

GENERAL TERMS AND CONDITIONS

LAST UPDATED: March 2025

These General Terms and Conditions (“**T&Cs**”) govern the Content Service and the licence of Licensed Content by CM to You.

These T&Cs should be read in conjunction with a Deal Sheet, any appendices attached to a Deal Sheet and any Use Notes accompanying an item of Licensed Content (as applicable), which together form the agreement between CM and You (the “**Contract**”).

By signing the Deal Sheet, You are indicating Your acceptance to these T&Cs and the Contract.

Please print off these Terms and Conditions and/or securely store them in Your computer for future reference.

1 DEFINITIONS AND INTERPRETATION

1.1 In addition to any defined terms in the Deal Sheet, the following words and expressions have the following meanings in these T&Cs unless the context otherwise requires:

“**Approved Brands**” means the brands, campaigns, products, programmes, publications, shows and/or titles as set out in the Deal Sheet and/or any attached appendix, that are owned by You, within Your control or connected to the actions of Approved Sub-licensees in relation to which You are only permitted to use and reproduce Licensed Content (as incorporated within a Work);

“**Approved Sub-licensees**” means the third party partners as set out in the Deal Sheet and/or any attached appendix in relation to which You are only permitted to share Licensed Content (as incorporated within a Work) for the purpose of Distribution or Syndication in accordance with this Contract;

“**CM**” means Chilli Media Limited, incorporated in England and Wales under company number 06493973 with registered office at 35 Braunstone Drive, Maidstone, Kent, ME16 0QZ, England;

“**CM’s Usage Records**” as defined in clause 5.4;

“**Commercial Licence**” means a licence, as set out in the Deal Sheet, whereby Licensed Content can be used and reproduced in a Work to advertise, endorse, market, publicise, sell and/or promote a product, service, individual or business or a Work to be commercialised and/or sold as a product of any kind or incorporated in any manner as part of a product, in particular (but without limitation) for gaming, TV production or a film;

“**Content**” means any and all images, audio, video, text and other media provided (either in whole or in part) by CM via the Content Service (including Licensed Content where applicable);

“**Content Credits**” means credits purchased by You in advance under a Content Credit Deal, that can be redeemed against the Transmission of Works incorporating Licensed Content during the Term, as set out in the Deal Sheet;

“**Content Credit Balance**” means, in the context of a Content Credit Deal, Your available Content Credits at any given time;

“**Content Credit Bundle Deal**” means a licensing arrangement as between CM and You whereby You purchase a fixed amount of Content Credits in advance, to be redeemed against the Transmission of Works incorporating Licensed Content during the Term, as set out in the Deal Sheet;

“**Content Credit Deal**” means either a Content Credit Bundle Deal or a Content Credit Subscription Deal, as applicable;

“**Content Credit Subscription Deal**” means a licensing arrangement as between CM and You whereby You subscribe to purchase a recurring amount of Content Credits on a rolling basis, to be redeemed against the Transmission of Works

incorporating Licensed Content during the Term, as set out in the Deal Sheet;

“**Content Service**” means, where applicable, the service provided by CM whereby CM will allow You to view the Content and consider the opportunity to licence such Content (as Licensed Content), as set out in the Deal Sheet and clause 3.3;

“**Contract**” means these T&Cs, an accompanying Deal Sheet, together with any appendices attached to it and any Use Notes accompanying an item of Licensed Content, as agreed between CM and You for the provision of the Content Service and licence of Licensed Content;

“**Copyright Cleared Only**” means Licensed Content is only cleared by CM in relation to the copyright of, and associated licensing of, the Licensed Content itself (it being understood that the foregoing does not apply to any Intellectual Property Rights subsisting in third party elements featured within Licensed Content or any image rights of people that may feature in Licensed Content);

“**Cross-Posting**” means the act of posting, distributing, or sharing a Work incorporating Licensed Content to multiple social media accounts, blogs or websites from one account or portal, without the need to individually upload or post to each social media account, blog or website;

“**Curation Stage**” has the meaning given in clause 3.3.2;

“**Data Privacy Laws**” means the following, as amended, extended, re-enacted, or replaced from time to time:

- (a) UK Data Protection Act 2018 and the UK GDPR;
- (b) EC Regulation 2016/679 (the “GDPR”) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- (c) EC Directive 2002/58/EC on Privacy and Electronic Communications;
- (d) all local laws or regulations implementing or supplementing the EU legislation mentioned in (b)-(c) above (including the UK Privacy and Electronic Communications Regulations 2003); and
- (e) all codes of practice and guidance issued by national supervisory authorities, regulators or EU or UK institutions relating to the laws, regulations, UK legislation and EU legislation mentioned in (a)-(d) above;

“**Deal Sheet**” means the accompanying set of commercial terms, under which CM agrees to licence Licensed Content to You;

“**Declaration**” means, where applicable, the notification made by You at the end of each Month identifying any Licensed Content that has been used, reproduced and Transmitted within any Work by You (or on Your behalf) during such Month, including in connection to the actions of any Approved Sub-licensees;

“**Distribution**” can be granted under either an Editorial Licence or a Commercial Licence and means where a Work may be shared with certain third party distribution partners (Approved Sub-licensees) for the purpose of distributing and/or promoting the Work to increase its reach provided You don’t receive any payment or revenue of any kind, subject to CM’s prior written approval (it being agreed that any Approved Sub-licensees as set out in the Deal Sheet shall be deemed pre-approved);

