



CLEAR CHANNEL UK LIMITED

**GENERAL TERMS AND CONDITIONS FOR
USE OF THE MOBILE PLATFORM**

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GENERAL TERMS AND CONDITIONS OF USE

1. Definitions

1.1 The definitions herein mean the following:

“Advertising Agreement” means an agreement entered into between the Principal and the Contractor for the display of advertising to be shown on the Screens (“Advertising”).

“Company” means either a Principal or a Creative Partner, as the case may be.

“Contractor” means Clear Channel UK Limited and shall include Clear Channel UK Limited’s successor in title and assigns.

“Creative Partner” means an organisation wishing to display a URL Link on the Landing Page, not being a Principal.

“Device” means any code, tag, image, or device of any kind which enables members of the public to interact with the Advertising or which allows the public to access the Principal’s (or its client’s) or Creative Partner’s website(s) via mobile technology, including without limitation near field communication tags and quick response codes.

“Intellectual Property Rights” means copyright, moral rights, patents, trade-marks, trade names, service marks, design rights, database rights, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets), and other similar or related intellectual property rights (whether registered or not) and applications for such rights anywhere in the world.

“Landing Page” means an initial web page Users are presented with on using the Device which may contain an online menu of URL Links.

“Principal” means any advertiser or advertising agency and shall include their successor in title and assigns who gives an order as the Principal to the Contractor pursuant to an Advertising Agreement.

“Screens” means the digital display screens and/ or the paper advertising panels (as applicable) on which the Device is to be displayed.

“URL Link” means a specific uniform resource locator linking Users to a Website.

“Users” means people with access to mobile technology which has been programmed to allow a user to read, scan, tap or otherwise access, interact with or use the Device,

“Website” means a website run either by (a) the Principal or by a client of the Principal which contains promotional matter linked to the Advertising or (b) a Creative Partner which contains promotional material relating to it.

1.2 Where the Principal has entered into an Advertising Agreement and wishes to use a Device(s) during that campaign these terms and conditions herein shall apply in addition to the terms of that Advertising Agreement. In the event of any conflict, the terms of the Advertising Agreement shall apply.

1.3 The Company shall be ultimately responsible for the payment of accounts and shall be deemed to have full authority in all matters connected with the request for use of Devices and the approval or amendment of Website’s content.

2. Rights Granted

2.1 In accordance with the terms herein: (a) as part of the Advertising campaign the Principal wishes to have a link to the Website on the Landing Page; and (b) the Creative Partner wishes to have its URL Link to the Website on the Landing Page, for Users to access located on the agreed Screens via a Device.

2.2 Subject to the remainder of this clause 2 and clause 4.3 below, the Device will be coded to allow Users to access the Website via the URL Link listed on the Landing Page. For the avoidance of doubt the Landing Page may include uniform resource locators of other advertisers or organisations as well as the Company's URL Link (as applicable) and such URL Link and any other uniform resource locators shall be displayed in a randomised order. The URL Link shall be displayed on the Landing Page for the duration of the term agreed by the parties or (if applicable) the Advertising Agreement (unless the parties agree otherwise).

2.3 The Company shall provide the Contractor with its specific URL Link, the description text and the Website JPEG image in accordance with the creative guidelines provided to the Company by the Contractor for the Landing Page no later than four working days prior to (a) in respect of a Principal, the Advertising display commencing or (b) in respect of a Creative Partner, the agreed date for display of the URL Link on the Landing Page, unless the parties have mutually agreed otherwise. If the Company fails to provide the required URL Link, text and image by the deadline and/ or in accordance with the creative guidelines, the Contractor shall be under no obligation to code the Device with the URL Link or return to the Company the fee paid for the use of the Device.

2.4 The Creative Partner acknowledges and accepts that the Contractor may refuse to allow the URL Link to the Creative Partner's Website to be coded onto the Device or displayed on the Landing Page if for any reason the Company considers the content, tone, theme, message or otherwise of the Website is not appropriate for display whether at that point in time or otherwise.

2.5 The Company shall pay the mutually agreed fee for the display of the URL Link on the Landing Page within 30 days of the Contractor's invoice for the same.

3. Maintenance

3.1 The Company acknowledges that it shall be responsible for the maintenance of the Website's functionality, content and design and all associated costs.

