

**ORIGIN
PLATFORM TERMS AND CONDITIONS**

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING THE ORIGIN PLATFORM AND ITS RELATED SERVICES AS THEY SET OUT THE BASIS ON WHICH YOU MAY ACCESS, AND/OR USE THE SERVICES AND ORIGIN PLATFORM. BY CLICKING ACCEPT, YOU AGREE THAT YOU WILL ONLY ACCESS AND/OR USE THE ORIGIN PLATFORM AND SERVICES IN YOUR CAPACITY AS A REPRESENTATIVE OF A MEASUREMENT CONSUMER OR EDP AND NOT AS A CONSUMER IN YOUR OWN PERSONAL CAPACITY. IN ACCESSING THE ORIGIN PLATFORM YOU AGREE TO BE BOUND BY THESE TERMS.

1. BACKGROUND.

- 1.1. **ORIGIN MEDIA MEASUREMENT LIMITED** with company number 15269296 of 12 Henrietta Street, Covent Garden, London, WC2E 8LH ("**Origin**", "**us**", "**our**", "**ours**") operates a cross-media measurement platform in the United Kingdom established to provide measurement across media and other measurable content in the UK ("**Origin Platform**").
- 1.2. Advertisers, agencies and other entities that have an agreement with Origin ("**Measurement Consumers**") may request data, including a measure of reach and frequency of advertisements promoting a specific brand or organisation ("**Campaigns**") across different media platforms ("**Measurement Requests**") on the Origin Platform. Origin, through the Origin Platform will then produce, make available and deliver related data and reports in response to the specific Measurement Request ("**Measurement Result**") back to the Measurement Consumer.
- 1.3. EDPs may also request data and reports relating to their own measurable content or advertising inventory only (and NOT that of any other EDP) from the Origin Platform ("**EDP Reports**").
- 1.4. The services described in Clause 1.2 and Clause 1.3 shall be referred to in these Terms as the "**Services**".
- 1.5. These terms and conditions ("**Terms**") are a legal agreement between Origin and you, an employee, agent or independent contractor of an EDP or Measurement Consumer that has authorisation by such EDP or Measurement Consumer to use the Services and Origin Platform ("**you**", "**your**", "**User**"). These Terms govern your use of the Origin Platform and Services.

2. DEFINITIONS.

- 2.1. The following defined terms are used in these Terms:

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Campaign" means as defined in Clause 1.2;

"Confidential Information" means data accessed through the Origin Platform, as well as technical or commercial know-how, specifications, inventions, information, documentation, processes or initiatives which are marked as confidential, or of a confidential nature, and have been disclosed by us to you and any other confidential information concerning our business or products which you may obtain, excluding information that: (a) is or becomes publicly known other than through your acts or omissions; (b) was in your lawful possession before the disclosure; (c) is lawfully disclosed to you by a third party without restriction on disclosure; or (d) is independently developed by you, which independent development can be shown by written evidence;

"EDP" means an event data provider which owns, manages and/or operates a platform or other form of media which provides measurable content and/or advertising inventory;

“EDP Reports” means as defined in Clause 1.3;

“Measurement Consumers” means as defined in Clause 1.2;

“Measurement Results” means as defined in Clause 1.2;

“Measurement Requests” means as defined in Clause 1.2;

“Origin” means as defined in Clause 1.1;

“Origin Materials” means the technical reports and specifications provided to you from time to time in order for your use of the Origin Platform and Services;

“Origin Platform” means as defined in Clause 1.1;

“Services” means as defined in Clause 1.4;

“Terms” means as defined in Clause 1.5; and

“User” means as defined in Clause 1.5.

3. REVISION OF THESE TERMS.

We may revise these Terms at any time by posting a revised version on the Origin Platform or by otherwise notifying you. Your continued use of the Origin Platform shall be deemed acceptance of any revised versions of these Terms. It is your responsibility to check the Terms for any modifications. If you do not accept these Terms or any new Terms we make available then you must immediately stop using the Origin Platform, Origin Materials and Services.

