Clearcast ("**Direct Dealing**").

2.2 Your Company may only request Subtitling Services in respect of an Asset where it chosen to use Clearcast Delivery in respect of that Asset.

2.3 All requests for Subtitling Services must be placed via the Library.

### **3 Subtitling Services process and obligations**

3.1 Where your Company has requested In-House Subtitling or Subtitling Procurement, the relevant Asset will be sent to Clearcast's in-house team or to the Subtitling Supplier (as appropriate) after the QC Services have been performed and the Asset has been deemed to comply with Clearcast's technical requirements.

3.2 Clearcast will use reasonable endeavours, to the extent practical, to procure that all Subtitles produced via In-House Subtitling and via Subtitling Procurement comply with the Subtitling Style Guide.

3.3 All Subtitle Files will be Delivered in a format that has been tested and approved for broadcast by the relevant Publisher.

3.4 Clearcast shall provide the Subtitling Services with reasonable skill and care and procure that In-House Subtitling and Subtitling Procurement Services will be performed by reasonably skilled individuals.

Your Company acknowledges and agrees that, provided Clearcast has Delivered the Subtitle File, it cannot be responsible or liable for ensuring that the Subtitles are broadcast by the Publisher(s).

### **4 Turn-around times**

4.1 Subtitle Files produced via Procured Subtitling will be available for Delivery within the timescales set out in the Additional Services Appendix Order Form.

4.2 Where Clearcast is providing In-House Subtitling, the Subtitle File will be available for Delivery in accordance with the timescales set out in the Additional Services Appendix Order Form. The period for calculating the turnaround time will commence either upon Clearcast's receipt of the relevant request or the completion of the steps set out at 3.1 above, whichever is the later.

## Schedule A to Additional Services Addendum 2 ("Subtitling")

### Clearcast Subtitling style guidance for TV commercials

#### Timing

- Two lines maximum, 36 characters per line
- Personality – Teletext
- Reading rate 250 wpm maximum
- Minimum duration subtitle - 1 second
- Minimum one-frame gap between subtitles
- No gaps of less than a second
- Time to shot change where possible

#### Placement

Be consistent with placement of the subtitles – consider staying on the same line, but moving to the right or left of the screen to avoid obscuring vital visuals.

The below must never be obscured when deciding where to position subtitles:

- Product name
- Visuals of product
- Terms and conditions / legal disclaimers

#### Speaker identification

- Use colour to identify different speakers. Keep the colour consistent throughout. Limit to white, yellow, cyan, green, in that order.
- Use identifiers when needed. They should be capitalised and white, irrespective of the colour of speaker. They are only needed if it's not obvious who the speaker is.

#### Voice-overs

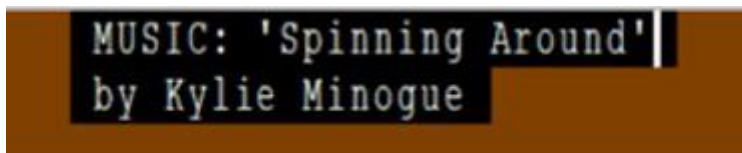
- Use single quotes at the start of each subtitle containing voice-over. Use an end quote mark when voice-over ends.
- An identifier can also be used. If the speaker is known, e.g. someone famous, we can include their name. It should be capitalised, all white and followed by a colon.

#### Sound labels

- All caps, always white, using a pronoun where appropriate
- Left justified and left aligned where possible – place according to placement guidelines
- Only use them to describe a sound, not an action
- Only label things that are necessary for the viewer's understanding of events on screen, or to illustrate atmosphere.

#### Music and lyrics

Label music and artists as below – left justified and left aligned where placing allows. Only cite the artist if 100% sure it is them.



If there is time to add in lyrics, format as below.

```
# They call me the wanderer|
```

- A hash mark and a capital letter at the start of every line

- No end of line punctuation until the last lyric and complete with end hash mark
- If the song is interrupted, end with ellipsis (...) and hash mark.
- Label any music that is significant to the plot. If someone is playing an instrument, or music is coming from a source and it is relevant, create a sound label for it:

#### **HE HUMS A JAUNTY TUNE POP MUSIC**

##### **ON RADIO**

- Only label mood music if it contributes to the viewer's understanding of the commercial.

#### **Dialogue represented in on-screen graphics**

If dialogue appears in the form of an on-screen graphic, it may not need to be subtitled.

- Only omit words from the subtitles if the on-screen graphic is very clear.
- If part of the dialogue appears on screen, you can just subtitle the non-visible words. Place the text immediately above or below the graphic depending on whether the graphic starts or completes the sentence or phrase.
- If the on-screen visuals are only missing one or two words that aren't needed for the understanding of the sentence, it may create a better viewer experience to leave them out, and simply go with what's on screen.
- It may make more sense to subtitle all of the words, even if this duplicates some text on screen. This should be assessed on a case-by-case basis.

