

AAP Publish

Text and Multimedia Service Pack

This document is a Service Pack for the purposes of the Customer's Enterprise Customer Agreement or AAP Publish Platform Licence.

This document should be read together with the Customer's Enterprise Customer Agreement or AAP Publish Platform Licence.

This Service Pack applies to Customers who are licensing all, or any of, AAP text, images, or video from Pagemasters for use on a Customer Website (being, for the sake of clarity, the AAP Publish Platform licensed by the Customer under the AAP Publish Platform Licence)

See clauses 15 and 16 for the meaning of capitalised terms.

1. Licence to use AAP Content

- 1.1 Pagemasters licenses the AAP Content on a non-exclusive, non-transferable basis to the Customer for display on the Customer's Website only to enable viewing by Users provided that such viewing is solely for personal, non-commercial use by the User.
- 1.2 If the Customer is a Lite Customer, the Customer may display no more than twenty-five (25) AAP images and twenty-five (25) AAP stories per month and/or as otherwise agreed between the parties in writing, including in relation to AAP video, on the Customer's Website.
- 1.3 If the Customer is a Pro Customer, the Customer may display no more than fifty (50) AAP images and fifty (50) AAP images per month and/or as otherwise agreed between the parties in writing, including in relation to AAP video, on the Customer's Website.
- 1.4 If the Customer is an Enterprise Customer, the Customer may display AAP Content on the Customer's Website as permitted in the Enterprise Customer Agreement.
- 1.5 The Customer acknowledges and agrees that AAP Content is for the personal, non-commercial use only of the Customer and Users and not otherwise for copying, archiving, syndication, storing, re-publication, re-distribution, re-dissemination, publication or any other commercial exploitation in any form or by any method whatsoever by the Customer, Users or any other persons.
- 1.6 The Customer must inform Pagemasters if, to the Customer's actual knowledge, any person is using any AAP Content by way of syndication, re-publication, re-distribution or re-dissemination in broadcast, electronic or hard copy form for gain or otherwise than for personal, non-commercial use.



- 1.7 If a Customer is licensing AAP video for display on the Customer Website, then the parties agree that the provisions of special condition 1 will apply.
- 1.8 The licence in clause 1 does not include a right to allow hyperlinking by Users to AAP Content for non-personal or commercial use by Users.
- 1.9 Subject to the Documents, Pagemasters will provide the Customer with access, via a dedicated username and password, to the pool of stories, images and video created by AAP and made available to the Customer via the 'AAP Publish' digital interface platform.
2. **Sharing on social media**
 - 2.1 Subject to the Documents, the Customer may display text and Multimedia via Social Media Sites and, may allow Users to utilise features of Social Media Sites in connection with the AAP Content, such as 'share', 'email', 'tagging' and 'like' features provided that display on Social Media Sites is limited solely to the transmission of: for text - the headline and first line of the story; for images - a low resolution thumbnail image with headline; and/or for video: a screenshot, and provided that the headlines, image thumbnail, or video screenshot, as the case may be, link directly back to the relevant article, image, or video on the Customer's Website and that such display of the AAP Content is solely for personal, non-commercial use of a User.
 - 2.2 Pagemasters may, in its absolute discretion and without liability to the Customer, immediately terminate the right contained in clause 2.1 at any time.
 - 2.3 This clause 2 expressly prevails over any other clause in the Documents.
3. **Users**
 - 3.1 The Customer must:
 - (a) ensure and procure that all displays of AAP Content on the Customer's Website is on terms applying to Users that are consistent with the restrictions relating to AAP Content set out in this Service Pack;
 - (b) promptly notify Pagemasters on becoming aware of any material breach by a User of any of the restrictions;
 - (c) provide reasonable assistance to Pagemasters to stop any Users or others acting in a manner contrary to clause 3.1(a).
4. **Display and storage periods**
 - 4.1 The Customer must comply with any limitations contained in the special instructions or use restrictions accompanying the AAP Content (for example limits on territory or display times).



