

Authorised User Rules

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

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

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

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

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

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

1.2 We have agreed with your organisation that we'll provide the System and our services using reasonable skill and care. We have also agreed that we will use all commercially reasonable efforts to ensure the System is available to you between Monday and Friday, from 08.00 to 18.30 GMT (excluding English public holidays and bank holidays) and we will

work with our Systems Provider to resolve any incidents or problems with the System as soon as reasonably possible. We will also try to make the System available to you outside these times, but no support will be available. If the System is going to be unavailable for planned work, we'll notify you as far in advance as possible to try to minimise any disruption. Please note, though, that the System and its contents are otherwise provided to you on an 'as-is' and 'as-available' basis and, to the extent permitted by law, we exclude all warranties.

- 1.3 We will continue to provide the System to you for as long as: (i) we use it for copy advice and clearance; (ii) you comply with your responsibilities (as outlined in these Authorised User Rules); and (iii) the Company Agreement is in force and has not either expired or terminated for any reason; and (iv) there is no other legal or good practical reason that prevents us from doing so.

2. What the System is not for:

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

System (as set out on the System website www.copycentral.co.uk, which we may update from time to time).

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

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

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

and use the System will cease.

4. What other “housekeeping” rules must you comply with?

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

5. What about your privacy?

- 5.1. We take your privacy seriously. We’ll take all necessary steps to ensure your personal data is secure (but you are responsible for making sure there are no security breaches as a result of your behaviour). We’ll ensure that we, and our Systems Provider, are compliant with applicable data protection legislation and that adequate technical and organisational measures are in place to protect any personal data you provide to us under these Authorised User Rules. We’ll keep your files and data secure. We may back these up from the main System to other secure storage and retrieve them again, as required from time to time.
- 5.2. You consent to us processing and storing your personal data (such as your name, address and contact details) to enable the administration of your account and to provide you with access to the System. Please note that we will also collect information about your access to the System to ensure that there is an audit trail of activity, which we may hold on the System after you’ve left your organisation (or otherwise stopped using the System) to assist us, your organisation, or any regulatory or legal investigation. This is intended to protect us and you. Information collected may include attributes like date/time of access, IP address etc.
- 5.3. Any personal data that you provide to us via the System will be stored within the European Economic Area.
- 5.4. Please note that our System website www.copycentral.co.uk uses cookies. A cookie is a small file of letters and numbers that we put on your computer, if you agree. These cookies allow us to distinguish each Authorised User from other users of our website, which helps

us to provide an Authorised User with a good experience when they browse our website and also allows us to improve our website. We use “strictly necessary cookies”, which are cookies that are required for the operation of our website and “functionality cookies”, which are used to recognise Authorised Users when they return to our website. By using the System, you consent to our use of these cookies.

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

6. What are the rules on protecting confidential information?

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

confidential information we receive from you with our copy committee (a panel of representatives of the broadcasters we clear advertisements for) as well as our officers, directors, employees, professional advisors, consultants and auditors, and you are able to share the confidential information you receive from us with your organisation (which may then share this information with its directors, employees, professional advisors, consultants and auditors).

6.5. If you are an Authorised User of an agency, please note that the following additional exceptions to the rules on confidential information apply:

(a) You give permission on behalf of your organisation for us to share all clearance data (including, but not limited to, the status of an ad clearance, its restrictions, and your copy) with:

(i) broadcasters who use our services (but we will only do so on the basis that such broadcasters have entered into confidentiality agreements with Clearcast in order to protect this data. We will not share any supporting material, such as claims support, with broadcasters unless we've agreed with your organisation that the Submission will go to the Clearcast Copy Committee for discussion); and

(ii) any other entity which wishes to use such clearance data to serve digital advertising to third parties (provided that such entity has been approved by Clearcast and entered into a confidentiality agreement with Clearcast in order to protect the data).

(b) You may share details of our clearance of the ads you are submitting with the advertising company that has instructed you to submit the relevant advertisement(s) to us for clearance (the "Client"), but only on the basis that your organisation ensures that the Client protects this confidential information and prevents unauthorised disclosures to any third party. You may share confidential information in relation to your Submissions that you access, or is provided to you, via the System, with your Client(s) and any other third parties (such as post houses) with whom you need to disclose such confidential information in order to complete the clearance process for the relevant advertisement(s). However, your organisation will remain fully liable and responsible for such disclosures and any misuse, or unauthorised disclosure, of any such information by such Client(s) and third parties. You must ensure that your organisation has a confidentiality agreement in place with such Client(s) and third parties prior to you disclosing such information.

(c) If you leave your organisation or otherwise stop using the System, we may still hold any confidential information disclosed to you, or by you, on the System for your organisation to access for as long as it continues to use the System, or for use in any legal or regulatory investigations.

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

If you have any concerns about the System or these Authorised User Rules please contact your

super user(s) and we will work with you to resolve them.

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