“Editorial Licence” means a licence, as set out in the Deal Sheet, whereby Licensed Content can be used and reproduced in a Work relating to events, information, commentary and analyses that is newsworthy, a matter of public concern, informative, entertaining or of general interest to the public, and that hasn’t been sponsored by a business or brand and/or that doesn’t endorse, publicise or promote a product, service or business;

“Educational Licence” means a licence, as set out in the Deal Sheet, whereby Licensed Content can be used and reproduced by a non-profit museum or educational institution in a Work to be Transmitted for non-commercial, educational purposes. For the avoidance of doubt, this does not cover Works to be created and sold to non-profit museums or educational institutions;

“Effective Date” means the date on which this Contract comes into force, as set out in the Deal Sheet;

“Fees” means the amounts payable by You for any Licensed Content, as set out in the Deal Sheet;

“Film” means a Work that is distributed as a film, including theatrical release, streaming services and television broadcast;

“Fully Released” means all Intellectual Property Rights subsisting in the Licensed Content (including in respect of third party elements featured within the Licensed Content and any image rights of people that may feature in the Licensed Content) have been cleared by CM;

“Gross Revenue” means, in the context of a Revenue Share Deal, all revenue received in a Month by You from all pre, mid-roll or post-roll advertising, other instream or overlay advertising placed within, prior to, after or over any Work incorporating Licensed Content, any platform monetisation or from the Syndication of any Work by Approved Sub-licensees net of any sales taxes;

“Intellectual Property Rights” means all copyright, design rights, trade marks (whether registered or unregistered and all applications for any of the foregoing), Performer’s Property Rights, all rights of confidence in information, data or know-how and any other intellectual property rights or proprietary rights of any kind whenever, wherever and however arising for the full term thereof and all renewals and extensions thereof;

“Internal Licence” means a licence, as set out in the Deal Sheet, whereby Licensed Content can be used and reproduced in a Work for the purpose of internal presentation, research, rough-cut evaluation or testing and where viewing is restricted and the Work isn’t Transmitted to the public in any manner or form whatsoever;

“Licence Period” means the period during which You have the right to use and reproduce Licensed Content to create a Work, as set out in the Deal Sheet;

“Licensed Content” means any Content licensed to You by CM under this Contract;

“Licensed Content ID” means a unique number, subject, story or file name that enables identification of the Rights Holder and specific item of Licensed Content;

“Linear TV” means a Work that is Transmitted via traditional cable, satellite or broadcast TV and/or any catch-up services;

“Minimum Guarantee” means, in the context of a Revenue Share Deal, a committed minimum amount of Revenue Share payable by You to CM, as set out in the Deal Sheet;

“Model Released” means all necessary rights and consents relating to the image and/or likenesses of any people featured in the Licensed Content have been cleared by CM;

“Month” means a calendar month during the Term;

“Multiple Works Licence” means the right to use and reproduce Licensed Content in an unlimited number of Works during the Term, as set out in the Deal Sheet;

“Order Confirmation” means, where applicable, the written notification issued by CM to You, confirming the specific item(s) of Licensed Content to be licensed by You (as selected by You from the Content Service);

“Party” means each of CM and You, and **“Parties”** shall be interpreted accordingly;

“Payment Terms” means the details for payment of the Fees, as set out in the Deal Sheet;

“Podcast” means where Licensed Content is used and reproduced (either in whole or in part) in a Work that is enjoyed as a podcast;

“Print” means a Work that is Transmitted in print or e-paper format such as a book, magazine, newspaper or any other print or electronic print product;

“Revenue Share” means, in the context of a Revenue Share Deal, the share of Gross Revenue payable to CM by You, as set out in the Deal Sheet;

“Revenue Share Deal” means a licensing arrangement as between CM and You whereby the Fees payable by You for Licensed Content are calculated on a Revenue Share basis, as set out in the Deal Sheet;

“Rights Holder” means the third party person who owns the copyright (and/or applicable licensing rights) in an item of Licensed Content and has granted CM the relevant rights to provide such Licensed Content to You under this Contract);

“Rights Holder Library” means a third party website, platform, library, portal or other online delivery system owned and/or controlled by a Rights Holder, in relation to which CM may provide You with a secure login (unique to You) for Your use from time to time to access, browse and download Content (as Licensed Content) as part of the Content Service;

“Single Work Licence” means the right to use and reproduce Licensed Content in a single Work during the Term, as set out in the Deal Sheet;

“Streaming” means a Work that is Transmitted via a subscription or ad-supported streaming platform including CTV, OTT and FAST;

“Social Media” means a Work that is Transmitted through a social media platform;

“Syndication” can only be granted under a Commercial Licence and means where a Work may be commercialised for revenue generation purposes through the sub-licence of rights to certain third party syndication partners (Approved Sub-licensees) subject to CM’s prior written approval (it being agreed that any Approved Sub-licensees as set out in the Deal Sheet shall be deemed pre-approved);

“Term” means the duration of this Contract, as set out in the Deal Sheet;

“Territory” means the country or countries in which You may exercise the rights granted in respect of Licensed Content, as set out in the Deal Sheet;

“Transmission” refers to the act of supplying, selling, monetising, distributing, uploading, posting, broadcasting, sharing, exploiting, making available or otherwise disseminating a Work to the public or specific audiences, through any medium, platform or channel. This includes, but is not limited to, print, digital publishing, streaming, terrestrial broadcasting, satellite broadcasting, cable television, internet, social media, and mobile applications. Transmission can occur in any format,

including but not limited to audio, video, and text-based formats, and may be live, delayed, on-demand, or otherwise (and “Transmit”, “Transmitted” or “Transmitting” shall be interpreted accordingly);