- 4.2 Subject to any specific restrictions displayed with, marked on or accompanying an item, the Customer may display on the Customer's Website and store in computer readable form, in accordance with this Service Pack, AAP Content on a once-only basis for a period of not more than thirty (30) days, from the date upon which the AAP Content is received by the Customer from Pagemasters (**Storage Period**).
- 4.3 The Customer must delete all AAP Content at the end of the Storage Period. Despite this clause 4, the Customer must not display any AAP Content that Pagemasters has retracted, cancelled or modified under clause 6.1(i).
5. **Archiving**
- 5.1 The Customer may not maintain any archival or historical database of any kind (whether digital or otherwise) of AAP Content. This prohibition includes the storage of AAP Content for future retrieval but does not prevent the Customer from storing AAP Content:
- (a) in a temporary location in accordance with this Service Pack for access by Users; and
 - (b) upon expiry of the Storage Period solely for the Customer's internal legal, taxation and administrative purposes.
6. **Platform restrictions**
- 6.1 The Customer must:
- (a) not use AAP Content on any platform other than the Customer's Website;
 - (b) not merge the Customer's Website with another platform or site for distribution of the AAP Content through the acquisition of, or merger with, another distributor of content or through co-branding;
 - (c) not enter into any agreement to provide AAP Content to libraries or media monitors, or allow clipping in any form;
 - (d) not use AAP Content in a manner or context that damages the reputation or goodwill of Pagemasters, AAP or any third party supplier;
 - (e) not use AAP Content in a manner or context that is reasonably likely to be obscene, defamatory, or offensive to any person or classes of persons;
 - (f) not use AAP Content in conjunction with, or adjacent to, material of an erotic nature;
 - (g) not distort the meaning of any AAP Content or subject any part of the AAP Content to derogatory or defamatory treatment;



- (h) despite anything to the contrary in the Documents, comply with any specific form of use or restriction marked on or accompanying any AAP Content; and
- (i) despite anything to the contrary in the Documents, observe and comply, without delay, with all instructions from Pagemasters or AAP regarding display of corrections, retractions or apologies in the form requested by Pagemasters or AAP or in respect of the taking down of AAP Content.

6.2 Nothing in this section 6 will restrict the Customer from reporting the news truthfully.

7. Clearances and sporting content

7.1 Clearances

7.2 Except where the Customer is using the AAP Content for the purposes of reporting current news, the Customer is fully responsible for obtaining, at its own cost, any necessary rights clearances from third parties relating to any part or aspect of AAP Content which may be protected by proprietary rights, copyright, neighbouring rights (including moral rights and performers' rights) or privacy rights prior to the use of such AAP Content by the Customer, including:

- (a) clearances from people whose name, portrait or images or performance appears in the relevant AAP Content; 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 AAP Content.

7.3 Sporting content

7.4 Pagemasters' ability to include sporting text, data and images as part of the AAP Content is contingent upon the terms of accreditation imposed on AAP by any relevant sporting organisations. If any sporting organisation imposes any restrictions or limitations on AAP in terms of AAP coverage of any sporting events or fixtures, the Customer acknowledges and agrees that Pagemasters' ability to supply the AAP Content will be similarly limited or restricted. Additionally, the Customer must 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 the Customer by Pagemasters or AAP.

7.5 Code of Practice for Sports News Reporting

7.6 The Customer acknowledges that Pagemasters' licensing of sporting content is subject to the Code of Practice for Sports News Reporting. The Customer must not use any sporting content it receives from Pagemasters for Commercial Use. For the purposes of this clause



7.6, “*Commercial Use*” means the sale, 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, webpages, the Customer’s Website 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, merchandise such as memorabilia, collector’s cards, calendars, clothing, packaging or competitions.

7.7 **Sporting images**

7.8 The Customer must comply with any additional conditions notified by Pagemasters or AAP to the Customer as a condition of using sporting images. In particular, the Customer must not use 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.

7.9 Pagemasters may immediately cancel the Customer’s right to use any sporting images if Pagemasters or AAP is requested by the relevant sporting body or authority to cease using such sporting images. In these circumstances the Customer must immediately cease using the sporting images included in the AAP Content.

8. **Errors, corrections and retractions**

8.1 The Customer must ensure that Pagemasters has, at all times, up-to-date contact details (including email address and phone numbers) of the person or persons (during business hours and outside business hours) authorised by the Customer to receive and, without delay, act upon corrections, retractions or apology notices issued by Pagemasters or AAP.

9. **Accreditation**

9.1 The Customer must comply with the following accreditation, copyright and disclaimer notice requirements. The Customer must:

- (a) accredit AAP for all text used 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 Customer’s Website 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; and
- (e) for all AAP Content, include a copyright notice in the form ‘©[year] AAP’ and must display in a reasonably prominent place in the legal terms and conditions of the Customer’s Website the following detailed notice and disclaimer:

AAP DISCLAIMER AND COPYRIGHT NOTICE

AAP content is owned by Australian Associated Press Pty Ltd 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 trademarks.