## ADDITIONAL SERVICES APPENDIX ADDENDUM 3:

**Important note: Clearcast does not provide legal advice. Clearcast's advisory services may not be relied on as legal advice and Clearcast disclaims all liability arising from any such reliance.**

### 5 Definitions and Interpretation

- 5.1 This Addendum will apply only if you have requested to receive the Commercial Services. This Addendum is subject to the terms of, and is incorporated in, the Additional Services Terms. In addition, the following expressions in this Addendum shall have the following meanings:

<b>Clearance</b>	the approval of the publication or broadcast of an Asset according to regulatory or Publisher requirements.
<b>Company Supplier</b>	any third party who has contracted with the Company or its agent for the supply of goods and/or services (including, without limitation, any Media Owner, media buying house, production house, independent film producer, or relevant clearance bodies).
<b>Copy Advice</b>	advice on a proposed Asset or advertising campaign provided by a Self-Regulatory Organisation, where available, usually on a non-binding basis.
<b>Copy Rotations</b>	instructions to the Media Owner from the media buying agency or other Company representative about where and when an Asset should appear or be broadcast.
<b>Deadlines</b>	any deadlines imposed by: (a) a Media Owner for the receipt of commercials and associated documents; and/or (b) a clearance body for the submission of Clearances.
<b>Instruction</b>	a written request prepared by the Company detailing the Commercial Services it requires (together with all relevant supporting information) and submitted to Clearcast by email (or as otherwise agreed by the Parties in writing).
<b>Management of Copy Advice Services</b>	any or all of the services set out at Clause 2.2, as set out on the Additional Services Appendix Order Form.
<b>Media Owner</b>	a company, firm, body or other person or entity (being a broadcaster, media owner and/or media service provider) (or any of their representatives) responsible for the publication or broadcast of the relevant Asset.
<b>One-off Service</b>	Services in respect of a single Instruction only.
<b>On-going Services</b>	Services in respect of an unlimited number of Instructions during the Term.
<b>Self-Regulatory Organisation</b>	a body or organisation which may have been set up and funded by the advertising industry to apply a code or rules regulating advertising content and/or scheduling or an organisation that has significant experience within the field of advertising for a specific country/region.
<b>Commercial Services Fees</b>	the portion of the Additional Services Fees attributable to the TV Admin Services, as set out in the Additional Services Appendix Order Form or otherwise agreed in writing between the Parties.
<b>Commercial Services</b>	any or all of the services set out in Clause 2.1, as set out on the Additional Services Appendix Order Form, together with any additional services agreed by the Parties in writing from time to time.

**Commercial Services  
Term**

the duration of this Addendum, as set out on the Additional Services Appendix Order Form or as otherwise agreed between the Parties in writing.

**Working Hours**

from 9:00 to 17:00 on Working Days.



- 5.2 All terms defined in the Additional Services Terms (and/or the Library Terms) will have the same meaning in this Addendum.
- 5.3 In consideration for the Commercial Services Fees and subject to your, and your Authorised Users', compliance with the Library Conditions of Use and the Additional Services Terms, Clearcast will provide the Commercial Services during the Commercial Services Term on the terms and conditions of this Agreement.

## **6 Commercial Services**

- 6.1 The Commercial Services may comprise any or all of the following services:

- (i) UK Clearance Services:
  - a) registration on Clearcast's CopyCentral system;
  - b) arranging for Asset clearance via CopyCentral as required by applicable law, Self-Regulatory Organisations and/or by the Media Owner;
  - c) uploading Submissions to CopyCentral; and
  - d) facilitating the clearance process by liaising with clearance executives and the Company;
- (ii) Subtitling and localisation:
  - a) arranging for the translation of an Asset or one or more Submissions, for international Assets are required in the UK (or vice versa); and
  - b) arranging for the subtitling and delivery of an Asset;
- (iii) Delivery and Copy Rotations:
  - a) management of delivery orders to UK and international destinations; and
  - b) management of Copy Rotations in the UK and internationally via appropriate mechanisms; and
- (iv) Ad Hoc services: providing any other services as agreed between the Parties from time to time.