“Use Notes” means any restrictions, guidelines, special credits, links and/or use instructions in relation to an item of Licensed Content that must be strictly adhered to within the creation of any Work incorporating that Licensed Content as notified directly to You by CM from time to time, displayed with Licensed Content on any Rights Holder Library as set out at the time of download, or that accompany Licensed Content by any other method of delivery;

“Website” means a Work that is Transmitted through a website, blog or subscriber newsletter;

“Whitelisted Properties” means the digital channels, social media accounts and/or websites, as set out in the Deal Sheet or any attached appendix, that are owned by You, within Your control or connected to the actions of Approved Sub-licensees in relation to which You are only permitted to Transmit a Work;

“Work” means any advertisement, article, broadcast, campaign, film, game, post, product, programme, publication, show, video or other format, as set out in the Deal Sheet, created by You (or on Your behalf) incorporating an item of Licensed Content (either in whole or in part); and

“You” (or “Your”) means the person or party, as set out in the Deal Sheet, for whom CM has agreed to provide the Content Service and the licensee for any Licensed Content in accordance with this Contract and includes any individual who uses the Content Service on behalf of any such person or party.

1.2 In this Contract, unless the context otherwise requires:

- (a) a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
- (b) words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa;
- (c) a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (d) “including” means “including without limitation” and “include” shall be construed accordingly;
- (e) headings are inserted for convenience only and will not affect the interpretation of this Contract; and
- (f) a reference to “writing” or “written” includes email but not fax.

2 SPECIFIED LICENCES

2.1 Where, in accordance with the Deal Sheet, You have agreed to licence one or more items of Licensed Content (which are known and specified as at the Effective Date), this clause 2 shall apply.

2.2 Subject to the terms and conditions of this Contract and Your payment of the Fees in full, CM grants to You a limited licence (on the exclusivity basis as set out in the Deal Sheet) to use and reproduce the Licensed Content during the Licence Period within the Territory in accordance with the licensing terms set out in the Deal Sheet.

3 CONTENT CREDIT DEALS

3.1 Where, in accordance with the Deal Sheet, You have entered into a Content Credit Deal to purchase Content Credits which can be used to licence multiple items of Licensed Content during the Term and redeemed against the Transmission of

Works incorporating those items of Licensed Content, this clause 3 shall apply.

3.2 Subject to Your payment of the Fees in full, CM shall provide You with the applicable amount of Content Credits purchased by You (such quantity and frequency as set out in the Deal Sheet).

3.3 CM shall provide the Content Service to You as follows:

3.3.1 during the Term, You shall have the right to license certain Content from CM (as Licensed Content);

3.3.2 upon Your reasonable request, CM shall curate and share a selection of Content in accordance with a brief provided by You (either as links, previews or in full form) for You to browse and consider (the “Curation Stage”). The Curation Stage may involve CM providing You with: (a) login access to a Rights Holder Library (in accordance with clause 5); or (b) a link to access such other website, private web folder or platform used by a Rights Holder to host and display Content, in each case for the purpose of allowing You to browse and consider such Content;

3.3.3 all Content provided by CM to You at the Curation Stage is:

(a) on an “as is” basis, without warranty or clearances of any kind; and

(b) for the sole purpose of allowing You to browse the relevant Content and consider the opportunity to licence such Content from CM (as Licensed Content), and You shall have no rights to use or reproduce such Content for any other purpose;

3.3.4 where You notify CM in writing that You wish to licence any item(s) of Content shared by CM at the Curation Stage, CM shall confirm the licence by way of issuing You with an Order Confirmation setting out the details of the item(s) of Licensed Content You have agreed to licence, together with any Use Notes;

3.3.5 following issuance of an Order Confirmation, CM shall promptly deliver the relevant item(s) of Content to You and/or permit You to download such item(s) of Content from a relevant Rights Holder Library, which in either case shall be deemed “Licensed Content”; and

3.3.6 subject to the terms and conditions of this Contract, CM grants to You a limited licence (on the exclusivity basis as set out in the Deal Sheet) to use, reproduce and Transmit the Licensed Content during the Licence Period within the Territory in accordance with the licensing terms set out in the Deal Sheet.

3.4 During the Term, You shall deliver to CM a Monthly report (“Declaration”) in arrears, no later than seven (7) days after the last day of each Month, setting out (in a format as provided by CM):

3.4.1 any new Transmission of a Work incorporating Licensed Content during such Month (in the form of a link or episode description that enables identification of the Transmission);

3.4.2 the Approved Brands that Transmitted a Work;

3.4.3 the date of each Transmission; and

3.4.4 the Licensed Content ID of any Licensed Content used within any such Work Transmitted.

3.5 Content Credits are redeemed against the Transmission of Works incorporating Licensed Content. Following CM’s receipt

