

Terms and Conditions

This is a Content License Agreement ("Agreement") between you ("You" or "Licensee") and Caters News Agency ("Caters News Agency") that explains how upon payment You can use audiovisual work(s) (individually and collectively, "Licensed Content") that You license from Caters News Agency.

Please read this Agreement carefully. By submitting payment, accessing or downloading Licensed Content, You accept and agree to be bound and abide by the terms of this Agreement, and our Privacy Policy, found here, incorporated herein by reference.

This is a legal Agreement between you and Caters News Agency and upon purchasing content via Caters News Agency's website: <https://clips.catersnews.com> You agree to the Terms and Conditions of this Agreement. If purchasing on behalf of an Employer, then You represent and warrant You have the full power and authority to enter into this Agreement on behalf of your employer. In such instances the Rights purchased belong to the employer who should be the named Licensee at the time of purchase. This Agreement sets out the entire agreement between Caters and the Licensee and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter. Caters News reserves the right to revise and update the terms and conditions of the Agreement from time to time at its sole discretion and without notice to You. Your order or purchase of a License Option following the posting of revised terms of this Agreement means you accept and agree to the changes.

Unless the context requires otherwise:

- a) the singular includes the plural and vice versa;
- b) references to clauses and schedules are to the clauses and schedules of this Agreement, and references to paragraphs are to the paragraphs of schedules to this Agreement. Any schedules to this Agreement shall form part of this Agreement;
- c) references to persons include individuals, trusts, partnerships, unincorporated bodies, companies and/or corporations (in each case whether or not having separate legal personality);
- d) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- e) clause headings shall not affect the interpretation of this Agreement.

1. LICENSE OPTIONS

Caters News Agency offers the following License Options for its Content:

- a) Digital Small (under 5 million user)
- b) Digital Large (over 5 million users)
- c) National News/Talk Show
- d) Clip Show/Documentary

("License Option(s)")

2. PERMISSION TO USE LICENSED CONTENT

2.1 Upon purchase and receipt of full payment of the License Fee, Caters hereby grants to the Licensee a non-exclusive, non-transferable licence to use the Licensed Content, identified on the invoice at checkout, in accordance with the Permitted Use and Rights granted for the License Option purchased.

2.2 The Rights granted to You for the Licensed Content are dependent on the License Option You purchased as outlined in the License Option Table below. The Licensee may not assign, transfer or

sub-license the rights granted hereunder under any circumstances.

2.3 The Licensee shall use the Licensed Content strictly in accordance with the Rights granted for the License Option and must use the Licensed Content within one (1) year from the date of purchase (the "Effective Date") and must ensure they credit Caters as a source of the Licensed Content.

License Options Table

License Option	Digital Editorial (Under 5 million)	Digital Editorial (Over 5 million)	National News/ Talk Show	Clip Show
Licensed Content	Video Content as indicated on the invoice at the point of checkout.	Video Content as indicated on the invoice at the point of checkout.	Video Content as indicated on the invoice at the point of checkout.	Video Content as indicated on the invoice at the point of checkout.
Permitted Use	One-time editorial use only - on the web or social media Sites only. Not to be used for commercial use in any advertisement or branded content.	One-time editorial use only - on the web or social media Sites only. Not to be used for commercial use in any advertisement or branded content.	One-time use in a televised national news Program or Talk Show only, use is fixed to Program.	One-time use in a television clip show or documentary Program. Use is fixed to Program.
Sites	The web or social media sites, indicated by You at the point of purchase and detailed on the invoice at checkout. Licensed Content may only be used on the Site URL indicated by the buyer at the point of purchase.	The web or social media sites, indicated by You at the point of purchase and detailed on the invoice at checkout. Licensed Content may only be used on the Site URL indicated by the buyer at the point of purchase.	N/A	N/A
Audience Size	Maximum five (5) million fans, followers, monthly visitors across the social or digital pages.	Unlimited	Unlimited	Unlimited
Program	N/A	N/A	The title of the Program indicated by You at the point of purchase and detailed on the invoice at checkout. Licensed Content may only be used within a Program indicated by the buyer at the point of purchase.	The title of the Program indicated by You at the point of purchase and detailed on the invoice at checkout. Licensed Content may only be used within a Program indicated by the buyer at the point of purchase.
Territory	Worldwide	Worldwide	Worldwide	Worldwide

3. WARRANTIES

3.1 Caters warrants that it has the right, power, and authority to enter into and fully perform this Agreement and provide the rights granted herein.

3.2 The Licensee warrants and represents that:

- a) the Licensee has the power and capacity to enter into this Agreement, and that the person entering into this Agreement has the requisite authority to agree this Agreement on behalf of the Licensee;
- b) The information provided by You when purchasing the License Option is accurate and You will not provide misleading or inaccurate information regarding the proposed use of the Licensed Content.
- c) the Licensed Content will only be used in accordance with this Agreement and strictly for the Rights granted for the License Option purchased and will not exceed the Permitted Use or Rights granted for the License Option or any Content Credit Quota (if applicable);
- d) It will not use or permit use of the Licensed Content in any unlawful manner including but not limited to any pornographic, defamatory or criminal manner whether directly or in context or juxtaposition with other content or subject matter.
- e) will not use or permit the use of the Content in any way which does not reflect a fair and true representation of the original context or in a manner which would portray any person featured in the Licensed Content in a defamatory or discriminatory way, or to which any person might reasonably object.
- f) Will not use or permit use of the Licensed Content for any commercial use including but not limited to use of the Content for a commercial, promotional, advertorial, advertising or merchandising purpose. This includes use of the Content as branded content, endorsement, sponsorship or affiliation with any commercial brand or sale of a product or services.

