



CLEAR CHANNEL UK LIMITED

**USE OF NEAR FIELD COMMUNICATION DEVICES
GENERAL TERMS AND CONDITIONS**

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1. Definitions

1.1 The definitions contained in Schedule A of the Agreement shall apply to this Schedule B and this Schedule B is deemed incorporated into the Agreement.

2. Rights granted

2.1 Pursuant to clause 4.6 of Schedule A of the Agreement, in conjunction with the Advertising campaign booked as detailed in the Key Terms the Principal has requested permission to have a facility for a link to its website ("Website") for members of the public ("Users") to access located on the Screens detailed in clauses 2.2 (a near field communication device ("NFC Tag")). CCUK has agreed the Principal may have a link to its Website coded into a NFC Tag located on the Screens strictly on the terms of this Schedule B.

2.2 CCUK shall place a NFC Tag onto these Screens listed below for Users to access and interact with, the location of which shall be at CCUK's sole discretion:

[PLEASE INSERT WHICH PANELS THE NFC TAG WILL BE ATTACHED TO]

2.3 Subject to clauses 2.4 and 4.2 below, the NFC Tag will be coded to allow Users to access advertisers' websites including the Website via specific uniform resource locators ("URL Links") listed in an online menu. For the avoidance of doubt the online menu may include URL Links of other advertisers as well as the Principal's URL Link and such URL Links shall be displayed in a randomised order. The Principal's URL Link shall be displayed on the online menu for the Term unless the parties agree otherwise.

2.4 The Principle shall provide CCUK with its specific URL Link and its Website content copy for the online menu referred to in clause 2.3 two weeks prior to the Advertising display commencing, unless the parties have mutually agreed otherwise. If the Principal requests, CCUK (in partnership with its nominated third party provider) may assist with creating the Website's content, the terms of such assistance to be governed by a separate contract and at a price to be mutually agreed.

2.5 The Principal shall pay the mutually agreed fee for the display of the URL Link on the NFC Tag within 30 days of CCUK's invoice for the same.

3. Maintenance

3.1 The Principal acknowledges that it shall be responsible for maintaining its Website's functionality, content and design and all associated costs unless the parties agree otherwise that CCUK (and/ or its nominated third party provider) shall be so responsible (which will be subject to an additional fee to be agreed).

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

4. Warranties

4.1 The Principal warrants 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 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 NFC Tag, 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; and

4.1.5 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.

4.2 If acting reasonably CCUK considers (a) that any or all of the warranties detailed in this clause 4.2 have not been fully complied with, (b) that such action is commercially or operationally necessary or (c) if the Advertising is not displayed or is removed from display pursuant to clause 4.3 of Schedule A, CCUK may refuse to code the NFC Tag with the Principal's URL Link to the Website and/or remove the Principal's URL Link to the Website from the online menu.

4.3 The Principal shall indemnify, keep fully indemnified and hold harmless CCUK against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach by the Principal of this Agreement (including without limitation this Schedule B) 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 Principal acknowledges that use of the NFC Tag by a User will not allow the Principal to access or provide the Principal with any personal data (defined and construed in accordance with the General Data Protection Regulation) relating to the User. In the event that the use of the NFC Tag by a User does in any way howsoever allow access to or provide the Principal with any such personal data the Principal warrants and undertakes that it shall both immediately inform CCUK and handle, process, control and disclose such personal data in strict accordance with the General Data Protection Regulation.