- of a Declaration from You each Month (and reconciliation against CM's Usage Records), CM shall redeem the applicable amount of Content Credits from Your Content Credit Balance.
- 3.6 Any failure by You to deliver a Declaration to CM in a given Month by the deadline set out in clause 3.4 above shall:
- 3.6.1 constitute a material breach of this Contract; and
- 3.6.2 mean that all Licensed Content licensed by You at such time will be deemed to have been Transmitted by You during such Month and the applicable amount of Content Credits shall be deducted by CM from Your Content Credit Balance.
- 3.7 In the context of a Content Credit Subscription Deal, any Content Credits that have not been redeemed by You by the end of the Initial Period (or subsequent Renewal Period) shall be lost and shall not be carried over into any subsequent Renewal Period.
- 3.8 During the Term, CM shall keep a log of Your Content Credit Balance (and those that have been redeemed by You) in a reasonable format and shall make this available to You upon reasonable request.
- 3.9 All Content Credits issued as part of a Content Credit Deal are non-refundable.
- 4 REVENUE SHARE DEALS**
- 4.1 Where, in accordance with the Deal Sheet, You have entered into a Revenue Share Deal allowing You to licence multiple items of Licensed Content during the Term in return for a Revenue Share arrangement with CM, this clause 4 shall apply.
- 4.2 Subject to Your payment of the Fees in full, CM shall provide the Content Service to You (and shall grant You such rights to view the Content and licence Licensed Content) in accordance with clause 3.3 above.
- 4.3 During the Term, You shall deliver to CM a Monthly report ("**Declaration**") in arrears, no later than seven (7) days after the last day of each Month, setting out (in a format as provided by CM):
- 4.3.1 any new Transmission of a Work incorporating Licensed Content during such Month (in the form of a link or episode description that enables identification of the Transmission);
- 4.3.2 any previous Transmission of a Work incorporating Licensed Content that has generated new revenue during such Month (in the form of a link or episode description that enables identification of the Transmission);
- 4.3.3 the Approved Brands that Transmitted a Work;
- 4.3.4 the date of each Transmission;
- 4.3.5 the Licensed Content ID of any Licensed Content used within any such Work Transmitted;
- 4.3.6 the views and/or plays data relating to a Work; and
- 4.3.7 the total Gross Revenue derived from any such Transmission of Licensed Content during such Month (both in aggregate and per item of Licensed Content) and total amount of Revenue Share owed to CM.
- 4.4 Revenue Share shall be due to CM in respect of any Gross Revenue generated through the Transmission of Works incorporating Licensed Content. Following CM's receipt of a Declaration from You (and reconciliation against CM's Usage Records), CM shall invoice You for the applicable amount of the Revenue Share due (which shall be payable by You in accordance with the Deal Sheet and clause 9 below), after set-off against any Minimum Guarantee already paid by You.
- 4.5 Any failure by You to deliver a Declaration to CM in a given Month by the deadline set out in clause 4.3 above shall:
- 4.5.1 constitute a material breach of this Contract; and
- 4.5.2 permit CM to invoice You for a notional Revenue Share amount of \$2,500 USD per item of Licensed Content licensed by You at such time (and You shall pay such amounts within seven (7) days of receipt of an invoice from CM).
- 5 ACCESS TO RIGHTS HOLDER LIBRARIES**
- 5.1 From time to time, in the context of either a Content Credit Deal or Revenue Share Deal, CM may provide You with access to a Rights Holder Library for the purpose of allowing You to browse and download Content (as Licensed Content).
- 5.2 CM will set up a unique account for You, linked to a @chillimedia.com email address, to access the Rights Holder Library. The login credentials provided by CM are strictly confidential and must be kept secure and not shared by You with any third party.
- 5.3 Under a Content Credit Deal, You must not download and Transmit more items of Licensed Content from any Rights Holder Library than the number of Content Credits approved for Your use from that Rights Holder Library or Your total Content Credit Balance available at that time, whichever is the lesser ("**RH Library Usage Limit**"). Any Content downloaded and Transmitted by You in excess of Your RH Library Usage Limit ("**Excess Usage**") will be considered a breach of this Contract and CM reserves the right to invoice You (and You agree to pay) for additional Content Credits commensurate to Your Excess Usage.
- 5.4 CM reserves the right to track and monitor the number of downloads of Licensed Content from Rights Holder Libraries made by You in a given Month using the unique login credentials provided by CM (including through administrative oversight of Your login access to the Rights Holder Library and/or reports received from the relevant Rights Holder) and Your subsequent Transmission of those items of Licensed Content ("**CM's Usage Records**"), in order to verify the figures disclosed by You in the Declaration and Your compliance with any applicable RH Library Usage Limits. In the event of a discrepancy between the figures reported by You in the Declaration and CM's Usage Records, the figures in CM's Usage Records shall prevail.
- 5.5 Your access to a Rights Holder Library is subject to Your ongoing compliance with any terms of use (including any acceptable use policies) made available by any Rights Holder, in addition to any further restrictions, guidelines and/or Use Notes provided to You in writing by CM ("**RH Library Terms**").
- 5.6 CM reserves the right to remove Your access to a Rights Holder Library at any time, for any reason, including but not limited to improper use, breach of any RH Library Terms or breach of this Contract.
- 5.7 By downloading any item of Content from a Rights Holder Library using the unique login provided to You by CM, You consent that such downloaded Content shall constitute Licensed Content and must be paid for by You in accordance with the terms of this Contract.
- 5.8 CM is not responsible for any interruptions, inaccuracies, viruses, or other issues arising from Your use of the Rights Holder Library. You acknowledge that the Rights Holder Library is provided on an "as is" basis.
- 5.9 Any rights granted to You under this Agreement to download Content (as Licensed Content) from Rights Holder Libraries are strictly limited to downloads made by You using the

unique login credentials provided by CM. If You download any Content from a Rights Holder Library using another account or a login not provided by CM, CM accepts no responsibility for such download and You are fully responsible for compensating the relevant Rights Holder and/or for resolving any such disputes that may arise in relation to such download.

