

AAP Newswire: Licensee Terms and Conditions (General Terms)

(As at 4 August 2020)

Please read these terms carefully. If you are taking a subscription from AAP Newswire then these terms will apply, unless otherwise indicated.

1 Governing Use

- 1.1 Australian Associated Press Ltd ABN/ACN: 94 641 582 121 (AAP is a not for profit company established to advance tolerance and understanding by protecting independent, ethical and sustainable news gathering and reporting in Australia. AAP provides media companies and corporations with news and information of public interest. As the acquirer of the former Australian Associated Press Pty Ltd's Newswire and FactCheck businesses, AAP continues its 85 year legacy of providing fast impartial breaking news to media outlets worldwide
- 1.2 These AAP Newswire: Licensee Terms and Conditions sets out the terms (General Terms) upon which AAP (us or AAP) will allow you, (including your directors, employees, officers, contractors, agents, principals, or any related body corporate or affiliate) (you/your or Licensee) to access and use AAP content (AAP Service) supplied to you by AAP Newswire, a department of AAP (Agreement).
- 1.3 This Agreement is in addition to any other written agreement you may have with AAP in respect of the supply and use of the AAP Service.
- 1.4 You will find Definitions at the end of these General Terms here which will explain terms in these General Terms.

2 Pre approved Platform and Brand

- 2.1 AAP licenses the text and multimedia included in the AAP Service to you on a non-exclusive, non-transferable basis for editorial use in Australia only:
 - (a) on a Digital Platform or in print form in an Authorised Publication approved by AAP (Authorised Platform) and branded solely with a brand approved by AAP (Authorised Brand); or
 - (b) for use via a Broadcast Platform provided that AAP has approved in writing the specific platform and Authorised Broadcasters.

3 Platform and Product Specific Terms

- 3.1 Your use of the AAP Service may also be subject to the following terms:
 - (a) If you are using the AAP Service in print form (or digital facsimile form) in an Authorised Publication then your use is also subject to our Print Terms. These terms cover the accreditation and disclaimer requirements you must comply with.
 - (c) If you are using the AAP Service on a Broadcast Platform then your use is also subject to our Broadcast Terms (TV) and or Broadcast Terms (Radio).
 - (d) If you take an Olympic games service in an Olympic games year then special terms will apply. These terms will also be posted at www.aap.com.au/legal.
 - (e) If you are accessing the AAP Newswire: Multimedia Site your use is also subject to the AAP Newswire: Multimedia Terms and Conditions which may be found here: www.aap.com.au/legal. However for the sake of clarity the following applies in respect of comping images.
 - (1) AAP grants you a royalty-free, non-exclusive, non-transferable licence in the Territory to:
 - » download the Comping Image; and

- » use that Comping Image on one computer with one user, for once only, non-commercial, internal business Comping purposes.
- (2) The downloaded Comping Image may **not** be used in any materials in final form distributed within your organisation or in any material in any form whether in hard copy or digital distributed outside of your organisation or to the public, including but not limited to advertising and marketing the materials in any online or other electronic distribution system (except that you may transmit a Comping Image digitally or electronically to your clients for their internal review only).
- (3) You must not otherwise
- » store or archive the Comping Image, either in hard copy or digital form; or
 - » share or copy the Comping Image, for example by maintaining it in a database or including it in a disc library, image storage jukebox, network configuration;
 - » or other similar arrangements; or reverse engineer, modify, alter, adapt, disassemble, decompile or amend in any part the Comping Image.

4 Use of the AAP Service

4.1 Syndication not permitted

Text and multimedia from the AAP Service are for the personal, non-commercial use only of your customers or third parties who access or view content (Users) from the AAP Service, being that content we have permitted you to display or use on an Authorised Platform and not otherwise for copying, archiving, storing, republication, re-distribution, re-dissemination, publication or any other commercial exploitation in any form or by any method whatsoever by Licensee, Users or any other persons unless permitted by AAP. Licensee must inform AAP if to Licensee's actual knowledge any person is using any text and multimedia derived from the AAP Service by way of republication or redissemination in broadcast, electronic or hard copy for gain or otherwise than for personal, non-commercial use.

4.2 Display/Storage Periods

Subject to the AAP Newswire: Multimedia Terms and Conditions and any specific restrictions displayed marked on or accompanying an item, Licensee may display on the Authorised Platforms and store in computer readable form, in accordance with these General Terms, text and multimedia supplied as part of the AAP Service on a once-only basis for a period of **not more than thirty (30) days**, from the date upon which the text and multimedia are received by Licensee from AAP (Storage Period). Licensee must delete all text and multimedia derived from the AAP Service at the end of the Storage Period. Notwithstanding this clause 4.2, Licensee must not display any text and multimedia that AAP has retracted, cancelled or modified under clause 4.4.

4.3 Archiving

Licensee may not maintain any archival or historical database of any kind (whether digital or otherwise) of text and multimedia from the AAP Service, however notwithstanding any other clause of this Agreement, Licensee may retain a copy of content it has utilised only for Licensee's internal legal, taxation and administrative purposes only.

4.4 Platform Restrictions

Licensee must:

- (a) not use text and multimedia from AAP Service in conjunction with any brand other than the Authorised Brand;
- (b) not use text and multimedia from the AAP Service on any other platform other than the Authorised Platform;
- (c) not merge the Authorised Platform for distribution of the AAP Service through the acquisition of or merger with another distributor of content or through co-branding, except with the expressed mutual consent of AAP.
- (d) not enter into any agreement to provide text and multimedia from the AAP Service to libraries or media monitors, or which allows clipping in any form;

- (e) not use text and multimedia from the AAP Service in a manner and context that damages the reputation and goodwill of AAP or any Information Source;
- (f) not use text and multimedia from the AAP Service for any improper or immoral purpose including, but not limited to, in transmissions or other publications which are reasonably likely to be obscene, defamatory, or offensive to any person or classes of persons;
- (g) not distort the meaning of any text and multimedia or subject any part of the text and multimedia to derogatory or defamatory treatment;
- (h) not use text and multimedia included in the AAP Service in conjunction with or adjacent to material of an erotic nature;
- (i) not modify text and multimedia included in the AAP Service except to the extent reasonably necessary to reformat such text and multimedia (but not alter the content itself), to enable Licensee to display the text and multimedia in or on the relevant Authorised Platforms;
- (j) notwithstanding any other provision in these General Terms, comply with any specific form of use restriction marked on or accompanying an image from the AAP Service;
- (k) observe and comply reasonably promptly with all reasonable instructions from AAP regarding display of corrections, retractions or apologies in the form requested by AAP or in respect of the taking down of text and multimedia obtained from the AAP Service.
- (l) Nothing in this clause 4.4 will restrict Licensee from reporting the news truthfully.

4.5 Security

- (a) Licensee and Licensee's authorised employees must ensure that any username and password used to access any part of the AAP Service is kept secure. Licensee must take all reasonable steps to prevent unauthorised use of the username and password and unauthorised access to the AAP Service. Licensee is responsible for all use of the AAP Service made using such usernames and passwords unless Licensee promptly notifies AAP of a security breach in which case Licensee is not liable for unauthorised use after notification.
- (b) Licensee will use commercially reasonable means to protect the security of the AAP Service, on the Authorised Platform, from unauthorised access, modification or distribution. Upon becoming aware of a breach in security, Licensee will take prompt action to remedy such breach to protect the AAP Service.