- 6.2 The Management of Copy Advice Services may comprise any or all of the following:

- (i) obtaining fee quotes from the applicable Self-Regulatory Organisation(s), relevant regulatory experts and/or Media Owner in respect of Copy Advice or Clearance services required by the Company. In each case, the Company will set out in an Instruction the scope of the Copy Advice required, the relevant media and territories in which the Asset is intended to be displayed or made available, and any additional information that Clearcast may reasonably require. Clearcast will promptly provide any such fee quotes to the Company;
- (ii) engaging the Self-Regulatory Organisation(s), relevant regulatory expert(s) or Media Owner(s) on behalf of the Company or its client to proceed with the provision of the required Copy Advice or clearance;
- (iii) collating the Copy Advice or clearance received from a Self-Regulatory Organisation, relevant regulatory experts and/or Media Owner in its original form and forwarding such Copy Advice to the Company in any form reasonably required by the Company; and

- (iv) managing the invoices received from the Self-Regulatory Organisation(s), relevant regulatory expert(s) or Media Owner(s) for the fees incurred in respect of the Copy Advice provided ("**Regulator Fees**"), and paying such Regulator Fees on behalf of the Company, provided that:
  - a) the Company accepts and agrees that the Regulator Fees shall be separate from, and additional to any Commercial Services Fees; and

- b) the Company shall reimburse Clearcast upon demand for all Regulator Fees paid on its behalf.

## **7 Request for services**

- 7.1 The Company shall submit each Instruction to Clearcast in writing unless the parties have expressly agreed otherwise.
- 7.2 The Company shall provide all information reasonably requested by Clearcast in order to supply the Commercial Services in accordance with the Instruction and shall ensure that such information is true and accurate in all material respects.

## **8 Commercial Services**

- 8.1 Clearcast will provide the Commercial Services during Working Hours. Where the Company requests Clearcast to provide any Commercial Services outside Working Hours, there may be additional fees payable by the Company, such fees to be agreed between the Parties. For the avoidance of doubt, if Clearcast is not able or willing to provide the Commercial Services outside Working Hours or if the Parties are unable to agree the additional fees, Clearcast shall be under no obligation to provide the Commercial Services outside Working Hours.
- 8.2 Clearcast shall ensure that the Commercial Services are carried out by personnel who are appropriately and adequately trained exercising due care and skill and according to good practice in the industry.
- 8.3 Except as set out in this Agreement or otherwise agreed in writing between the Parties, Clearcast shall not act in any way which will incur any liabilities on behalf of the Company or pledge the credit of the Company.
- 8.4 Clearcast shall comply with all reasonable and lawful instructions of the Company from time to time and shall not enter into any contracts as agent of the Company whereby the Company will be a principal without the express, written authority of the Company on each occasion.

## **9 Obligations**

- 9.1 The Company shall:
  - (i) ensure that all Instructions are materially complete and accurate; and
  - (ii) provide to Clearcast, promptly upon request, all necessary documents, information and materials required by it or by a Self-Regulatory Organisation, relevant regulatory expert, or Media Owner in connection with the provision of the Management of Copy Advice Service.
- 9.2 Deadlines may vary depending on the Commercial Services requested and the country or countries requested for. Clearcast will use its reasonable endeavours to provide deadlines for the submission of Instructions with complete documentation for legal or copy advice, or clearance and obtain the required Service within these Deadlines. All Instructions for Management of Copy Advice Services or Clearance should be delivered to Clearcast allowing sufficient time to meet the Deadline. Clearcast will as part of the quote provide advice on the likely timing for the delivery of the Service.

## **10 Payment**

- 10.1 Clearcast will raise invoices for the Commercial Services as follows, unless otherwise agreed:
  - (i) an invoice for a One-off Service will be raised on completion of that One-off Service;
  - (ii) invoices for On-going Services for Business Affairs will be raised at the end of each month, for Services provided during that month; and
  - (iii) subject to Clause 2.2(iv)(b), invoices for approved third party fees will be paid by the Company as agreed by the parties in writing.
- 10.2 The Company acknowledges and agrees that Clearcast shall not be responsible for making any payments for or on behalf of the Company unless expressly stated in the Instructions accepted by

Clearcast. Clearcast shall, however, be responsible for making payments to third party suppliers

that are offered as a part of Clearcast's Services (such as, but not limited to, subtitling of Advertisements, post-production, UK and international Clearances, and expert consultants).

## **11 Liability**

- 11.1 Clearcast shall not be held liable to the Company for any losses whatsoever which arise from:
- (i) any breach by the Company of this Addendum (including any failure by the Company to submit materials within the agreed timescales in order to meet any Deadlines); and/or
  - (ii) any mistakes appearing in any documentation produced by Clearcast as part of the Commercial Services that are as a result of:
    - a) any Instructions provided to Clearcast by the Company; or
    - b) any information or documentation provided to Clearcast by a Company Supplier.
- 11.2 Without prejudice to any of Clearcast's other rights or remedies available under this Agreement or at law, the Company shall reimburse Clearcast immediately on demand for any late submission fees or other charges paid by Clearcast that were imposed by a Media Owner, clearance body (including Clearcast's copy clearance charges for late clearance) or Self-Regulatory Organisation for failure to meet any Deadlines or requests where such failure is attributable to any breach by the Company of this Agreement.
- 11.3 Clearcast can coordinate the clearance and submission processes but is not liable for ensuring or guaranteeing that any particular Asset may be broadcast in accordance with applicable law, regulation, or the code of any Self-Regulatory Organisation.