3.2 The Contractor shall be responsible for affixing and maintaining the Device located on the Screens. In the event of (a) the Device malfunctioning, or (b) the service being provided by it being disrupted, due to the Device being removed or damaged by a third party the Contractor shall use reasonable endeavours to resolve such malfunction or disruption as soon as reasonably practicable following notification of the same. If the Contractor is unable to remedy the malfunction or disruption within such time frames the parties agree the Contractor may remove the Company's URL Link from the Landing Page and/ or the Device from the Screen with no liability or other remedy to the Company or any other third party.

4. Warranties

4.1 The Company warrants represents and undertakes that:

4.1.1 all content on the Website shall be appropriate for viewing by persons of all ages, genders, ethnicities, religions and cultural groups;

4.1.2 the Website's (a) content and (b) use by the User shall in all material aspects fully comply with all applicable laws, codes (including without limitation any applicable advertising codes), regulations, rules and standard industry practices laid down whether on a statutory, legal or a self-regulatory basis (including but not limited through OFCOM) (and for the avoidance of doubt the Website must contain a cookie and privacy policy) and shall not in any way affect the User's mobile telephone or wireless device functionality;

4.1.3 it has obtained all necessary consents, licences and clearances for the display of the Website content via the Device, including but not limited to clearances from all individuals whose images appear in the content and licences of all copyrighted or trademarked content;

4.1.4 the Website's content shall not be libellous, defamatory, obscene, inappropriate or factually incorrect and that it does not infringe any trademark, patent, copyright or other Intellectual Property Right or any other right of any third party including without limitation any privacy rights.

4.2 Without prejudice to clause 4.1 and in addition to those terms, the Principal also warrants represents and undertakes that the Website's content shall be directly linked to the booked Advertising campaign so that a reasonable User viewing the Website would understand that the contents of the Website is linked and related to the contents and/or message of the Advertising campaign.

4.3 If acting reasonably the Contractor considers (a) that any or all of the warranties detailed in this clause 4 have not been fully complied with, (b) that such action is commercially, legally or operationally necessary or (c) (in relation to the Principal) if the Advertising is not displayed or is removed from display pursuant to the Advertising Agreement, the Contractor may refuse to code the Device with the Company's URL Link and/ or remove the Company's URL Link from the Landing Page.

4.4 The Company shall indemnify, keep fully indemnified and hold harmless the Contractor against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach by the Company of these terms and conditions or in any manner whatsoever arising (including but not limited to any such actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any third party claim).

5. General

5.1 The Company acknowledges that use of the Device by a User will not allow the Company to access or provide the Company with any personal data (defined and construed in accordance with the Data Protection Act 1998) relating to the User. In the event that the use of the Device by a User does in any way howsoever allow access to or provide the Company with any such personal data the Company warrants and undertakes that it shall both immediately inform the Contractor and handle, process, control and disclose such personal data in strict accordance with the Data Protection Act 1998.

5.2 The due performance of any order is subject to suspension variation or cancellation by the Contractor owing to acts of God, strikes, lock-outs, inclement weather, legal restrictions, or the accidental loss of any Screens. In the event of suspension variation or cancellation for any of the foregoing reasons or for any other reason beyond the Contractor's control the Contractor shall be entitled to be paid by the Company the full fee in question up until the time at which any such suspension, variation or cancellation occurs together with any other monies due and owing by the Company to the Contractor.

5.3 If the Company shall become bankrupt or commit an act of bankruptcy or make any assignment for the benefit of his creditors or being a company shall become insolvent or commit any act of insolvency or if any Petition for the winding up or administration of the company is presented or if any other step is taken for the purposes of the appointment of an administrator or an administrative receiver of the company or if any steps are taken or negotiations commenced by the company or by any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the company and its creditors or if there shall be any breach by the Company of any other term or condition of these terms and conditions then it shall be lawful for the Contractor by notice in writing to the Company to terminate the agreement under these terms forthwith without prejudice to any right of action or remedy of the Contractor then subsisting.

5.4 The Company shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010 ("Relevant Requirements"). At any time when requested by the Contractor, a director of the Company (or an authorised signatory if the Company does not have a director) shall certify in writing that the Company is and has at all times been

in compliance with all Relevant Requirements. The Contractor may terminate an agreement with the Company immediately by giving written notice to the Company if the Company is, or the Contractor reasonably suspects that the Company is, in breach of this clause.

5.5 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

5.6 These terms and conditions shall be governed by English Law and the parties submit to the exclusive jurisdiction of the Courts of England.