6.4.2 the Licensed Content is only supplied and used as incorporated in the Work and not as a standalone asset; and

6.4.3 You don't receive any monetisation, revenue or payment from such usage, either directly or indirectly.

6.5 You may only sub-license Licensed Content (as incorporated within a Work) to third parties for the purpose of Syndication or Distribution of the Work where such rights are granted in the Deal Sheet, subject to obtaining CM's prior written approval (it being agreed that any Approved Sub-licensees as set out in the Deal Sheet shall be deemed pre-approved), and provided that Licensed Content is only supplied and used as incorporated in the Work and not as a standalone asset. You must:

6 RESTRICTIONS

6.1 You are not permitted to use, reproduce or Transmit any Content (either in whole or in part) except as expressly set out in the Deal Sheet and in accordance with these T&Cs.

6.2 You hereby warrant, represent and undertake that You shall at all times use Licensed Content in strict accordance with the licensing restrictions set out in the Deal Sheet, including (where applicable):

6.2.1 in respect of each item of Licensed Content, only exercising Your licensed rights during the Licence Period and within the Territory;

6.2.2 complying with any provisions relating to the scope of the licence granted, including in respect of any Editorial Licence, Commercial Licence, Educational Licence or Internal Licence restrictions;

6.2.3 You shall not permit others to directly or indirectly resell, sub-license, syndicate, distribute, share or otherwise utilise or exploit any Licensed Content or Work unless such rights are expressly granted in the Deal Sheet;

6.2.4 only incorporating Licensed Content into the number of permitted Works in accordance with the terms of either a Single Work Licence or a Multiple Works Licence;

6.2.5 ensuring all credits are afforded as due to either CM or the relevant Rights Holder when a Work is Transmitted;

6.2.6 only exercising Your licensed rights and using and reproducing Licensed Content in connection with the Approved Brands;

6.2.7 only Transmitting a Work incorporating Licensed Content via the Whitelisted Properties; and

6.2.8 not exceeding the maximum Transmissions permitted across Whitelisted Properties (it being acknowledged that any Cross-Posting, linking and/or embedding shall constitute a Transmission, and be counted against Your maximum Transmissions allowance on a per post basis.

6.3 All licences granted by CM under this Contract are conditional upon Your compliance with these T&Cs and the Deal Sheet, and CM's receipt of full payment of any applicable Fees. Any licence granted to You shall terminate upon Your failure to comply with any provision of these T&Cs or the Deal Sheet or to make full payment when due, in which case CM shall be entitled to pursue all other remedies under copyright laws and other applicable laws.

6.4 Where the Deal Sheet indicates that Licensed Content is to be used and reproduced to create a Work that will be for a Film, Linear TV, Podcast and/or Streaming, You may use extracts of the Work incorporating Licensed Content to market or promote the Work to potential viewers and/or audiences, provided:

6.4.1 such use is not primarily to promote You, any Approved Sub-licensees, Approved Brands and/or channel, network or platform on which the Work is or will be Transmitted;

6.5.1 communicate any restrictions around Distribution or Syndication of Licensed Content to all Approved Sub-licensees and procure their compliance with such restrictions; and

6.5.2 promptly notify CM of any issues relating to the acts or omissions of any Approved Sub-licensees, including any breach by Approved Sub-licensees of applicable restrictions around Distribution or Syndication of Licensed Content.

6.6 If Licensed Content is licensed to You by CM under a Revenue Share Deal, any licence granted is further limited to Transmission of Works on channels with active monetisation only.

6.7 The terms and conditions of this Contract are confidential and may not be disclosed to any third parties.

6.8 From time to time, CM may provide You with certain pricing, technical, marketing and other confidential information. You acknowledge that such confidential information encompasses valuable trade secrets and is proprietary to CM. You agree that You will maintain the confidentiality of any confidential information that CM may provide to You (whether marked confidential or not), and You shall not use or disclose the same without the prior written consent of CM. Confidential information includes any information that is either designated as confidential by CM or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential by You.

6.9 Any additional use, reproduction and/or Transmission outside the scope set out within the Deal Sheet is strictly prohibited and CM reserves the right to charge You a pro rata fee for such additional use at CM's sole discretion.

6.10 CM reserves the right to make changes to the Content Service from time to time without notice to You.

6.11 In the event that the rights available in relation to any item of Content are altered or withdrawn by a Rights Holder or otherwise become unavailable, CM may withdraw the Content from availability on the Content Service.

7 YOUR RESPONSIBILITIES

7.1 You must comply with all applicable laws and regulations in using the Content Service, any Licensed Content and/or Transmitting any Work.

7.2 In particular (but without limitation) You shall comply with all obligations applicable to You under the Data Privacy Laws.