5 Information Sources

5.1 Licensee acknowledges that:

- (a) AAP obtains text and multimedia in the AAP Service (Source Material) from Information Sources pursuant to agreements it has with such Information Sources;
- (b) AAP may enter into further agreements or vary existing agreements with Information Sources in relation to Source Material;
- (c) the terms of an agreement between AAP and an Information Source may contain terms as to the use of Source Material; and
- (d) AAP's ability to supply Licensee with text or multimedia included in the AAP Service is conditional on the terms and continued existence of AAP's agreements with those Information Sources in respect of Source Material;
- (e) AAP, and its Information Sources, may determine in their sole editorial discretion the substance, form and content of the AAP Service.

5.2 In the event that AAP enters into a new agreement or varies an existing agreement with an Information Source which contains new terms as to the use of Source Material from that Information Source:

- (a) AAP may by notice in writing notify Licensee of any terms (including, if relevant, restrictions) under such an agreement which may be inconsistent with the terms of these General Terms or limit the right of AAP to provide all or part of the AAP Service; and
- (b) AAP will, if required by Licensee and subject to any confidentiality obligations owed to the Information Source, provide a copy of part or all of the agreement with the Information Source, which may be modified by the deletion of material which in the opinion of AAP may be commercially sensitive.

- (c) On receipt or deemed receipt of a notice under clause 5.2(a), this Agreement will be varied to the extent specified in that notice.

6 Clearances and Sporting content

6.1 Clearances

Except where Licensee is using the AAP Service for the purposes of reporting current news, Licensee is fully responsible for obtaining at its own cost any necessary rights clearances from third parties relating to any part/aspect of text, images or video from the AAP Service which may be protected by proprietary rights, copyright, neighbouring rights (including, without limitation, moral rights and performers' rights) or privacy rights prior to the use of such text, images or video by Licensee, including, but not limited to:

- (a) clearances from people whose name, portrait or images or performance appears in the relevant text, images or video from the AAP Service; or
- (b) clearances in respect of musical works, sound recordings, buildings, works of art, designs, public monuments and/or other inanimate objects contained in the relevant text, images or video from the AAP Service.

6.2 Sporting content

AAP's ability to include sporting text, data and multimedia as part of the AAP Service is contingent upon the terms of accreditation imposed by any relevant sporting organisations. If any sporting organisation imposes any restrictions or limitations on AAP in terms of AAP's coverage of any sporting events or fixtures, Licensee acknowledges and agrees that AAP's ability to supply the AAP Service will be similarly limited or restricted. Additionally, Licensee will comply with any limitations or restrictions imposed by any sporting organisation and agreed to by AAP in order to gain access to the event provided that such limitation and restrictions are notified to it by AAP.

6.3 Code of Practice for Sports News Reporting

Licensee acknowledges that AAP's sale of sporting text, data and multimedia is subject to the Code of Practice for Sports News Reporting. Licensee must not use any sporting text, data or images it receives from AAP for Commercial Use. For the purposes of this clause 6.3, "Commercial Use" means the sale or production or use of content for advertising or promotional or merchandising purposes, including:

- (a) photographs being used by a non-media organisation on a website or webpage, in a publication or via some other medium for any purpose other than publishing of news content on any technical platform including individual publications, web-pages, Digital Platforms or print media where that platform or medium is or will be genuinely and ordinarily used for the publication of news content;
- (b) operating a statistics service; or
- (c) photographs being used for or in any advertisements, promotional materials, for merchandise such as memorabilia, collector's cards, calendars, clothing, packaging or competitions.

6.4 Sporting Images

- (a) Licensee must comply with any additional conditions notified by AAP to Licensee as a condition of using the sporting images. In particular, Licensee must not use such sporting images in a manner that creates a false impression that a person or business has a sponsorship, approval or affiliation with the sport, sporting organisation or the event or any participants in the event.
- (b) AAP may immediately cancel Licensee's right to use any sporting images if AAP is requested by the relevant sporting body or authority to cease using such sporting images. In these circumstances Licensee must immediately cease using sporting images included in the AAP Service.

7 Trade marks and marketing

7.1 The AAP Trade Mark is the exclusive property of AAP. AAP reserves all rights in it. All use of the AAP Trade Mark under this Agreement is for the sole benefit of AAP. Licensee must not knowingly or recklessly take any action which is inconsistent with AAP's rights in the AAP Trade Mark.

7.2 AAP grants Licensee a non-exclusive licence to use the AAP Trade Mark

- (a) to the extent reasonably necessary to identify the AAP Services as originating from AAP; and
 - (c) otherwise, with the prior written permission of AAP.
- 7.3 Licensee must not display the name, logo or trade mark or other identifier of any third party in such a manner as to give the User or viewer the impression that such third party is a publisher of text or multimedia from the AAP Service on any pages containing such text or multimedia. This clause is not intended to prohibit conventional advertising or sponsorships that do not create such impression.
- 7.4 Licensee must not include any advertising or sponsorship in connection with text or multimedia from the AAP Service that:
- (a) breaches any law or regulation where the Authorised Platforms may be used or viewed; or
 - (b) falsely implies that the advertiser or sponsor is associated with AAP or its Information Sources or the text or multimedia of AAP or its Information Sources.
- 7.5 Licensee must not:
- (a) use the AAP name or the AAP Trade Mark;
 - (b) use the name, logo or trademark of any Information Source; or
 - (c) make any statement (whether oral or in writing) about AAP, any Information Source or the AAP Service,
 - (d) in any external advertising, marketing or promotion materials without the prior written consent of AAP (such consent which may be withheld by AAP in its absolute discretion). Materials that are substantially identical to those previously approved need not be submitted for re-approval.

8 Acknowledgements, warranties and indemnities by Licensee

- 8.1 Licensee acknowledges and agrees that:
- (a) AAP reserves sole editorial discretion in relation to the form and content of the text included in the AAP Service;
 - (b) AAP and its Information Sources retain all intellectual property rights in the text and multimedia comprising the AAP Service.
- 8.2 Licensee warrants to AAP that:
- (a) Licensee and Licensee's representative has authority to enter accept supply of the AAP Service subject to these General Terms;
 - (c) Licensee will not through any act or omission bring the reputation of AAP or any Information Source into disrepute;
 - (d) the primary and intended market for the Authorised Platform is the Territory; and
 - (e) Licensee will use the text and multimedia contained in the AAP Service on the Authorised Platform(s) and with the Authorised Brand only and solely as permitted by these General Terms.
- 8.3 Licensee indemnifies AAP and its Information Sources against any loss, cost, expense, claim, liability, action, proceeding, damages or demand (including, without limitation, reasonable legal costs) that AAP or the Information Source suffers or incurs as a result of a breach by Licensee or any User's breach of the terms of these General Terms and the warranties in clause 8.2. Licensee agrees that this clause 8.3 is enforceable by and to the benefit of AAP and its Information Sources.
- 8.4 Where any claims or legal actions of a third party (including but not limited to any claim for defamation, breach of privacy or injurious falsehood) are made or commenced against Licensee by any third party howsoever arising, Licensee hereby,
- (a) acknowledges and agrees that AAP shall have no liability in respect of any such claims or legal actions or any expenses or damages suffered or incurred by Licensee as a result of such claims or legal actions being commenced; and
 - (b) waives and releases AAP from any liability in respect of such claims or legal actions.
- 8.5 For the avoidance of doubt, Licensee hereby acknowledges that AAP is under no obligation to verify, identify and/or correct errors or retract allegedly defamatory material or identify any third party

intellectual property rights in text and multimedia contained in the AAP Service.