4. CONTACT US.

If you would like to contact us for any reason in connection with the Origin Platform and/or Services, please contact us at originsupport@isba.org.uk.

5. YOUR ACCESS TO AND USE OF THE ORIGIN PLATFORM AND SERVICES.

5.1. Without affecting your other obligations under these Terms, you shall:

- 5.1.1. comply with all applicable laws and regulations (including all applicable technology control or export laws and regulations) with respect to your use of the Origin Platform and Services; and
- 5.1.2. keep a secure password for your use of the Services and Origin Platform and shall keep such password confidential.

5.2. Except as expressly set out and/or permitted by us expressly in writing or as permitted by any local law which is incapable of exclusion by agreement between us, you shall not:

- 5.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Origin Platform or Origin Materials in any form or media or by any means;
- 5.2.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Origin Platform, Services or Origin Materials;
- 5.2.3. access all or any part of the Origin Platform, Services or Origin Materials to build a product or service which competes with or makes use of the Origin Platform or Services;

- 5.2.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Origin Platform, Services or Origin Materials available to any third party; or
- 5.2.5. attempt to obtain, or assist any unauthorised third parties in obtaining access to the Origin Platform, Services or Origin Materials.

5.3. You shall not use the Services or Origin Platform to:

- 5.3.1. distribute or transmit to Origin any viruses and shall implement procedures in line with good industry practice to prevent such distribution or transmission; or
- 5.3.2. store, access, publish, disseminate, distribute or transmit any material which: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property.

5.4. Origin shall:

- 5.4.1. comply with all applicable laws and regulations with respect to its obligations under these Terms; and
- 5.4.2. ensure that it has and will maintain all necessary rights, approvals, consents and licences to perform its obligations under these Terms and provide you with access to the Measurement Results or EDP Reports, in accordance with these Terms.

6. SUSPENSION.

We reserve the right to disable your access to the Services and Origin Platform where you breach any of these Terms for the duration of time that such breach of these Terms remains unremedied on giving no less than two (2) Business Days' prior written notice to you, such notice specifying the breach of these Terms and requiring it to be remedied promptly and in any event within two (2) Business Days.

7. WARRANTIES.

- 7.1. Origin warrants and represents that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.2. You warrant and represent that you have and will maintain all necessary licences, consents, and permissions necessary for the performance of your obligations under this Agreement.
- 7.3. We reserve the right to terminate these Terms and disable your access to the Origin Platform and Services if you represent an advertiser that does not have provisions in place to collect the Fractional Advertiser Contribution (FAC) payments.

8. CONFIDENTIALITY.

- 8.1. You shall not use Confidential Information for any purpose other than to exercise your rights and/or perform your obligations under or in connection with these Terms.

- 8.2. You may use Confidential Information only as permitted in these Terms, or as expressly authorised by the Measurement Consumer or EDP that you represent. You may only disclose Confidential Information:
- 8.2.1. to employees, agents, officers, representatives, subcontractors and advisers of the Measurement Consumer or EDP that you represent who need to know such information for the purpose of exercising your rights and/or performing your obligations under or in connection with these Terms; or
 - 8.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that where legally permissible to do so, you provide us with written notice of the same.
- 8.3. We remind you of the confidentiality obligations under your existing terms of employment or other contractual terms which you owe to the Measurement Consumer or EDP which you represent. We remind you also of the confidentiality obligation owed to us by the Measurement Consumer or EDP which you represent.

9. INTELLECTUAL PROPERTY RIGHTS.

Origin Platform, Services and Origin Materials

- 9.1. You acknowledge that all intellectual property rights in the Services, Origin Platform, Origin Materials, Measurement Results and EDP Reports anywhere in the world belong to us or our licensors, that rights in the Services, Origin Platform, Origin Materials, Measurement Results and EDP Reports are licensed (not sold) to you, and that you have no rights in, or to, the Services, Origin Platform, Origin Materials, Measurement Results or EDP Reports other than the right to use them in accordance with these Terms.
- 9.2. Origin hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable licence to access and use the Services, Origin Platform, Origin Materials, Measurement Results and EDP Reports in the UK on the terms of these Terms, solely for the purposes that the Measurement Consumer or EDP which you represent, authorises.

