

REQUEST FORM FOR ACCESS TO AND USE OF THE COPYCENTRAL SYSTEM

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

Note: you must complete and sign the last page of this form and the attached conditions of use on behalf of your company before access to the CopyCentral system (known throughout the rest of this form and conditions of use as, “the System”) can be provided to your company’s approved users of the System (“authorised users”).

This form and attached conditions of use, which govern your company’s access to and use of the System, are between your company, whose registration details are below, and Clearcast Limited of 4 Roger Street, 2nd Floor, London, WC1N 2JX (company no. 06290241) (also referred to as “we”, “us”, “our” and “Clearcast” in this form and the conditions of use).

Company Name (referred to as “you”, “your” or “your company” in this form and the conditions of use)	
Company Registered Address	
Company Registration Number	
Type of Company	<input type="checkbox"/> Creative Advertising Agency <input type="checkbox"/> Media Buying Agency <input type="checkbox"/> Advertiser - Film & Video Games <input type="checkbox"/> Advertiser - Health & Beauty <input type="checkbox"/> Advertiser - Food & Drink (excl. Alcohol) <input type="checkbox"/> Advertiser - Alcohol <input type="checkbox"/> An Advertiser - Gambling <input type="checkbox"/> Advertiser – Motoring <input type="checkbox"/> An Advertiser - Charity <input type="checkbox"/> Advertiser – Other, please state: <input type="checkbox"/> Broadcaster <input type="checkbox"/> Digital Publisher <input type="checkbox"/> Ad-serving Company <input type="checkbox"/> Production Company/House <input type="checkbox"/> Post-Production Company/House
Will your company be submitting longform teleshopping scripts (more than 4 minutes)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your company an existing Adway user?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don’t Know

Every company must have at least one nominated super user who will be the main contact point. Please nominate your company’s main super user here.

Main contact/Super User	
Name	
Email Address	
Telephone Number	

Additional Super Users may be nominated at the end of this document.

Contact Us: Clearcast Operations on 020 7339 4700 or help@clearcast.co.uk

Conditions of use.

In order to protect us, you and the provider of the System (Hogarth Worldwide Limited, the “systems provider”) and enable you to access and use the System and receive our services (which you agree constitutes good and valuable consideration), you agree to the conditions of use outlined below.

For clarity, note that Clearcast may supply Clearance data to several types of organisation:

- Broadcasters, who may broadcast linear channels via DTT, Satellite or cable. They may also provide on-demand or IPTV services.
- Digital Publishers. This category includes platform operators, who may serve ads in content they carry on their platform. It may also include media owners who provide video on demand or IPTV services.
- Ad Serving Companies. This category is made up of companies that serve advertising into video on demand or IPTV services provided by Broadcasters or Digital Publishers.

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

Clearcast will:

- Provide the System at no cost, for the purpose of enabling you to send us scripts and video-on-demand advertisements and advertisements for broadcast which you may require us to advise on or clear (note that there may be a charge for some advice and clearances, e.g. pitch scripts, teleshopping ads, late clearances or bespoke clearances. If there are any such charges, we will tell you about them in advance). All rights in and to the System are owned by us and our systems provider and we hereby grant a non-exclusive, non-transferable licence to you (including your authorised users) to access and use the system in accordance with these conditions of use.
- Subject to the restrictions on availability set out below, make sure that you will be able to access and use the System and 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 below), and ensure your company’s authorised users do the same; and (iii) there is no other legal or good practical reason that prevents us from doing so. Please note that we may vary these conditions of use from time to time, but we’ll notify you of such changes and require you to read and accept any changes to these conditions of use before continuing to use the System. Your continued access or use of the System after receipt of notification of any change will be deemed to represent your acceptance of any such changes. If you are no longer able, or no longer wish to comply with these conditions of use please promptly notify us in writing. Your rights to access and use the System and our obligations to you shall cease upon you providing such notice.
- Use all commercially reasonable efforts to ensure the System is available Monday – Friday 0800-1830 (UK time) (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. If the System is going to be unavailable for planned work, we’ll notify you as far in advance as possible to try and minimise any disruption.
- Provide the System and our services using all reasonable skill and care. Please note, though, that the System is provided on an 'as-is' and 'as-available' basis and, to the extent permitted by law, we exclude all warranties.
- Set up your company’s account on the System and provide logons for your super users. Note that once we have set you up, you are responsible for adding new authorised users, ensuring contact details are up to date and, importantly, ensuring that accounts are deleted when staff leave your company or any of your users request that their account should be deleted.
- 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 the behaviour of your authorised users).
- Take any steps as may reasonably be required in the circumstances to deal with any breach of these