9 Warranties and indemnity by AAP

9.1 AAP warrants to Licensee that:

- (a) AAP has authority to enter into this Agreement;
- (b) the signatory to this Agreement is authorised to enter into and execute this Agreement on AAP's behalf; and
- (c) the text or multimedia in the AAP Service, if used as permitted by this Agreement will not infringe the copyright or any other intellectual property rights of any third party.
- (d) AAP indemnifies Licensee against any liabilities, losses, expenses, damages or other costs (including, reasonable legal costs) that Licensee suffers or incurs as a result of a breach by AAP of clause 9.1(c) provided that:
- (e) the relevant claim does not arise from any modification to text or multimedia from the AAP Service made by Licensee or any person receiving text or multimedia from the AAP Service through Licensee other than as permitted by this Agreement;
- (f) the relevant claim does not arise as a result of a combination of text or multimedia from the AAP Service with other text or multimedia not from the AAP Service;
- (g) the relevant claim does not concern text or multimedia that AAP notified Licensee should not be used;
- (h) where the relevant claim is based on content obtained by AAP from an Information Source, this indemnity may be limited by the amount AAP recovers from such Information Source in proportion to other claims (actual or potential) arising out of the alleged infringement;
- (i) the relevant claim does not arise as a result of a breach by Licensee of the Platform Restrictions;
- (j) if Licensee wishes AAP's indemnity to apply to a claim or legal action of a third party made or commenced against Licensee then Licensee must promptly notify AAP that a claim or legal action has been made or commenced against Licensee in respect of which indemnity may be sought from AAP;
- (k) Licensee makes no admissions of liability in relation to the claim;
- (l) Licensee provides AAP with the opportunity to conduct settlement negotiations and/or the applicable proceedings in the place of Licensee (AAP is required to have due regard to the input and interests of Licensee);
- (m) Licensee provides AAP with all reasonable assistance requested by AAP; and
- (n) this indemnification will not apply when liabilities, losses, expenses, damages or other costs are caused or contributed to by the negligence or wilful default of the Licensee however caused or otherwise.

10 Monitoring of the Authorised Platforms

10.1 Licensee must provide AAP or its nominees with reasonable assistance and unrestricted and unlimited access to all areas of the Authorised Platforms at which text and multimedia from the AAP Service are displayed or made available, solely for the purposes of AAP monitoring the use of such text and multimedia as part of the Authorised Platforms.

10.2 Licensee must, if requested by AAP, provide it with annual reports setting out:

- (a) the number of User visits to, circulation, page impressions and Users on areas within each Authorised Platform where text and multimedia from the AAP Service are displayed; and
- (b) the number of Users (or in the case of a Print Platform, the circulation numbers) for each Authorised Platform during each month.

11 Monthly Charges

11.1 In consideration of the provision of the AAP Service, Licensee must pay AAP the Monthly Charges.

11.2 AAP will invoice Licensee for the Monthly Charges monthly in advance.

- 11.3 Licensee must pay each invoice not more than thirty (30) days from the date of the invoice. Late payments of any invoice carries annual interest at the business overdraft rate charged by AAP's principal Australian bankers from the due date to the date of payment, calculated on a daily basis.
- 11.4 AAP may, by not less than sixty (60) days prior written notice to Licensee, adjust the Monthly Charges.
- 11.5 Subject to clause 11.6, if AAP notifies Licensee of an increase in the Monthly Charges, Licensee may terminate this Agreement by giving not less than thirty (30) days prior written notice to AAP, with termination taking effect on the date the increased Monthly Charges would otherwise have taken effect.
- 11.6 Licensee may not terminate this Agreement in accordance with clause 11.5 where:
- (a) the increase is not more than the increase in the Consumer Price Index All Groups Index Number for the weighted average of 8 Australian capital cities for the previous calendar year plus 2%; and
 - (b) the increase is in accordance with clause 11.7.
- 11.7 AAP may increase the Monthly Charges immediately by giving Licensee written notice, with such an increase to take effect from the date of Licensee's written notice, where the increase is on account of an increase in GST or Taxes.
- 11.8 AAP may only increase the Monthly Charges in accordance with clause 11.4 once in any twelve (12) month period.
- 11.9 If Licensee fails to pay any Monthly Charges by the due date for payment then AAP may, at its discretion, immediately suspend the AAP Service until payment has been received. AAP may also charge a reasonable fee for reconnection of the AAP Service.
- 11.10 If you paid a Bond to us:
- (a) AAP may draw down upon the Bond in respect of any amounts owed by Licensee under this Agreement; and
 - (b) the balance of the Bond will be returned to Licensee upon termination or expiry of this Agreement.

12 Tax and GST

- 12.1 Words used in this clause which have a defined meaning in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as in that Act, unless the context otherwise requires.
- 12.2 Unless expressly included, the consideration for any supply made under or in connection with these General Terms does not include GST or any other Tax.
- 12.3 If any supply made under or in connection with these General Terms is a taxable supply, the consideration for that supply is increased by the amount of GST imposed in respect of that supply. The supplier must provide a tax invoice if so requested by the recipient.
- 12.4 If a party is entitled under these General Terms to be reimbursed or indemnified for a loss, cost or expense by the other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- 12.5 All payments made by Licensee under these General Terms will be (to the extent permitted by law) without deduction or withholding for or on account of, any Taxes. If a law requires Licensee to deduct an amount in respect of Tax from any payment under these General Terms, Licensee must:
- (a) pay the tax in accordance with applicable law;
 - (b) use its best endeavours to obtain an official receipt from the appropriate governmental agency;
 - (c) deliver a copy of the official receipt to AAP no more than twenty (20) days after receiving it; and
 - (d) pay to AAP such additional amount as will ensure that AAP is in no worse position than if no deduction had been required by law.

13 Termination

- 13.1 AAP may immediately suspend the supply of the AAP Service to the Licensee if Licensee is in breach of these General Terms.
- 13.2 AAP may terminate this Agreement immediately on written notice to Licensee if:
- 13.3 Licensee suffers an Insolvency Event;
- (a) AAP's business is affected by a substantial change in either the ownership of Licensee or the manner in which the Authorised Platforms are branded or operated;'
 - (b) Licensee is in material breach of a term of this Agreement and, for the avoidance of doubt, use of the AAP Service outside the terms of this Agreement is a material breach of this Agreement;
 - (c) Licensee is in breach of this Agreement and that breach is not capable of remedy;
 - (d) Licensee is in breach of this Agreement, that breach is capable of remedy and has not been remedied within fourteen (14) days of AAP giving it written notice to do so.
- 13.4 Upon termination of this Agreement:
- (a) all licences granted under these Agreement automatically terminate;
 - (b) Licensee must cease using all text and multimedia from the AAP Service and the AAP Trade Mark;
 - (c) Licensee must remove and delete all copies of text and multimedia from the AAP Service from the Authorised Platforms, its computer systems and from any other means of storage in its possession, power, custody or control; and
 - (d) Licensee must remove any reference to AAP from the Authorised Platforms.