7.3 It is Your responsibility to ensure that:

7.3.1 You are over 18;

7.3.2	Your computer hardware and software, networking, telecommunications systems, Internet access, e-mail and all other necessary facilities have the necessary functionality and are in proper working order, and You have all necessary consents and licences to use the Content Service, other than those provided by CM as part of the Content Service;	9.4	Any use by You of Licensed Content must, at all times, portray the subjects and subject matter in a positive light.
7.3.3	You have in place all necessary industry standard safeguards to restrict third party access to the Content Service, any Content or any Licensed Content supplied to You;	9.5	You shall not, without CM's prior written consent:
7.3.4	You are entitled to view Content and use the Content Service and any Licensed Content in Your country;	9.5.1	alter, position or display Licensed Content in a Work in any way that could change the meaning or interpretation of the Licensed Content due to its presentation in a location or on pages containing other content; or
7.3.5	access to the Content Service, Content and any Licensed Content is restricted to persons authorised for creating and exploiting a Work under this Contract;	9.5.2	remove, cut, conceal, modify, obscure or otherwise tamper with any proprietary notice or identification number, Use Notes or any bugs or logos provided in or with any Licensed Content.
7.3.6	You will be responsible for all acts and omissions of Your Approved Brands and any Approved Sub-licensees, as if such acts and omissions were Your own; and	9.6	You will, unless otherwise specified in any Use Notes, credit any Licensed Content in accordance with the credit obligations as set out in the Deal Sheet, including the Rights Holder's name, the collection name (where applicable) and include CM as the distributor of Licensed Content.
7.3.7	subject to clause 14.3.3, all Licensed Content for which any licence has expired is removed from any computer system, database or storage medium within Your control.	9.7	CM reserves the right to increase the Fee where You use and reproduce Licensed Content in a Work without the applicable credit.
8	CLEARED RIGHTS	10	FEES, PAYMENT AND AUDIT
8.1	Unless expressly agreed in writing between the Parties that an item of Licensed Content is either Model Released or Fully Released, all Licensed Content provided to You under this Contract is Copyright Cleared Only.	10.1	In consideration of the licences granted hereunder, You shall pay CM the Fees as set out in the Deal Sheet and in accordance with the Payment Terms.
8.2	Unless set out in writing in the Deal Sheet or any Use Notes specific to an item of Licensed Content that the Licensed Content is provided on a Model Released or Fully Released basis (in which case the relevant warranties in clause 12.2 will apply), You are solely responsible for determining if further clearances or releases are required for Your use and reproduction of any Licensed Content (and for obtaining any such other clearances or releases) including but not limited in relation to:	10.2	All Fees are exclusive of any VAT (or similar taxes) and bank charges, for which You shall be additionally liable, subject to receipt of an invoice from CM.
8.2.1	the persons or third party elements (including but not limited to names, people, likenesses, trademarks, trade dress, logos, audio, music, designs, works of art, places, buildings, architecture, objects or other elements) depicted, appearing, referenced or embodied in any Licensed Content;	10.3	Payment of Fees and other monies must be made using the BACS direct debit system, or as otherwise agreed with You. It is Your responsibility to make the necessary arrangements to enable payment to be made in accordance with these T&Cs.
8.2.2	whether any additional fees or payments may be due to any person or other third party depicted, appearing, referenced or embodied in any Licensed Content, or without limit performance royalties for any music included in any Licensed Content; and	10.4	CM will issue to You by electronic means all invoices for any Fees payable from time to time.
8.2.3	otherwise for the particular uses You make of any Licensed Content.	10.5	Time for payment of any Fees under the Deal Sheet is of the essence of the licence. If You do not pay in full by the due date any Fees payable under the Deal Sheet, CM shall be entitled, without limiting any other right or remedy it may have, to suspend or, at CM's option, to terminate the licences granted hereunder.
8.3	For the avoidance of doubt under this Contract, any Licensed Content provided to You on a Model Released or Fully Released basis is cleared by CM in accordance with the warranties set out in clause 12.2 below.	10.6	In addition to any other right or remedy, CM shall be entitled to charge interest on late payments at the rate of three percent (3%) per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. You shall pay the interest together with the overdue amount.
9	CREDITS, CONTEXT AND EDITS	10.7	In the case of a Revenue Share Deal, CM may at its own expense upon reasonable notice, not more than twice in any twelve (12) month period, inspect and/or audit such reports in order to verify the accuracy of the Declarations and related payments. Such audits and inspections shall take place during reasonable business hours and in such manner so as not to interfere with Your normal business activities. In the event that the audit reveals an underpayment by You, such shortfall will be immediately payable by You with interest as set out in clause 10.6. And in the event such audit reveals an underpayment of five percent (5%) or more the reasonable costs of such audit will be payable to CM by You.
9.1	You may not edit or modify any Licensed Content supplied as images. All images must be used and reproduced as supplied. You are only permitted to crop images.	11	RIGHTS IN THE CONTENT SERVICE AND LICENSED CONTENT
9.2	You may only edit the length, framing, colouring, audio, blurs and/or translate the language of any narrative of any Licensed Content supplied as text or video to enable You to create a suitable Work.	11.1	Except as expressly provided in these T&Cs, CM reserves to itself and CM's Rights Holders all Intellectual Property Rights and other rights, title and interest in the Content Service and the Content ("Rights").
9.3	Where text is licensed to You, You may alter individual words but not the context or meaning of the text.		