10. INDEMNITIES.

You shall indemnify Origin against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your breach of these Terms or from any third party access and use of the Origin Platform, Services, Measurement Results or EDP Reports using your log-in credentials or password.

11. LIMITATION OF LIABILITY.

- 11.1. The Origin Platform, Services, Measurement Results and EDP Reports are provided on an "as is" basis and we do not give any warranties regarding availability and/or operability of the Origin Platform and Services. You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services, Origin Platform and Origin Materials have not been developed or designed to meet or support any individual requirements you have. We only supply the Services, Origin Platform and Origin Materials solely for the purposes that the Measurement Consumer or EDP which you represent authorises, and you agree not to use the Services, Origin Platform, Origin Materials, Measurement Results or EDP Reports for any resale purposes except as permitted under these Terms.

- 11.2. Nothing in these Terms shall limit or exclude liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law.
- 11.3. Subject to Clause 11.2, neither party shall in any circumstances be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, wasted expenditure, loss or corruption of data or information, loss of business opportunity, goodwill or reputation, or any special, indirect or consequential loss, damage, charges or expenses.
- 11.4. Subject to Clause 11.2 and 11.3, Origin's maximum aggregate liability under or in connection with these Terms whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £100.
- 11.5. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services, Origin Platform, Origin Materials, Measurement Results or EDP Reports. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services, Origin Platform, Origin Materials, Measurement Results or EDP Reports which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

12. TERMINATION.

- 12.1. We may terminate these Terms immediately by written notice to you if:
- 12.1.1. you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so; or
 - 12.1.2. our agreement with the relevant Measurement Consumer or EDP which you represent terminates or expires.
- 12.2. On termination for any reason:
- 12.2.1. all rights granted under these Terms shall cease;
 - 12.2.2. you must immediately cease all activities authorised by these Terms; and
 - 12.2.3. you must immediately and permanently delete or disable interfaces to the Services and Origin Platform from all computer equipment in your possession, and immediately destroy, delete or return to us (at our option) all copies of the Origin Materials then in your possession, custody or control and, in the case of destruction or deletion, certify to us that you have done so.
- 12.3. Following termination of these Terms for any reason, we do not guarantee that you will have access to any Measurement Results or EDP Reports generated prior to termination, however we may, in our discretion, provide such Measurement Results or EDP Reports to you.

13. GENERAL.

- 13.1. **Data Protection.** Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data, for what purposes, individuals' rights in relation to your personal data and how to exercise them. This information is provided in our privacy notice found here: <https://cmm.origincrossmedia.com/measurement/privacynotice>, and it is important that you read that information.
- 13.2. **Subcontracting, assignment and charges.** Origin may subcontract, assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its and obligations under these Terms without your prior consent. Origin shall remain liable under these Terms for all its subcontracted obligations.
- 13.3. **Force Majeure.** We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of our obligations under these Terms if and to the extent such delay or failure results from events, circumstances or causes beyond our reasonable control, which may include strikes, lock-outs or other industrial disputes, failure of a utility service, transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm (a "**Force Majeure Event**"). If a Force Majeure Event occurs, we shall be entitled to a reasonable extension of the time for performing our obligations which are affected by the Force Majeure Event.
- 13.4. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver 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.
- 13.5. **Severance.** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted without affecting the validity and enforceability of the rest of these Terms.
- 13.6. **Entire Agreement.** These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 13.7. **Counterparts.** These Terms may be executed in any number of counterparts and by the different parties on separate counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of these Terms.
- 13.8. **No Partnership or Agency.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 13.9. **Third Party Rights.** No one other than a party to these Terms shall have any right to enforce any of its terms and the parties shall not require the consent of any third party to vary or rescind these Terms.
- 13.10. **Notices.** Any notice required to be given under these Terms shall be in writing and shall be delivered by email (to you using the email address you use to log-in or to Origin using the email address provided at Clause 4), which shall be deemed to have been received when transmitted.

13.11. **Governing Law and Jurisdiction.** These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).