14 Liability

- 14.1 All statutory or implied conditions, warranties and guarantees are excluded to the extent permitted by law.
- 14.2 If the law, including the *Competition and Consumer Act 2010* (Cth) (as amended) or any similar legislation, implies or imposes a non-excludable condition, warranty or guarantee which can be limited, the liability of AAP to Licensee for breach of that condition, warranty or guarantee will be limited, to the extent permitted by law – as AAP determines – to:
- (a) provision of replacement text or multimedia; or
 - (b) cost of providing replacement text or multimedia.
- 14.3 While AAP will take, or cause to be taken, reasonable precautions of the type generally accepted in the information processing industry to arrange and protect the devices subject to AAP's control in which text and multimedia included in the AAP Service are stored and made available for transmission, to the extent permitted by law neither AAP or its Information Sources make any warranty and are not liable to Licensee or any other person for any failures (including but not limited to delays, omissions, interruptions) or faults in delivery of the AAP Service.
- 14.4 To the extent permitted by law, AAP and any Information Source are not liable for any indirect, consequential, special or punitive loss or damage in respect of the AAP Service or any act or omission on its part in relation to its obligations under these General Terms or for any payments to third parties, loss of revenue, loss of profits, loss of goodwill or data however caused, whether or not:
- (a) such loss or damage was foreseeable or contemplated by either party; or
 - (b) AAP is advised of the possibility of such loss or damage.
- 14.5 To the extent permitted by law, the total liability in all circumstances of AAP and any Information Source to Licensee in contract, tort (including negligence) or otherwise for any loss or damage is limited to the Monthly Charge owing or paid by Licensee to AAP for three (3) months immediately preceding the month during which the breach occurs or liability arises. This limitation of liability does not apply to AAP's indemnity under clause 9.2.

- 14.6 AAP is not liable to Licensee or any other person if AAP terminates these General Terms under clause 13, other than liabilities accrued or accruing up to the date of termination.
- 14.7 A party's liability under these General Terms will be proportionately reduced to the extent the other party, its officers, employees, Agents and contractors contribute to any loss, damage, expenses, liabilities and costs (including legal costs).
- 14.8 Licensee agrees that this clause 14 is enforceable by and to the benefit of AAP and its Information Sources.

15 Confidentiality

- 15.1 Each party acknowledges that Confidential Information of the other may be disclosed to it in the course of negotiating and performing this Agreement. Each party must hold such Confidential Information in strictest confidence and must not, without the consent of the other, disclose it to any person other than those of the party's employees, officers and Agents who are required to receive and consider the Confidential Information in the course of (and solely for) the purpose of the performance of this Agreement.
- 15.2 The obligations in clause 15.1 do not apply to information:
- (a) already in a party's possession (as evidenced by written records) when provided by or on behalf of the other party;
 - (b) that is in the public domain through no breach of this clause 15; or
 - (c) obtained from a third party without breach by that third party of any obligation of confidence concerning that information.
- 15.3 Notwithstanding clause 15.1, a party may disclose Confidential Information of the other where such disclosure is required by law due to the mandatory requirement of a competent court, governmental agency or regulatory authority..Notwithstanding any other provision in this clause 15, Licensee acknowledges and agrees that AAP may disclose the terms of this Agreement and the fact that Licensee is receiving text or multimedia sourced from its Information Sources, to its Information Sources.

16 Force majeure

- 16.1 Neither party will be in breach of this Agreement and will not be liable to the other party or any other person for delay or failure to perform an obligation due to a Force Majeure Event. Where affected by a Force Majeure Event, the affected party will be granted a reasonable extension of time to perform the obligation, unless the delay or failure exceeds sixty (60) days in which case either party may immediately terminate this Agreement on notice to the other party.

17 Insurance

- 17.1 Without prejudice to its express obligations under these General Terms, Licensee shall maintain appropriate insurance policies, which note AAP as an interested party, in relation to the following risks with a reputable insurance company in respect of the performance of its obligations under these General Terms (providing for the payment of a sum up to the amounts stated below for any claim or series of claims arising out of a single event):
- (a) public and products liability for all risks arising out of these General Terms of \$20 million;
 - (b) professional indemnity for all risks arising out of these General Terms, including copyright infringement and defamation, of \$5 million.
- 17.2 Licensee must, if requested by AAP, produce a certificate of currency in respect of the insurances it holds pursuant to clause 17.1.

18 General

18.1 Assignment

Licensee may not assign or otherwise deal with its rights, obligations or remedies under these General Terms without the prior written consent of the AAP. AAP may assign or novate its rights, obligations and/or remedies (including due to a change in control as that term has its normal meaning) in relation to any AAP Service it provides to you the Customer whether or not notice has been provided..

18.2 Notices

Licensee must ensure AAP has up to date contract details at all times of Licensee's business address, postal address, email, phone number (including mobile) and facsimile number. A notice or other communication given under this Agreement (**Notice**) must be addressed to AAP at the address, email address or facsimile number set out below:

Attention: General Counsel
Address: 37 Brown Street, Newtown, New South Wales 2042

Attention: General Counsel
Email: generalcounsel@aap.com.au

18.3 Without limiting any other means by which a party may be able to prove that the Notice has been received by another party, a notice is deemed to be received:

- (a) (1) if sent by hand, upon delivery to the addressee;
- (b) (2) if sent by post within Australia to an address in Australia, on the 2nd Business Day (at the address to which it is posted) after posting;
- (c) (3) if sent by post to an address outside Australia or sent by post from outside Australia, on the 5th Business Day (at the address to which it is posted) after posting; or
- (d) (4) if by facsimile or email before 5pm on a Business Day at the place of receipt, except as provided in clause 18.2(b), on the day it is sent and otherwise on the next Business Day at the place of receipt.

18.4 Notwithstanding clause 18.2(a)(4):

- (a) a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice;
- (b) an email is not treated as given or received if the sender's computer reports that the message has not been delivered; and
- (c) a facsimile or email is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by 12.00pm on the Business Day on which it would otherwise be treated as given and received, whichever is later.

18.5 Errors, Corrections and Retractions

Licensee must ensure that AAP has at all times up to date contact details (including email address and phone numbers) of the current person or persons (during business hours and outside business hours) authorised by Licensee to receive and immediately act upon correction, retraction or apology notices issued by AAP.

18.6 Further assurances

Each party must do all things necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

18.7 Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of the Agreement remains in force.

18.8 Waiver

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

A waiver is not effective unless it is in writing.

Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

18.9 Surviving Clauses

The obligations in clauses 8 (Acknowledgement, Warranties and Indemnities by Licensee), clause 9 (Warranties and Indemnities by AAP), clause 12 (Tax and GST), clause 13 (Termination), and clause 14 (Liability) and clause 15 (Confidentiality) survive the expiry or termination of this Agreement.

18.10 Counterparts

This Agreement may be signed in any number of counterparts. All those counterparts together make one instrument.

18.11 Entire agreement

This Agreement supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties. Except as specified by an express term of this Agreement, this Agreement may be amended only by written agreement of the parties.

18.12 Governing Law and Jurisdiction

The laws of New South Wales govern this Agreement. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

19 Definitions (General Terms)

19.1 In this Agreement:

Agent of a party includes, without limitation, lawyers, accountants and other professional advisers and banks and financiers engaged or consulted by a party.

AP means The Associated Press.

Agreement has the meaning given in clause 1.1.

Authorised Platform means any of the Digital Platforms, Broadcast Platforms or Authorised Publications where:

- (a) AAP has approved use of the AAP Service on the relevant platform or in the publication; and
- (b) such platform is solely branded using a brand approved by AAP.

Authorised Publication has the meaning given in the [Print Terms](#).

AAP Service means:

- (a) the AAP news and text based service;
- (b) the AAP photos or other image based service; and
- (c) any further works provided by AAP and:
 - (i) derived from either or both of the works specified in clauses (a) and (b) directly above; or
 - (ii) created by combining works specified in clauses (a), (b) or (c)(i) directly above with other works, property or rights.

AAP Trade Mark is as follows: 

Branding means a distinguishing symbol, mark, logo, name, word, sentence, or a combination of these items that Licensee uses to distinguish its product, service or business from others in the market.

Broadcast Platform has the meaning given in the Broadcast Terms.

Broadcast Terms means the terms contained in [Broadcast Terms \(Radio\)](#) and/or [Broadcast Terms \(TV\)](#).

Business Day means a day on which trading banks are open for general business in Sydney, New South Wales, excluding a Saturday, Sunday or public holiday.

Code of Practice for Sports News Reporting means the Code of Practice for Sports News Reporting (Text, News and Data) dated 30 March 2010 to which AAP is a signatory.

Confidential Information means information of every kind and in any form (including, but not limited to, models, software and computer outputs) which is not excluded under clause 15.2, whether written or oral, of a business, financial or technical nature which is marked or otherwise indicated as being or is, or ought reasonably to be, known to be confidential and which is disclosed by either party (the Disclosing Party) to the other party (the Receiving Party) through its dealings with each other.

Digital Platform has the meaning given in the [Digital Terms](#)

Force Majeure Event means an event or circumstance beyond the reasonable control of a party including, without limitation, acts of terrorism, cyber-attack, acts of God, war, flood, fire, explosion, civil disobedience, and **for the benefit of AAP only**, legislation not in force at the date of this Agreement, labour disputes or delays by third parties, including, without limitation, subcontractors) and Information Sources. The parties agree that Force Majeure does not include Covid 19, or a similar epidemic.

GST has the meaning given in *A New Tax System (Goods & Services Tax) Act 1999 (Cth)*.

Information Source means a supplier of Source Material to AAP.

Insolvency Event means the happening of any of the following events in relation to a party:

- (a) if the party is a body corporate:
 - (i) the party becomes an externally-administered body corporate under the *Corporations Act 2001 (Cth)* or steps are taken by any person towards making the party an externally-administered body corporate;
 - (ii) a controller (as defined in section 9 of the *Corporations Act 2001 (Cth)*) has been appointed over any of the property of the party or any steps taken for the appointment of such a person;
 - (iii) the party has been served with a demand under section 459E of the *Corporations Act 2001 (Cth)* which the party is taken, under section 459F of the *Corporations Act 2001 (Cth)*, to have failed to comply with;
 - (iv) a resolution is proposed or is passed by the shareholders or directors of the party in relation to any reduction of capital, compromise with any creditor or the appointment of any person to administer the affairs of the party; or

- (v) the party is insolvent; and
- (b) if the party is an individual:
 - (i) the party authorises a registered trustee or solicitor to call a meeting of the party's creditors or proposes or enters into a deed of assignment or deed of arrangement or a composition with any of the party's creditors;
 - (ii) a person holding a security interest in assets of the party enters into possession of or takes control of any of those assets or takes any steps to enter into possession of or take control of any of those assets; or
 - (iii) the party commits an act of bankruptcy.

Monthly Charge means the monthly charges AAP has specified to you as the consideration for the supply of the AAP Service.

Platform Restrictions means:

- (a) the requirements set out in clause 4.4 of the General Terms;
- (b) in respect of the Digital Platforms (if any), the platform restrictions as defined in the [Digital Terms](#);
- (c) in respect of the Print Platform (if any), the platform restrictions as defined in the [Print Terms](#); and
- (a) in respect of the Print Platform (if any), the platform restrictions as defined in the Broadcast Terms.

Print Platform has the meaning given in the [Print Terms](#).

Print Terms means the [print terms](#) containing the terms on which content is licensed by AAP for use in print.

Source Material has the meaning given in clause 5.1(1).

Storage Periods means the display and storage period rights granted to Licensee under this Agreement.

Tax means any tax, levy, charge, impost, duty (including, without limitation, stamp duty), fee, deduction, compulsory loan or withholding which is assessed, levied, imposed or collected by any governmental agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed in respect of the above.

Territory means Australia.

User means a person who accesses, views or reads an Authorised Platform.

20 Interpretation

20.1 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words which are gender neutral or gender specific include each gender;
- (c) a reference to any person includes a company and any other form of business association whether incorporated or unincorporated and further includes any such person's successors and permitted assigns;
- (d) headings are for convenience only and do not affect the interpretation of this Agreement;
- (e) a term or expression defined in the *Corporations Act 2001 (Cth)*, the *Telecommunications Act 1997 (Cth)*, the *Broadcasting Services Act 1992 (Cth)* or the *Copyright Act 1968 (Cth)* but not defined in this Agreement has the same meaning as provided in that legislation; and
- (f) "including" and similar expression are not words of limitation.

Digital Terms

1 Definitions and Interpretation

In these Digital Terms, terms will have the same meaning as that set out in the AAP Newswire: Licensee Terms and Conditions ([General Terms](#)). The following terms shall also have the following meanings:

Application or App means one or more software programs developed or owned by Licensee, solely using the Authorised Brand, for specific use with a mobile phone or Tablet.

App Platform means the named app approved by AAP as a Digital Platform via which Licensee may display the AAP Service.

Digital Platform means any or all of the named Website Platforms, Mobile Web Platforms, App Platforms, Social Media Platforms, Plasma Platforms, RSS Feed Platform, Email Platform (or any other digital platform agreed to from time to time) for which Licensee has obtained prior written consent from AAP to display the AAP Service on.

Email Platform means electronic communication via the method known as “email” and approved by AAP as a Digital Platform via which Licensee may display the AAP Service.

EPA means European Pressphoto Agency BV.

Facebook means the social networking service and Website operated by Facebook, Inc. known as “Facebook”.

Facebook Home Page means a page on Facebook which is solely branded using the Authorised Brand.