- 9.2 Pagemasters or AAP may give the Customer written notice to rectify the Customer’s failure to display accreditation, copyright and disclaimer notices in accordance with this clause 9. The Customer must rectify such failure by the end of the Business Day following receipt of that written notice.
- 9.3 Pagemasters may request reasonable changes to the requirements set out in this clause 9 at any time by notice in writing to the Customer. The Customer must comply with such notice within thirty (30) days of receipt.
- 10. **Trade marks**
 - 10.1 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 Service Pack is for the sole benefit of AAP. The Customer must not knowingly or recklessly take any action which is inconsistent with AAP’s rights in the AAP Trade Mark.
 - 10.2 Pagemasters grants the Customer a non-exclusive licence to use the AAP Trade Mark:
 - (a) to the extent reasonably necessary to identify the AAP Content as originating from AAP; and
 - (b) otherwise, with the prior written permission of Pagemasters.
 - 10.3 The Customer must not display, on any pages containing AAP Content, the name, logo or trade mark or other identifier of any third party in such a manner as to give a User or a viewer the impression that such third party is a publisher of AAP Content. This clause is not

intended to prohibit conventional advertising or sponsorships that do not create such impression.

- 10.4 The Customer must not include any advertising or sponsorship in connection with AAP Content that:
- (a) breaches any law or regulation where the Customer's Website may be used or viewed; or
 - (b) falsely implies that the advertiser or sponsor is associated with Pagemasters, AAP or any third party supplier to Pagemasters.

11. **Security**

- 11.1 The Customer must ensure that any username and password used to access any part of the AAP Content is kept secure. The Customer must take all reasonable steps to prevent unauthorised use of the username and password and unauthorised access to the AAP Content. The Customer is responsible for all use of the AAP Content made using such usernames and passwords, unless the Customer promptly notifies Pagemasters of a security breach in which case the Customer is not liable for unauthorised use after notification.
- 11.2 The Customer must use commercially reasonable means to protect the security of the AAP Content on the Customer's Website, from unauthorised access, modification or distribution. Upon becoming aware of a breach of security, the Customer must take prompt action to remedy such breach to protect the AAP Content.

12. **Acknowledgements, warranties and indemnities by the Customer**

- 12.1 The Customer acknowledges and agrees that:
- (a) Pagemasters includes AAP Content from its own sources and from third party suppliers;
 - (b) Pagemasters reserves sole editorial discretion in relation to the form and content of the AAP Content;
 - (c) Pagemasters and AAP retain all intellectual property rights in the AAP Content; and
 - (d) telecommunications charges incurred in accessing the AAP Content are the Customer's own responsibility and cost.
- 12.2 The Customer warrants to Pagemasters that:
- (a) the Customer has authority to enter into this Service Pack;
 - (b) the Customer will not, and it will procure that Users do not, use or distribute any part of the AAP Content in such a manner so as to harm or reduce the legal



protection accorded to the copyright and all other rights of Pagemasters and or AAP and it will not use or distribute any part of the AAP Content in transmissions or other publications which are reasonably likely to be obscene, defamatory, or offensive to any person or classes of person; and

- (c) the Customer will use, and will procure that Users use, the AAP Content on the Customer's Website only as permitted by this Service Pack.

12.3 The Customer indemnifies Pagemasters, AAP and its third party suppliers against any loss, cost, expense, claim, liability, action, proceeding, damages or demand (including reasonable legal costs) that Pagemasters or the third party supplier suffers or incurs as a result of a breach by the Customer or any User's breach of the warranties in clause 12.2. The Customer agrees that this clause 12.3 is enforceable by and for the benefit of Pagemasters, the AAP Group and their third party suppliers.

12.4 Where any claims or legal actions of a third party for defamation are made or commenced against the Customer howsoever arising, the Customer:

- (a) acknowledges and agrees that Pagemasters and AAP will have no liability in respect of any such claims or legal actions or any expenses or damages suffered or incurred by the Customer as a result of such claims or legal actions; and
- (b) waives and releases Pagemasters and AAP from any liability in respect of such claims or legal actions.

12.5 The Customer acknowledges that whilst Pagemasters will apply appropriate professional standards to verify, identify and/or correct errors or retract allegedly defamatory material or identify any third party intellectual property rights in all content contained in the AAP Content, Pagemasters is not able to provide a guarantee that the AAP Content is free of such errors or material.

13. **Warranties and indemnity by Pagemasters**

13.1 Pagemasters warrants to the Customer that:

- (a) Pagemasters has authority to enter into this Service Pack; and
- (b) the AAP Content, if used as permitted by this Service Pack, will not infringe the copyright or any other intellectual property rights of any third party.