4. INDEMNITY

4.1 The Licensee shall indemnify Caters from and against any losses, liability, claims, damages, and direct and reasonable costs and expenses, arising out of any breach of the warranties in clause 3. Subject to the Licensee's compliance with clause 8 and subject to clause 5.3.

4.2 Caters shall indemnify the Licensee from and against any losses, liability, claims, and direct and reasonable costs and expenses, awarded against the Licensee by a court of competent jurisdiction, as a result of a third-party claim that the Licensed Content infringes any intellectual property rights (patents, copyright, trademarks, and design rights) of any third party.

4.3 An indemnity given under this clause is conditional upon the Licensee:

- i. promptly notifying Caters of any claim or demand made or action brought against them which may give rise to liability under the indemnity (a Claim);
- ii. providing Caters with access to relevant documents for the purposes of assessing the Claim; and
- iii. not making any admission of liability, agreement or compromise in relation to the Claim without Caters' prior consent.

4.4 The Licensee also agrees to provide reasonable assistance to Caters in resolving any such Claim with regards to the Licensee's use of the Licensed Content. Nothing in this clause shall restrict or limit the Licensee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

5. LIABILITY

5.1 We disclaim any implied or statutory warranties (including, but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy) in relation to the Licensed Content to the maximum extent permitted by law. You acknowledge that your use of the Licensed Content is at your own risk.

5.2 Subject to clause 5.4, we will not be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, howsoever arising in connection with this Agreement, including under any indemnity, for any loss of profits; loss of business or opportunity; loss of reputation or goodwill; loss of anticipated savings; or for any special, indirect or consequential loss, costs, damages, charges or expenses.

5.3 Subject to clause 5.4, Caters' total aggregate liability arising under or in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, including under any indemnity, shall not exceed the amount of the Fees payable under this Agreement.

5.4 Nothing in this Agreement shall exclude or limit any liability for death or personal injury caused by our negligence and only apply to the extent permitted by law. In the event that you breach the terms of this Agreement or use the Content in a manner not authorised herein, nothing in this Agreement shall limit your liability for our losses.

6. INTELLECTUAL PROPERTY

6.1 All right, title and interest in and to the Licensed Content (including, without limitation, all copyright, trade marks, trade names, goodwill and all other intellectual property rights therein) shall remain vested in and belong solely to Caters or its licensors.

6.2 The Licensee shall not:

- a) have or acquire any right to use, nor shall it use, the Licensed Content or any part thereof, except as permitted under clause 2; and
- b) do, or omit to do, any act that may be reasonably deemed to weaken, damage or be detrimental to the reputation or goodwill of Caters.

6.3 The Licensee shall immediately notify Caters in the event that it becomes aware of any copying, unauthorised use of or access to any of the Licensed Content. Caters shall decide what action if any to take, and shall have control over, and conduct of, all claims and proceedings relating to the Licensed Content. Caters shall bear the cost of such proceedings and shall be entitled to retain all sums that it recovers in any action for its own account.

7. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue until the expiry of the Licence Period, unless terminated earlier in accordance with its terms.

7.1 The Licensor may terminate this Agreement, without liability and without prejudice to its other rights and remedies, by notice in writing to the Licensee with immediate effect if the Licensee:

- a) commits a material breach of this Agreement and any of its Warranties under clause 3.
- b) Gives false, inaccurate or misleading information at the time of purchasing the Licensed Content.
- c) Uses the Content in a manner not authorised herein and in accordance with the Permitted Use and Rights granted in accordance with the Licensing Option purchased.

7.2 The Licensee shall not have the right to terminate the Agreement or be eligible for any refund unless otherwise agreed in writing by the Licensor. 7.3 Upon termination of this Agreement for any reason:

- a. all Rights and licences granted to the Licensee under this Agreement shall terminate immediately;
- b. the Licensee shall immediately pay any sums owing to Caters;

- c. The Licensor shall reserve the right to take any copyright infringement actions against the Licensee if deemed necessary and bill for any charge additional fees, at its discretion of any use of the Licensed Content which falls outside of the scope of this Agreement.
- d. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced, and any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

8. COMPLAINTS

You must promptly inform us in writing by email if you receive any complaint or claim in relation to the Content and shall promptly provide details of such complaint or claim to us. Caters may, in the event that it receives notice of or becomes aware of any complaint, claim or dispute, in relation to any of the Licensed Content, including any allegation that any of the Licensed Content infringes any intellectual property rights or other proprietary rights of a third party, Caters may request you to cease use of the Licensed Content and remove the Licensed Content from any Permitted Use, in any part or all of the Territory, and you shall immediately, and in any event within 24 hours of such request, comply with such request.

9. CONFIDENTIALITY

Neither party to this Agreement shall disclose, directly or indirectly to any third party any confidential information of the other, including the terms set out in this Agreement, to any third party (other than its respective professional advisors and employees on a need-to-know basis and provided the same are bound by an obligation of confidentiality), without the consent of the other party, save as and to the extent required by law or any regulatory authority. This clause shall survive termination of this Agreement.

10. ENTIRE AGREEMENT/AMENDMENT

This Agreement sets out the entire agreement between Caters and the Licensee in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter. No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

11. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. SEVERANCE

In the event that any provision or part-provision of this Agreement is held to be invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable and to the greatest extent possible, achieves the commercial intention of the original provision. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

13. NOTICES

Any notice to be served on either party shall be delivered by hand or sent by pre-paid recorded delivery or registered post, to the address stated at the head of this Agreement (or such other address that may be notified from time to time in accordance with this clause). The notice shall be deemed to have been received when actually delivered if by hand, or two business days after the date of posting if sent by domestic recorded or registered post.

14. THIRD PARTY RIGHTS

No person other than a party to this Agreement shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all counterparts shall together constitute one and the same agreement.

16. GOVERNING LAW

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.