Facebook Platform means the Facebook Home Page approved by AAP as a Digital Platform via which Licensee may display the AAP Service.

General Terms means AAP’s AAP Newswire: Licensee Terms and Conditions ([General Terms](#)).

Google Plus means the social network and mobile blogging service and website operated by Google Inc.

Google Plus Home Page means a page on Google Plus which is solely branded using the Authorised Brand.

Google Plus Platform means the Google Plus Home Page approved by AAP as a Digital Platform via which Licensee may display the AAP Service.

IPTV means an internet enabled television device.

Mobile Web Platform means the named mobile website approved by AAP as a Digital Platform via which Licensee may display the AAP Service.

Mobile Website means a website designed principally for viewing on mobile devices such as cellular telephones and Tablets.

MySpace means the social networking service known as “MySpace”.

Multimedia refers to any or a combination of images, photos, video/audio, cartoons, caricatures, graphics and similar material licenced to the Licensee by AAP.

PA means Press Association

Plasma Platform means plasma screens approved by AAP as a Digital Platform via which Licensee may display the AAP Service

Platform Restrictions has the meaning given in [section 2.1](#) of the Digital Terms.

Reuters means Thompson Reuters (Markets) Australia Pty Ltd.

RSS Feed means the delivery of limited extracts of the AAP Service to Users in a format generally known as Really Simple Syndication (RSS), to the extent that such extracts link back to Licensees Website Platform.

RSS Feed Platform the platform defined as the RSS feed approved by AAP as a Digital Platform via which Licensee may display the AAP Service

Social Media means digital sites that allow the creation and exchange of user-generated content and which are operated or owned by a third party (such as Facebook, Twitter or Google plus) but which allow a user to create their home page.

Social Media Home Page means a page on an approved Social Media Platform which is solely branded using the Authorised Brand.

Social Media Platform means a named social media site approved by AAP as a Digital Platform via which the Licensee may display the AAP Service.

Tablet means a tablet shaped device with colour displays and running lightweight operating systems (such as iOS and Android). It does not include e-readers or portable computers running full operating systems such as Windows.

Twitter means the social network and mobile blogging service and Website operated by Twitter, Inc known as “Twitter”.

Twitter Home Page means a page on Twitter which is solely branded using the Authorised Brand.

Twitter Platform means the Twitter Home Page approved by AAP as a Digital Platform via which Licensee may display the AAP Service.

URL means Uniform Resource Locator.

Website Platform means named website approved by AAP as a Digital Platform via which Licensee may display the AAP Service.

YouTube means the video sharing site with such name operated by Google Inc.

1.1 All references to clauses are references to clauses of the [General Terms](#) and all references to sections under these Digital Terms are references to sections of these Digital Terms.

1.2 These Digital Terms apply only to use of text and multimedia from the AAP Service on Digital Platforms.

2 Supply and use of AAP Services

2.1 AAP licenses the text or multimedia included in the AAP Service on a non-exclusive, non-transferable basis to Licensee only for the following uses, and only where such platform is an authorised Digital Platform (Platform Restrictions):

- (1) for the Website Platform or the Mobile Web Platform, for display to and storage in computer readable form to enable viewing by a User accessing the approved URL provided that such viewing is solely for personal, non-commercial use by the User;
 - (2) for the App Platform, for transmission to and display on User’s mobile phone or Tablet (as the case may be) to enable viewing by the User, provided that such viewing is solely for the personal, non-commercial use by the User;
 - (3) subject to section 2.2 below, for the Social Media Platform
 - (a) for text, display the headline and first sentence of text, marked as being sourced from “AAP” only, on the Social Media Home Page provided that the headline and first sentence link directly back to the main article on the Licensee’s Website which must be an authorised Digital Platform under this Agreement and that such viewing is solely for personal, non-commercial use by the User
 - (b) for images, display a low resolution thumbnail image and headline marked as being sourced from “AAP” only, on the Social Media Home Page provided that the image and headline link directly back to the main image on Licensee’s Website which must be an authorised Digital Platform under this Agreement and that such viewing is solely for personal, non-commercial use by the Userf
 - (c) for video, display a screen shot of the video and headline, marked as being sourced from “AAP” only on the Social Media Home Page provided that the screen shot and headline link directly back to the Video on Licensee’s Website which must be an authorised Digital Platform under this Agreement and that such viewing is solely for personal, non-commercial use by the User;
 - (4) for the RSS Feed Platform, for transmission and display as part of that feed to enable viewing by the User, provided that the links in the RSS Feed link back to Licensee’s Website which must be an authorised Digital Platform under this Agreement and that such viewing is solely for the personal, non-commercial use by the User;
 - (5) (for the Plasma Platform, for transmission to and display on Plasma or LCD screens in Australia, provided that such transmission and display are solely for personal, non-commercial use by the User;
 - (6) for the Email Platform, for emailing to Licensee’s customers (Users) solely for personal, non-commercial use of User and subject to the following terms:
- (e) the e-newsletter may only be emailed to subscription Users only who opt in to take receive the e-newsletter (no spamming);

- (f) the e-newsletter will contain an express prohibition on redistribution and commercial use by the User;
- (1) Licensee must not enter into any agreement to provide items from the AAP Service to libraries or media monitors, or which allows clipping in any form;
 - (2) Licensee may not stream news to Users or create a service that in any way replicates a breaking news streaming service.

2.2 If any changes are made to the terms and conditions of use of any Social Media Platform which are not acceptable to AAP (in its reasonable opinion), AAP may immediately cancel Licensee's right to use on the Social Media Platform or any Social Media Home Page any text or multimedia included in the AAP Service. In these circumstances Licensee must immediately cease using text and multimedia included in the AAP Service on the Social Media Platform or any Social Media Home Page, and must delete from such page any such text or multimedia which have been included on the page.

2.3 The licence in [section 2.1](#) does not include a right to conduct any of the following in relation to text or multimedia derived from the AAP Service (Prohibited Uses) whether in the form in which they are displayed on the Digital Platform or otherwise:

- (a) framing the text or multimedia (except for framing by Licensee within its authorised Digital Platforms);
 - (b) using the full text or multimedia on any other platform that is not an authorised Digital Platform;
 - (c) using any other functionality or application which extends or replaces the prohibited uses specified in sections 2.3(a) or 2.3(b).
- except as expressly permitted in this Agreement.

2.4 Notwithstanding section 2.3 above but subject to all other terms of this Agreement, Licensee may allow Users to utilise Social Media features in connection with the AAP text, image or video, such as 'share', 'email', 'tagging', 'like pages' provided that this ability is limited solely to the transmission of the headline and first line of the story, low resolution thumbnail image with headline or video screenshot with headline, as the case may be, and that the headlines, image or video screen shot link directly back to the main article, image or video on Licensee's Website which must be an authorised Digital Platform under this Agreement and that such display is solely for personal, non-commercial use by the User. AAP may, in its absolute discretion and without any penalty, immediately terminate the right contained in this section 2.5 at any time.