conditions of use, unauthorised access to a user account, uploading of any material that is illegal or harmful and/or infringes third party intellectual property rights, introduction of any virus or spamming into the System, breach of security, or attempt to copy or reverse engineer the System, in each case by any of your authorised users. Such steps may include suspension or termination of an authorised user or your company's access, removal of material and any other steps we deem necessary, in our sole discretion (acting reasonably in all the circumstances), to resolve the issue. In the event that we suspend an authorised user or your company's access to the System we will work with you to restore such access as soon as we can. However, if there has been a material or persistent breach of these conditions of use by your company or any authorised user(s), which you are unable to remedy within 30 days after having received written notice from us requiring the breach to be remedied, we may elect to terminate our agreement with you. Such termination will take effect upon our provision of a written notice of termination to you.

- Ensure that we, and our systems provider, are compliant with all 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 conditions of use. Please note that our website at www.copycentral.co.uk uses cookies. A cookie is a small file of letters and numbers that we put on an authorised users computer if they 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.
- Collect information about user access to ensure there is an audit trail of activity. This is intended to protect us and your company (including your authorised users). Information collected may include attributes like date/time of access, IP address etc.
- Email you occasionally with information about the System and your submissions. 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 but you will be able to opt out of this.
- Use the most up to date version of CRS Hardings HFPA-X flash testing software, which means that when you upload a broadcast quality master tape onto the System that passes flashing on our System it will also be acceptable to broadcasters.
- 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.
- Hold all content and information that you have provided and either marked as confidential, notified us is confidential or that we ought reasonably to realise is confidential (including all scripts, ideas and ads you send us prior to their broadcast), in the strictest confidence, and we will not disclose any such content or information to any other person, company or organisation and we shall ensure that our systems provider does the same. This confidentiality obligation is subject to the following:
 - We may share all clearance data (including, but not limited to, the status of an ad clearance, its restrictions, and your copy) with with broadcasters, digital publishers or ad-serving companies, provided these parties have entered into confidentiality agreements with Clearcast in order to protect such information. We will not share any supporting material, such as claims support, with broadcasters, digital publishers or ad-serving companies unless we've agreed with you that your submission will go to the Clearcast Copy Committee for discussion.
 - We may provide information relating to clearances and claims substantiation to regulators (ASA/Ofcom) in the face of a challenge to material that has been broadcast. Supporting evidence for claims may be shared, in full confidence, with Clearcast's external consultants, provided such consultants have entered into confidentiality agreements with Clearcast in order to protect such information.
 - We may from time to time discuss the progress of clearing an ad that you have submitted via

the System with the advertising company that has instructed you to submit the ad if it becomes necessary for us to do so to complete a clearance. We may disclose any confidential information to the extent we are required to do so by applicable law. We will notify you in advance of any such disclosure to the extent we are permitted to do so by applicable law.