11.2	Subject to any licences granted to You hereunder, You acknowledge and agree that You shall acquire no right, title or interest in or to any Licensed Content.	12.3.5	will adhere to any Use Notes in the creation and Transmission of any Work incorporating Licensed Content;
11.3	You shall at CM's request do all acts and things and execute all documents, deeds and instruments which are reasonably necessary for the protection and enforcement of CM's (and CM's Rights Holders') Rights in and to the Content, and You shall not do or permit to be done anything that will or might bring such Rights into question.	12.3.6	will not use the Content or any part of it: <ul style="list-style-type: none"> (a) for any machine learning and/or artificial intelligence purposes, or for any technologies designed or intended for the identification of natural persons; or (b) in connection with an immutable digital asset intended for sale or other distribution, in particular (but without limitation) as a non-fungible token;
11.4	You must not remove any copyright, database right, trade mark, metadata or other proprietary marking on CM's website, any Content or any part of the Content Service.	12.3.7	will not use any metadata associated with the Content separate from the Content, nor allow any third parties, other than the Approved Brands, to access or use any such information; and
11.5	You agree to immediately notify CM if You become aware or suspect that any third party has gained access to any Licensed Content either directly or via any Work, is wrongfully using and/or reproducing any Licensed Content (either in whole or in part) or is violating any Rights of CM or a Rights Holder.	12.3.8	where Licensed Content has been used under a Content Credit Deal or a Revenue Share Deal, will keep up to date records and report all uses and reproductions of Licensed Content and all Transmissions of a Work to CM on time Monthly.
11.6	You are responsible for reporting to CM any additional use, reproduction and/or Transmission of Licensed Content and/or Work outside the scope of any licence granted to You within five (5) days of becoming aware of such use, reproduction and/or Transmission.		
12	WARRANTIES	12.4	If at any time during the Term, either Party becomes aware that any part of the Content is or may be in breach of any applicable law or regulation, infringes any third party Intellectual Property Rights or is or may be defamatory or in violation of the legal rights of any person, then that Party shall immediately notify the other Party in writing of the same.
12.1	Each Party warrants to the other that it is free to enter into this Contract, perform its obligations and grant and/or exercise the rights licensed hereunder.	12.5	Any condition, warranty representation or other term concerning the same which might otherwise be implied into or incorporated in this Contract, whether by statute, common law or otherwise, is hereby excluded.
12.2	CM warrants that:	13	INDEMNITIES AND LIABILITY
12.2.1	any item of Licensed Content supplied as Copyright Cleared Only does not, to the best of its knowledge and belief, infringe the copyright of any third party (it being understood that the foregoing does not apply to any Intellectual Property Rights subsisting in third party elements featured within any Licensed Content or any image rights of people that may feature in any Licensed Content);	13.1	CM shall indemnify You against all costs, claims, damages, losses and expenses (including reasonable external legal fees) payable to a third party arising as a result of any claim or action resulting from a breach of clause 12.2.
12.2.2	any item of Licensed Content supplied as Model Released does not infringe any image rights in the likenesses of any people (if any) featured in the Licensed Content; and	13.2	You shall indemnify CM against all costs, claims, damages, losses and expenses (including reasonable external legal fees) payable to a third party arising as a result of any claim or action resulting from:
12.2.3	any item of Licensed Content supplied as Fully Released does not infringe the Intellectual Property Rights of any third party (including in respect of third party elements featured within the Licensed Content and any image rights of people that may feature in the Licensed Content).	13.2.1	a breach by You of clause 12.2.2;
12.3	You warrant that You:	13.2.2	any use of Licensed Content outside of or contrary to the scope of this Contract;
12.3.1	will not use any Content in any way other than as specifically permitted under the terms and conditions of this Contract;	13.2.3	Your failure to obtain any required clearances or releases in respect of Licensed Content;
12.3.2	will not use any Licensed Content in a way which is or could be considered defamatory, obscene, libellous, unlawful, misleading, deceptive, in breach of any rights of confidentiality, publicity or privacy, or other rights, or damaging to the reputation of CM, any Rights Holder or any persons or third parties depicted, appearing, referenced or embodied in any Licensed Content;	13.2.4	any actual or alleged infringement by You of the rights (including Intellectual Property Rights) of any third party; and
12.3.3	will not use any Licensed Content that infringes any third party Intellectual Property Rights, or other proprietary rights;	13.2.5	any such other breach of this Contract by You.
12.3.4	will not use any Licensed Content that is in violation or contrary to any applicable law, regulation or codes of practice;	13.3	Nothing in this Contract shall exclude or limit either Party's liability for fraud or for death or personal injury resulting from its negligence or the negligence of its servants, agents or employees.
		13.4	Neither Party shall be liable to the other under the terms and conditions of this Contract for any: loss of revenue; loss of income; loss of profits; loss of contracts; loss of goodwill; or any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