2.5 For the avoidance of doubt, Licensee is not obliged to implement active measures to prevent the Prohibited Uses. Licensee's only obligations in regard to the Prohibited Uses are:

- (a) to include in its User Agreements an obligation on the Users not to engage in the Prohibited Uses;
- (b) to report all material incidents involving the Prohibited Uses within Licensee's actual knowledge to AAP;
- (c) not to encourage third parties to engage in the Prohibited Uses; and
- (d) to provide reasonable assistance to AAP to stop any Prohibited Uses by the Users or others.

2.6 Licensee must:

- (a) ensure and procure that all distribution of text or multimedia from the AAP Service is on terms that Licensee's Users observe all restrictions imposed on text or multimedia from the AAP Service set out in this Agreement;
- (b) promptly notify AAP on becoming aware of any material breach by a User of any of the restrictions;
- (c) provide reasonable assistance to AAP to stop any Users or others acting in a manner contrary to section 2.6(a).

2.7 Legal Stories keyword

Licensee acknowledges that all AAP court stories and other stories with potential legal issues may (but not necessarily will) carry the master keyword Legal (Legal Stories) in the keyword field which allows Licensee to block such stories if they choose. This feature is provided so that Licensee can, if they so wish, choose to block Legal Stories from direct internet publication in order that the Licensee can review and make their own determination about whether or not they wish to publish Legal Stories. AAP's editorial team provides this feature to assist customers only and AAP makes no representations that all stories with possible legal issues will be tagged, updated with a tag or that a tagged story has been appropriately tagged. AAP has no liability whatsoever for omitting to tag a story with the Legal Stories keyword, omitting to update a story with the Legal Stories keyword or for anything arising as a result of AAP tagging a story with the Legal Stories keyword. Notwithstanding anything in this clause Licensee must comply with all Take Down Notices.

Accreditation, copyright and disclaimer notices (Digital Platforms)

Licensee must comply with the following accreditation, copyright and disclaimer notice requirements for Digital Platforms.

3.1 Websites and Mobile Website Platform



- (a) accredit AAP for all text used from the AAP Service by displaying the AAP logo (globe symbol) with a display resolution of at least 50 x 25 pixels in a prominent position on each page of the Website (or in the case of a Mobile Website, in an appropriate size provided that the AAP logo remains prominent and recognisable) where the text is displayed;
- (b) for text, include the further accreditation “AAP” at either the beginning or end of each news text item, in the same font and type size as the news text item;
- (c) for images, include the word “AAP” immediately below the image and as practicable with respect to caption space constraints - the photographer’s byline
- (d) for video, retain the AAP visual presentation on the last frame of the video;
- (e) for all text, image and video, include a copyright notice in the form ‘©[year] AAP’ with a hypertext link from the copyright notice to the detailed notice and disclaimer set out below:

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AAP content is owned by or licensed to Australian Associated Press Limited and is copyright protected. AAP content is published on an “as is” basis for personal use only and must not be copied, republished, rewritten, resold or redistributed, whether by caching, framing or similar means, without AAP’s prior written permission. AAP and its licensors are not liable for any loss, through negligence or otherwise, resulting from errors or omissions in or reliance on AAP content. The globe symbol and “AAP” are registered trade-marks.



- (2) AP include a copyright notice in the form ‘©[year] The Associated Press. All rights reserved. This material may not be published, broadcast, rewritten, or redistributed.’ with a hypertext link from the copyright notice to the detailed notice and disclaimer set out below;
- (a) for text, include an attribution notice in the form ‘AP’ or ‘by the Associated Press’;
- (b) for images, include the word “AP” immediately below the image and, as practicable with respect to caption space constraints - the photographer’s byline.
- (c) video, or immediately below, the words “Associated Press”.

ASSOCIATED PRESS (AP) DISCLAIMER AND COPYRIGHT NOTICE

Associated Press (AP) text, photos, graphics, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither AP materials nor any portion thereof may be stored in any electronic or other system except for personal, non-commercial use. AP will not be held liable in any way to the User or to any third party or to any person who may receive information in Service or to any person whatsoever, for any delays, inaccuracies, errors or therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of th foregoing or occasioned thereby.

(3) THOMSON REUTERS

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- (a) for text, include an attribution notice in the form 'REUTERS' or 'by Reuters';
- (b) for images, include the word "REUTERS" immediately below the image and, as practicable with respect to caption space constraints - the photographer's byline.

THOMSON REUTERS DISCLAIMER AND COPYRIGHT NOTICE

Licensee acknowledges and agrees that text or Multimedia from Thomson Reuters are for the personal, non-commercial use only of Users and not otherwise for copying, archiving, storing, republication, re-distribution, re-dissemination, publication or any other commercial exploitation in any form or by any method whatsoever by Licensee, Users or any other persons. Thomson Reuters will not be held liable in any way to the User or to any third party or to any person who may receive information in Service or to any person whatsoever, for any delays, inaccuracies, errors or therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing or occasioned thereby.

3.2 App Platform

Where the authorised Digital Platform is the App Platform after text or multimedia or a group of text or multimedia supplied by:

- (a) AAP, include the word "AAP" and, for images, the photographers byline;
- (b) AP, include the words "©[year] The Associated Press" and, for images, the photographers byline;
- (c) subject to section 3.7 below, in respect of items from any other Information Source, "[Source]/AAP".
- (d) Reuters, include the words "©[year] Reuters" and, for images, image and, as practicable with respect to caption space constraints - the photographer's byline;
- (e) include the copyright and disclaimer notices set out in section 3.1 above in the terms and conditions of use of the App (whether contained in the App or a link or otherwise).

3.3 Social Media Platform

Where the authorised Digital Platform is a Social Media Platform, Licensee must comply with section 3.1 above by including the relevant text where the text, image or video appears on Licensee's Website which is an authorised Digital Platforms under this Agreement.

3.4 RSS Feed Platform

Where the authorised Digital Platform is an RSS Feed Platform Licensee must comply with section 3.1 above by including the relevant text where the text, image or video appears on Licensee's Website which is an authorised Digital Platforms under this Agreement.

3.5 Plasma Platform

Where the authorised Digital Platform is the Plasma Platform after text or multimedia supplied by:

- (a) AAP, include a copyright and disclaimer notice in the form '©[year]AAP';
- (b) AP, include a copyright and disclaimer notice in the form 'AP' or 'by the Associated Press';
- (c) subject to section 3.7 below, in respect of items from any other Information Source, "[Source]/AAP".

3.6 Email Platform

Where the authorised Digital Platform is the Email Platform after text or images with accreditation in the form:

- (a) “©[year]AAP where the information source is AAP and, for images, the photographers byline;
- (b) “©[year] The Associated Press” where the information source is AP and, for images, the photographers byline;
- (c) subject to section 3.7 below, in respect of items from any other Information Source, “[Source]/AAP”.

- 3.7 If AAP indicates at the time of transmission that text or multimedia are sourced by AAP from any other Information Source, Licensee must after the text or multimedia, display the copyright and disclaimer notice required by that Information Source as notified by AAP in relation to that text or multimedia.
- 3.8 AAP may give Licensee written notice to rectify Licensee’s failure to display accreditation, copyright and disclaimer notices in accordance with this clause 3. Licensee must rectify such failure by the end of the Business Day following receipt of that written notice.
- 3.9 AAP may request reasonable changes to the requirements set out in this section 3 at any time by notice in writing to Licensee. Licensee must comply with such notice within 30 days of receipt.