13.2 Subject to the Documents, Pagemasters indemnifies the Customer against any liabilities, losses, expenses, damages or other costs (including, reasonable legal costs) that the Customer suffers or incurs as a result of a breach by Pagemasters of clause 13.1 provided that:



- (a) the relevant claim does not arise from any modification to AAP Content made by the Customer or any person receiving AAP Content through the Customer;
- (b) the relevant claim does not arise as a result of a combination of AAP Content with third party content (ie non-AAP Content);
- (c) the relevant claim does not concern AAP Content where Pagemasters or AAP has notified the Customer such content should not be used; and
- (d) the relevant claim does not arise as a result of a breach by the Customer of clause 6.

13.3 If the Customer wishes Pagemasters' indemnity under clause 13.2 to apply to a claim or legal action of a third party made or commenced against the Customer then the Customer must:

- (a) promptly notify Pagemasters that a claim or legal action has been made or commenced against the Customer in respect of which indemnity may be sought from Pagemasters;
- (b) make no admissions of liability in relation to the claim;
- (c) provide Pagemasters with the opportunity to conduct settlement negotiations and/or the applicable proceedings on behalf of the Customer (and Pagemasters is required to have due regard to the input and interests of the Customer); and
- (d) provide Pagemasters with all reasonable assistance requested by Pagemasters.

13.4 Pagemasters' indemnity under clause 13.2 will not apply to the extent that liabilities, losses, expenses, damages or other costs are caused or contributed to by the negligence or wilful default of the Customer.

14. **Termination**

14.1 Upon termination of this Service Pack:

- (a) all licences granted in respect of AAP Content under this Service Pack terminate immediately;
- (b) the Customer must cease using all AAP Content and the AAP Trade Mark and/or the trademark of any third party supplier to Pagemasters;
- (c) Pagemasters or AAP will be entitled to delete or require deletion of all copies of AAP Content from the Customer's Website, its computer systems and from any other means of storage in the Customer's its possession, power, custody or control; and
- (d) the Customer must remove all references to AAP and Pagemasters from the Customer's Website.

15. Definitions

In this Service Pack, the following words have these meanings unless the contrary intention appears:

15.1 **AAP Content** means text, images and video (as applicable) which is owned by, or licensed to, Pagemasters.

15.2 **Pagemasters Trade Mark** is as follows: 

“AAP” (under licence from Australian Associated Press Pty Limited)



15.3 **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.

15.4 **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.

15.5 **Social Media Sites** means social media sites that allow the creation and exchange of user-generated content and which are operated or owned by a third party and which allow a User to create their home page.

15.6 **User** means a person who views the Customer’s Website.

16. Interpretation

16.1 Capitalised terms used but not defined in this Service Pack have the meanings given to them in the AAP Publish Platform Licence.

16.2 The rules of interpretation in the AAP Publish Platform Licence apply to this Service Pack with the necessary changes.

16.3 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 Service Pack has the same meaning as provided in that legislation.

Special Conditions to AAP Text and Multimedia Service Pack

1. **AAP video content**

1.1 Customer may:

- (a) display and exhibit the AAP videos in a form different to the form as delivered to Customer provided that such form does not materially change the substance of the relevant AAP Videos;
- (b) reformat, digitize, compile, segment, edit, alter, adapt, enhance, index, mix, customize, add commentary, and repackage the content of the AAP Videos and any portions thereof for the purpose of incorporating the AAP Videos into, and customizing it for, Customer's Websites, provided that Customer does not materially change the substance of the relevant AAP Videos;
- (c) promote, market, and advertise the AAP Videos or any portions thereof in accordance with the terms of this Service Pack;
- (d) use Customer's logos in association with the AAP Videos provided that Customer does not insert such logos into the AAP Videos itself, and further provided that Customer retains the existing AAP logos in the AAP Videos, and otherwise complies with the credits and accreditation and copyright notice requirements under this Agreement;
- (e) if applicable, classify and index the AAP Videos into Customer's Website search engines and indexes;
- (f) share on social media via a screenshot, where practicable, of the AAP Videos linking back to the Customer's Website. Pagemasters or AAP may immediately revoke this right at any time;
- (g) display or otherwise retain each individual downloaded AAP Videos in an on-line electronically retrievable format for the maximum of thirty (30) days, subject to the special instructions accompanying the AAP Videos, or as otherwise advised to Customer by Pagemasters or AAP from time to time, after delivery of the AAP Videos.