13.5	Subject to clauses 13.3 and 13.4, and save in relation to any breaches of 12.2.2, the total liability of either Party in relation to this Contract (howsoever arising, and including as a result of breach of contract, tort (including negligence) or statutory duty) shall not exceed one hundred percent (100%) of the Fees paid or payable by You in the twelve (12) months preceding the claim.	14.3	Upon termination or expiry of the Licence Period in respect of any item of Licensed Content (whether due to termination of this Contract under this clause 14 or otherwise):
13.6	The indemnified Party agrees:	14.3.1	Your rights to use and reproduce the relevant Licensed Content shall immediately cease and You shall not create any new Work incorporating such Licensed Content (either in whole or in part), subject to sub-clause 14.3.3 below;
13.6.1	to notify the indemnifying Party forthwith on it becoming aware of any claim or potential claim in respect of which it wishes to rely on the indemnity;	14.3.2	all rights granted to Approved Sub-licensees in respect of the Licensed Content shall also immediately cease and You must notify any such Approved Sub-licensees that their rights to use and reproduce the Licensed Content have terminated and ensure they cease any further use; and
13.6.2	not to settle compromise or negotiate the settlement of any such claim without the prior consent of the indemnifying Party (such consent not to be unreasonably withheld); and	14.3.3	any Licensed Content already incorporated by You into a Work and Transmitted during the Licence Period can remain publicly viewable and/or in circulation via the Whitelisted Properties in perpetuity after expiry of the Licence Period (subject to clause 14.4.3 below).
13.6.3	if requested by the indemnifying Party, to pass the conduct of any such claim to the indemnifying Party (at the indemnifying Party's cost).	14.4	On termination or expiry of this Contract for any reason:
13.7	This Contract sets forth the full extent of each Party's obligations and liabilities in respect of (in the case of CM) the provision and licensing of Licensed Content hereunder and (in the case of You) the use, reproduction and Transmission of Licensed Content in a Work hereunder.	14.4.1	CM will cease to provide the Content Service to You;
13.8	Despite CM's efforts to provide accurate information, the Content may contain inaccuracies or typographical errors. You acknowledge that the Content is derived from a number of sources including content licensed from Rights Holders and that use of the Content requires skill, expertise and judgement on Your part. Any representation, warranty or condition whatsoever as to the quality or fitness for a particular purpose of the Content is up to date, complete or accurate, is expressly excluded, and CM shall have no liability or responsibility for any action or inaction on Your part or on that of any other Party including without limitation any of Your audience, viewers, consumers, customers, clients or Sub-licensees which is based (either in whole or in part) on any Content.	14.4.2	You shall immediately cease the creation and/or Transmission of any new Work incorporating any Licensed Content (either in whole or in part);
13.9	In no event will You have any claim against any of CM's Rights Holders in relation to any Content.	14.4.3	where Licensed Content has been used under a Revenue Share Deal, You will promptly remove and cease Transmitting any Work incorporating Licensed Content from Whitelisted Properties, regardless of when Transmission occurred during the Licence Period;
13.10	You acknowledge that the provisions of this Contract including the foregoing limitations and exclusions of liability are reasonable in all the circumstances.	14.4.4	You will promptly provide CM with a final Declaration;
14	TERM AND TERMINATION	14.4.5	any unused Content Credits (where applicable) will be lost;
14.1	This Contract shall commence on the Effective Date and, subject to the provisions of this clause 14 and the Deal Sheet, shall continue in full force and effect for the Term.	14.4.6	You will delete or destroy all copies of any Licensed Content in Your possession or control (subject to Your rights to keep any Work incorporating Licensed Content viewable as set out in clause 14.3.3 above); and
14.2	Either Party may terminate this Contract immediately upon written notice to the other Party if the other Party:	14.4.7	You will remain liable for any Fees and other sums that have fallen due and remain unpaid.
14.2.1	is in material or persistent breach of this Contract and such breach is either incapable of remedy or, if capable of remedy, is not remedied within fourteen (14) days of receipt by the Party in default of a written notice specifying the breach and requiring that the same be remedied, including in relation to the obligation to pay the Fees;	15	NOTICES
14.2.2	ceases or threatens to cease to carry on its business; or	15.1	Any notice or other communication given to a Party under or in connection with this Contract shall be in writing addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this clause 14, and shall be delivered personally, or sent by pre-paid first class post or other next day delivery service, commercial courier, or email.
14.2.3	becomes insolvent or bankrupt, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.	15.2	A notice or other communication shall be deemed to have been received:
		15.2.1	if delivered personally, when left at the address referred to in clause 14.1;
		15.2.2	if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting;
		15.2.3	if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

- 15.2.4 if sent by email, on receipt of a delivery and/or read receipt email from the correct address.
- 15.3 For the avoidance of doubt, a notice shall not be properly served if sent by fax.
- 15.4 For the purposes of this Contract, "**Business Day**" means a day (other than a Saturday, Sunday or a public holiday) in London (United Kingdom).
- 15.5 This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16 GENERAL**
- 16.1 Neither Party shall issue any announcement and/or any information or statement to any person (including, but not limited to, the press) relating to this Contract or any part of it without first obtaining the prior written consent of the other Party, provided no such consent shall be required in the case of disclosure to a regulatory body pursuant to a statutory obligation. Notwithstanding the above, CM shall be permitted during and after termination of this Contract, to use any Work or extracts of a Work, and/or Your name and logo including the same for any Approved Brands, for the purposes of promoting its business including but not limited to on CM's website, in any credentials, pitches or showreel.
- 16.2 Nothing in this Contract shall constitute or be deemed to constitute a partnership or joint venture between CM and You or create or be deemed to create a relationship of principal and agent between CM and You. Except as expressly provided in this Contract neither Party will enter into or have authority to enter into any engagement or make any representations or warranties on the other Party's behalf nor will they seek to otherwise bind or oblige the other Party in any way.
- 16.3 Neither Party may assign, transfer, charge, sub-contract or otherwise dispose of this Contract or any rights or obligations arising hereunder without the prior written approval of the other Party.
- 16.4 A person who is not a Party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce any part of this Contract.
- 16.5 This Contract represents the entire agreement between the Parties with respect to its subject matter, to the exclusion of any other terms or conditions which You may put forward and may not be modified except by an instrument in writing signed by the duly authorised representatives of CM and You.
- 16.6 In the event of any conflict between the various parts of this Contract, they shall prevail in the following order:
- 16.6.1 the Use Notes;
- 16.6.2 the Deal Sheet; and
- 16.6.3 these T&Cs.
- 16.7 You acknowledge that, in entering into this Contract, You do not do so in consideration of or in reliance on any representation, warranty or other provision except as expressly provided in this Contract and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 16.8 This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same agreement.
- 16.9 If at any time any provision of this Contract is held by any Court or other competent authority to be invalid, illegal or unenforceable (either in whole or in part), such provision shall be deemed to be severed from this Contract but the validity, legality and enforceability of the remaining provisions of this Contract shall not be affected or impaired thereby.
- 16.10 CM's failure or delay to exercise any right, remedy or provision provided under this Contract or by law shall not constitute a waiver of that or any other right, remedy or provision, nor shall it prevent or restrict the further exercise of that or any other right, remedy or provision. No single or partial exercise of such right, remedy or provision shall prevent or restrict the further exercise of that or any other right, remedy or provision.
- 16.11 This Contract and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably agree to submit to the exclusive jurisdiction of the English Courts and waive any right to object to that jurisdiction on the grounds that it is an inconvenient forum or otherwise, but for the benefit of CM, it is agreed that CM may take legal proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.