Print Terms

1 Definitions and Interpretation

In these Print Terms, terms will have the same meaning as that set out in the AAP Newswire: Licensee Terms and Conditions ([General Terms](#)). The following terms shall also have the following meanings:

Authorised Publication means a print or digital facsimile publication in which Licensee is permitted to publish items from the AAP Service.

Platform Restrictions has the meaning given in section 2.1.

Print Platform means publication in the Authorised Publication in hard copy print and digital facsimile copy in accordance with these Print Terms.

Reuters means Thompson Reuters (Markets) Australia Pty Ltd.

All references to clauses are references to clauses of the [General Terms](#) and all references to sections under these Print Terms are references to sections of these Print Terms.

These Print Terms apply only to use of text and images from the AAP Service in Authorised Publications.

2 Supply and use of AAP Service

2.1 AAP grants to Licensee a non-exclusive, non-transferable right and licence only to (**Platform Restrictions**):

- (1) publish in hard copy print and, only with prior consent, digital facsimile items from the AAP Service in the Authorised Publication for editorial purposes only;
- (2) reproduce and store items from the AAP Service, solely to the extent necessary to exploit Licensee's rights under section 2.1(1),

and not otherwise use items from the AAP Service for inclusion in electronic databases or online publications on the world wide web or similar outlets (including social media), whether now existing or to be developed in the future, or storage, copying, up or downloading, posting, transmission, republication, redistribution, re-dissemination, publication, broadcast, communication or exploitation (whether commercially or otherwise) by any person in any form by any method whatsoever unless otherwise authorised by AAP.

3 Accreditation

Licensee must acknowledge the source of the items contained in the AAP Service as follows:

- (1) "AAP" where the information source is AAP;
- (2) "©[year] The Associated Press" where the information source is AP;
- (3) Reuters, include the words "©[year] Reuters" and, for images, image and, as practicable with respect to caption space constraints - the photographer's byline;
- (4) "©[year]" where the information source is AP; and
- (5) in respect of items from any other Information Source, "[Source]/AAP".

AAP may give Licensee written notice to rectify Licensee's failure to display the accreditation or copyright notices set out in this section 3. Licensee must rectify such failure by the end of the following Business Day upon receipt of written notice.

AAP may request changes to the requirements set out in this section 3 at any time by notice in writing to Licensee. Licensee must comply with such notice within 30 days of receipt.

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Broadcast Terms (TV)

1 Definitions and Interpretation

In these Broadcast Terms (TV), terms will have the same meaning as that set out in the [General Terms](#). The following terms shall also have the following meanings:

- (a) **Authorised Broadcaster** means the television station(s) which is/are permitted to broadcast items from the AAP Service as approved in writing by AAP.
- (b) **Broadcast Platform(s)** means display of audio-visual video via traditional broadcast methods namely analogue and digital television.

These Broadcast Terms apply only to use of the AAP Service on a Broadcast Platform.

2 Supply and use of AAP Service

- (1) You must seek consent first from AAP for use of items from the AAP Service on a Broadcast Platform.
- (2) AAP grants to Licensee a non-exclusive, non-transferable right and licence during the Term only to **(Platform Restrictions)**:
 - (a) access and use items from the AAP Service for the purpose of producing news bulletins in video form **(Bulletins)**;
 - (b) broadcasting of Bulletins by the Authorised Broadcasters in video form direct to the viewers of Authorised Broadcaster(s);
 - (c) creation of current affairs programs; and/or
 - (d) any other purpose as granted as agreed to in writing pursuant an executed agreement between you and AAP,

and *not otherwise* for dissemination in video, audio or text form to, or distribution via, any other television station, via electronic databases or online distribution via the internet (including social media) or similar outlets, whether now existing or to be developed in the future, or storage, copying, up or downloading, posting, transmission, republication, redistribution, dissemination, publication, broadcast, communication or exploitation (whether commercially or otherwise) by any person in any form by any method whatsoever, unless otherwise authorised by AAP in writing.

3 Accreditation

- (1) If a Bulletin or set of Bulletins was compiled using the Service and contains an acknowledgment of sources, AAP's preferred form of acknowledgment of AAP and its Information Sources is by Licensee including in the broadcast or the rolling credits words to the effect: "compiled from/with the assistance of the resources of AAP".
- (2) Where it is impracticable for Licensee to comply with these accreditation requirements, Licensee may acknowledge AAP and its Information Sources on Licensee's associated websites.
- (3) AAP may request reasonable changes to the requirements set out in this section at any time by notice in writing to Licensee. Licensee must comply with such notice within 30 days of receipt.

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Broadcast Terms (Radio)

1 Definitions and Interpretation

1.1 In these Broadcast Terms (Radio), terms will have the same meaning as that set out in the [General Terms](#) unless otherwise specified below. The following terms shall also have the following meanings:

Authorised Broadcaster means the radio station(s) which is/are permitted by AAP to broadcast items from the AAP Service.

Broadcast Platform(s) means broadcast via analogue or digital radio.

1.2 All references to clauses are references to clauses of the General Terms and all references to sections are references to sections of these Broadcast Terms.

1.3 These Broadcast Terms apply only to use of text from the AAP Service on Broadcast Platform(s).

2 Supply and use of AAP Service

AAP grants to Licensee a non-exclusive, non-transferable right and licence during the Term only to (Platform Restrictions):

- » access the AAP Service and use items from the AAP Service for the purpose of producing news bulletins and current affairs programing in audio form (Bulletins); and
- » broadcasting of Bulletins by the Authorised Broadcasters in audio form free-to-air direct to the listeners of Authorised Broadcaster(s) and by way of contemporaneous transmission of the Authorised Broadcasters programming over the Internet (broadcast only);

and not otherwise for dissemination in audio or text form to, or distribution via, any other radio station, via electronic databases or online distribution or similar outlets, whether now existing or to be developed in the future, or storage, copying, up or downloading, posting, transmission, republication, redistribution, re-dissemination, publication, broadcast, communication or exploitation (whether commercially or otherwise) by any person in any form by any method whatsoever, unless otherwise authorised in this Agreement.

3 Accreditation

- » If a Bulletin or set of Bulletins was compiled using the Service and
- » contains an acknowledgment of sources, AAP's preferred form of acknowledgment of AAP and its Information Sources is by Licensee including in the broadcast or the rolling credits words to the effect: "compiled from/with the assistance of the resources of AAP".
- » Where it is impracticable for Licensee to comply with 3.1 above, Licensee may acknowledge AAP and its Information Sources on Licensee's associated websites.
- » AAP may request reasonable changes to the requirements set out in this section 3 at any time during the Term by notice in writing to Licensee. Licensee must comply with such notice within 30 days of receipt.

4 Rewriting

- » Licensee must ensure that its use of any it from the AAP Service is a faithful reproduction. The facts, content and intent of any item contained in the AAP Service must not be changed in form or spirit. If requested by AAP, Licensee will assign to AAP all copyright or other rights of Licensee in the re-written form of any item from the AAP Service.

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