Your company will:

- Manage your company's authorised users, ensuring that any authorised users are deleted from the System when they leave your company's employment, and requiring that passwords enabling your authorised users to access the System are kept secure and not shared with others. The System allows groups of authorised users to be set up to work on individual accounts. It is therefore not necessary for usernames to be shared and for security and audit reasons it is a condition of use that usernames must be maintained strictly on a "one user one username" basis. You will also require that authorised users complete mandatory details (like phone numbers and email addresses) and keep them up to date so that we can contact them when we need to do so. Authorised users will be able to do this when they log on to the system.
- Obtain the necessary consents in respect of any personal data of authorised users (such as their names, addresses and contact details) as well as any artist names provided by your company that is to be uploaded to the System or otherwise shared with us, including that any such personal data may be transferred by us outside of the EEA for processing, storage or back-up purposes in order to facilitate the operation of the System.
- Use all commercially reasonable efforts to prevent unauthorised access to, or use of, the System and to comply, and to ensure that your authorised users comply, with the System software's security requirements as set out on the System website at www.copycentral.co.uk and as may be updated from time to time.
- Let us know as soon as possible if you know or suspect the security of the System has been breached.
- Use commercially reasonable efforts to prevent your authorised users from uploading: (i) anything illegal or harmful; or (ii) any content that infringes anyone's intellectual property rights. If you find out that any such activity has taken place you will notify us promptly.
- Require that your users don't, other than for the purposes of submitting copy to us for clearance purposes: (i) develop any product or service using any part of the System without receiving all necessary consents; (ii) use the System to provide other, unauthorised services to third parties; or (iii) licence, sell, rent, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the System available to any third party.
- Obtain our written consent prior to using any trade marks or brands of ours (or of our systems provider) unless you are otherwise entitled to do so in law.
- Indemnify and undertake to keep us indemnified against any reasonable costs or expenses arising out of any claim that is brought against us by a third party as a result of: (i) your misuse of the System in breach of these conditions of use; and/or (ii) any infringement of third party intellectual property rights or breach of confidentiality by your company (or any authorised users) which arises out of or is connected with these conditions of use. If any third party makes a claim, or notifies Clearcast that it is intending to make a claim, against Clearcast, which may reasonably be considered to be likely to give rise to a liability under an indemnity given by you to Clearcast under these conditions of use, Clearcast will give your company written notice of this claim and allow your company to have sole authority to dispute, compromise or defend this claim with the assistance of Clearcast as reasonably requested by you (and you agree to reimburse Clearcast for all such assistance).
- Acknowledge that if you have submitted a broadcast quality commercial, it will be tested using the CRS Hardings HFPA-X flash test and the result will be final. If you've submitted a non-broadcast quality ad we'll test it the same way but will also require you to upload a valid flash testing certificate of the broadcast quality master and to demonstrate that the whole duration of the ad has been tested. This must be from a system we recognise (see our website at www.copycentral.co.uk for more details).

- Hold confidential information accessed through the System and/or provided by Clearcast in the strictest confidence. Confidential information for the purposes of this is defined as anything that is marked as “confidential” and:
 - all of our clearance decisions, including timing and/or content restrictions (apart from longform Teleshopping ads, which are paid for by our clients) whether or not marked as confidential;
 - any comments that we make on the system in response to your submissions; and
 - any feedback from our consultants on claims and/or evidence submitted to support claims made by you.

Note that you should not give broadcasters, digital publishers or ad-serving companies details of our clearance of your ads as authorised broadcasters, digital publishers or ad-serving companies will themselves access the System to establish the status or approvals and restrictions. In the event that you need to discuss these, they may only be shared with media owners, ad-serving companies and sales houses owning/representing the channels and organisations for which we clear (these are listed on our website at www.copycentral.co.uk). You may also share details of our clearance of your ads with the advertising company that has instructed you to submit the relevant advertisement(s) to us for clearance, provided that you ask them to protect such confidential information and prevent unauthorised disclosures to any third party. No other disclosures of our clearances are permitted without first obtaining our written consent to the specific disclosure (and we shall not unreasonably delay or withhold giving any such consent).

