

# Rights you are giving us to use material you upload

## BACKGROUND

- (A) We operate the Site.
- (B) By you providing the Content to us you wish to allow us to use the Content on the Site.
- (C) Cantium wishes to use the Content you upload on the Site.

## Agreed terms

### 1. Interpretation

- (a) The definitions and rules of interpretation in this clause apply in this licence.

#### 1.1. Definitions:

**Advertisement:** any advertisements, site sponsorship arrangements, performance-based advertising, referrals, click-throughs, leads and bounties and all other similar activities which do not produce revenues through direct selling.

**Competitor:** in relation to us,

**Derivative Work:** original content contained on the Site that is based on the Content, such as a translation, abridgement, condensation or any other form in which a work may be rewritten, recast, transformed or adapted.

**Intellectual Property Rights:** has the meaning given at paragraph 4.1 of our Website Terms of Use and includes Marks.

**Marks:** any and all trade marks, trade names, service marks, trade dress, logos, URLs or identifying slogans of a party to this licence, whether or not registered.

**Visitor:** a visitor to the Site.

### 2. Grant of licence

- 2.1. Further to paragraph 6.3 of the Website Terms of Use you grant us a non-exclusive royalty free licence (including the right to sub-license) to distribute the Content you have uploaded to the Site. Access by a Visitor outside the UK shall not constitute a breach of the rights you grant us.

#### 2.2. We are permitted to:

- (a) modify, electronically reproduce and distribute, and publicly perform and display the Content on the Site;
- (b) reproduce and distribute through any media now known, or hereafter developed, excerpts of the Content in Advertisements for, and in marketing and promotional materials related to, the Site; and

- (c) make Derivative Works, reproduce, publicly perform and display and distribute such Derivative Works in conjunction with the Content through the Site, including in any media now known or hereafter developed.

2.3. You shall not:

- (a) grant distribution or publication rights to any of the Content to any Competitor of ours including through a direct data feed, co-branding or premium placement arrangement; or
- (b) advertise or promote the Content on or in connection with any Competitor of ours; or
- (c) license any of your Marks for use on any of our Competitors' websites.

**3. Parties' responsibilities**

- 3.1. You are responsible for the accuracy and completeness of the Content. You must ensure you understand your obligations in accordance with paragraphs 6.1 and 6.2 of the Website Terms of Use.
- 3.2. We have no obligation to you, and undertake no responsibility, to review the Content (including user-generated content) to determine whether any such Content may result in any liability to any third party.
- 3.3. Notwithstanding anything to the contrary contained herein, if we reasonably believe that any Content may create liability for us, we may remove such Content as we believe, in our sole discretion, is prudent or necessary to minimise or eliminate our potential liability.

**4. Marks**

- 4.1. You acknowledge and accept for all purposes that all Marks associated with our services, products, literature, promotional materials or otherwise, whether or not registered, constitute our exclusive property.
- 4.2. By submitting Content to us you acknowledge and accept you will not challenge or file any application with respect to any Proprietor Mark.

**5. Warranties**

- 5.1. You warrant to us that it has full power and authority to upload Content.
- 5.2. You warrant to us that the Content shall comply with our Website Terms and Conditions and our Acceptable Use Policy.

**6. Intellectual property rights**

- 6.1. We retain all Intellectual Property Rights in the Site, the Derivative Works and its Marks, and nothing shall be taken to grant any rights to you in respect of such Intellectual Property Rights.

**7. Confidentiality**

- 7.1. You acknowledge and accept that any Content you upload to our Site will be considered non-confidential and non-proprietary in accordance with paragraph 6.3 of the Website Terms of Use.
- 7.2. Content you provide us must not be under any obligation of confidentiality. You are solely responsible for ensuring that when you supply us with Content you are not breaching any obligations of confidentiality to any third party.