



Authorised User Rules

Welcome to Clearcast's Attribution System (the "**System**") through which you will access data provided by the Clearcast Attribution service. 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 help@clearcast.co.uk if you have any questions about this or 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. Your Company Agreement will indicate which services you may access via attribution.clearcast.co.uk and your account will be configured by us accordingly. Subject to the Company Agreement, and for as long as we continue to provide you with these services, you may access the System for the following purposes:

- (a) Searching the commercial and sponsorship library;
- (b) Looking up new commercials and new products recorded in the attribution library;
- (c) Downloading files that have been made available to you specifically for that purpose;
- (d) Accessing the master lists of names;
- (e) Any other services that we should make available to you on the site in future.

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 24 hours a day subject to Scheduled Maintenance, Emergency Maintenance and down time. The Attribution Help Desk will be available between on Monday-Thursday between 0900 and 1800 London time and on Friday 0900 and 1715 London time. 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 via the System 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 provision of attribution services for commercials and/or sponsorship; (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 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. In these circumstances, we reserve the right to decide whether to restore your Authorised User Account or disable it permanently.
- 2.2. **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.
- 2.3. **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' content 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 security requirements of the System.
- 2.4. **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 attribution@optimad.com. After this, our Systems Provider will disable your account and 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 and keep them up to date by emailing changes to attribution@optimad.com.
- 4.3. If you discover a fault in the System, please notify us at attribution@optimad.com.
- 4.4. 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. For full details about how we collect and use your personal data, and your data privacy rights, please see our Attribution Privacy Notice available via the website.
- 5.2. 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.

- 5.3. We will process and store 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.
- 5.4. Please note that our System website attribution.clearcast.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.
- 5.5. We'll email you occasionally with information about the System. We think these emails 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 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 the Attributions data to which we are providing you with access on the system and (iii) any confidential information relating to the business, affairs, strategies or staff of either Clearcast or our Systems Provider.
- 6.2. 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 any confidential information we receive from you with our officers, directors, employees, professional advisors, consultants, auditors and our Systems Provider, 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).



6.3. 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 help@clearcast.co.uk and we will work with you to resolve them.

These Authorised User Rules were last updated on 23 August 2018.