- By signing this form, grant Clearcast all the permissions Clearcast needs, or otherwise confirm that you have obtained all the permissions Clearcast needs, to allow Clearcast to:
 - Use the advertisements submitted by you via the System for the purposes of “fingerprinting” and store the fingerprints on our own or third party servers. Fingerprinting enables clocked advertisements to be identified on second screen devices after broadcast. This will make it easier for you to associate interactive applications with your ad. Fingerprints are derived from software that uses algorithms to take samples from an ad to uniquely identify it. The original ad cannot be recreated from the fingerprint. Where we intend to store the fingerprints on third party servers, the parties will follow the following procedure: (i) we will notify your super user of our intention to store the fingerprints on a particular third party server; (ii) if you object to us storing the fingerprints with that third party, you must tell us in writing, and we must receive your notice of objection from your super user within 7 days of the date of our notice; and (iii) if we receive a notice from your super user in accordance with (ii), the parties will meet to discuss the proposed storage of fingerprints on third party servers as soon as reasonably practicable. If we do not receive a written notice of objection from you in accordance with this procedure, you will be deemed to have consented to us storing the fingerprints on the relevant third party server.
 - Share metadata associated with any advertisement you submit via the System with:
 - The PRS and music rights management agencies (for example, music details including details of singers and composers) to meet agency and broadcaster obligations on artist payments.
 - Other third parties. Where we intend to share such metadata with third parties (other than the PRS and music rights management agencies) the parties will follow the following procedure: (i) we will notify your super user of our intention to share metadata associated with an advertisement with a particular third party; (ii) if you object to us sharing this metadata with that third party, you must tell us in writing, and we must receive your notice of objection from your super user within 7 days of the date of our notice; and (iii) if we receive a notice from your super user in accordance with (ii), we will not share metadata with the relevant third party until

your consent is subsequently received. The parties will meet to discuss (in good faith) the proposed sharing of metadata with the relevant third party as soon as reasonably practicable, with a view to resolving your concerns and obtaining your consent. If we do not receive a written notice of objection from you in accordance with this procedure, you will be deemed to have consented to us sharing the metadata with the relevant third party.

Clearcast plans to continue improving the services we provide to agencies and this may include new products in the future, for example a viewable database of ads (in the public domain) with timing and other restrictions so that you can have informed conversations with us about consistency. We will always give you at least 3 months' notice of our plans for new products or services so that you can decide whether you want to opt out of such plans. If you continue to access and/or use the System once any new product or service is live this will be deemed to represent your acceptance of the new product or service and any use of such product or service shall be in accordance with these conditions of use.

You may give us written notice at any time that you no longer wish to use the System and your rights to access and use the System and our obligations to you shall cease upon providing such notice.

Liability

Except where a limitation or exclusion in these conditions of use would contravene any law or statute applicable to these conditions of use:

- Neither party will be liable to the other party for any indirect or consequential loss, any losses arising from business interruption, loss of business revenue, loss of goodwill or reputation, loss of anticipated savings, pure economic loss, lost management time or loss of profits, whether arising under contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise.
- Our total liability to you (including all your authorised users) arising out of or in relation to your access or use of the System or receipt of our services shall be limited to the amount of any charges that we have invoiced to you for our services provided pursuant to these conditions of use. Nothing in these conditions of use excludes our liability for fraud, or for death or personal injury arising from or caused by our negligence.

General


These conditions of use govern our relationship with you and do not create any third party beneficiary rights. We will 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.

If you have any concerns about the services you are receiving or these conditions of use please contact us and we will work with you to resolve them. In the event that we have a dispute that we are unable to resolve we each 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 and shall be governed by English law.

These conditions of use, together with each "Authorised User Agreement" entered into between Clearcast and each of your company's authorised users represent the entire agreement between us in respect of your access and use of the System and receipt of our services (our "Agreement"). Neither of us is relying on any statement or representation that isn't set out in our Agreement.

By signing this request form on behalf of your company you're accepting and agreeing to the conditions of use above so please make sure that you understand both our and your company's legal obligations and that you're authorised to do so.

Signed on behalf of Company	
Company Name	
Signatory Name	
Job Title	
Email Address	
Contact Telephone	

Signed on behalf of Clearcast Limited	
Signatory Name	Chris Mundy
Job Title	Managing Director of Clearcast
Email Address	Chris.Mundy@clearcast.co.uk
Contact Telephone	020 7339 4700

Additional super users

We'll set up any additional super users that you nominate when we set you up on the System. Once we've done that all further users will be set up by you.

Name	Email Address	Phone Number