

DIGITAL CONTENT ACCESS SUBSCRIPTION TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms, words and phrases have the meaning given to them in the Order, the General Terms and this paragraph 1.

- (a) **"Affiliate"** means any of the entities expressly listed in the Affiliate access section of the Order if applicable, for so long as that entity retains greater than 50% common ownership with Client.
- (b) **"Channel"** means either a Third Party Channel or the FT Site.
- (c) **"Content"**, for the purposes of this Product Schedule, means Content made available through the FT Site (including content from the FT Site which is made available via any permitted Third Party Channel).
- (d) **"Core Reader"** means an individual requiring access to nine or more articles within any period of thirty days during the Service Period.
- (e) **"Copyright Policy"** means FT's current copyright policy available by clicking on the ["Copyright policy"](#) link on the bottom of each page of the FT Site.
- (f) **"Data Protection Laws"** means any data protection legislation applicable to FT's processing of Reader Data from time to time, including the Data Protection Act 2018 and all subordinate legislation, the General Data Protection Regulation ("**GDPR**") and the Regulation on Privacy and Electronic Communications.
- (g) **"FT Site"** means FT.com, FT.com mobile and online digital apps and services.
- (h) **"Privacy Policy"** means FT's current privacy policy available by clicking on the ["Privacy policy"](#) link on the bottom of each page of the FT Site.
- (i) **"Reader"** means an individual expressly authorised to read Content under this Product Schedule.
- (j) **"Reader Data"** means any personal data relating to a Reader.
- (k) **"Service Period"** means the period from the Service Start Date until the Service End Date.
- (l) **"Subscription Terms"** means these Digital Content Access Subscription Terms.
- (m) **"Third Party"** means the owner and/or operator of a Third Party Channel.
- (n) **"Third Party Channel"** means a third party service that provides its customers, including Client, with access to a variety of publisher content, under a direct licence with Client. Examples of authorised Third Party Channels can be found at <https://subs.enterprise.ft.com/en-gb/services/partner-programme/our-partners>
- (o) **"Third Party Channel Agreement"** means Client's agreement with a Third Party for Client's use of the Third Party Channel.

2 ACCESS TO THE FT SITE

- 2.1 FT will provide the Readers with access to the FT Site for the Service Period. Client warrants that the numbers of Core Readers and Licensed Readers stated on the Order are accurate as at the Service Start Date.
- 2.2 Except as expressly set out in the Order, access is not permitted for the staff of third party contractors or for the staff of any affiliated entities of Client.
- 2.3 Where Affiliate access is expressly included in the Order, Client will ensure that the Affiliates and their Readers comply with all applicable obligations as if they were its own. For the purposes of clauses 7.3 of the General Terms only, references to Client are deemed to include the Affiliates.

3 USE OF CONTENT AND IPRS

- 3.1 Subject to the terms of this Product Schedule, FT grants to Client the right to allow the Readers to access and use the Content in accordance with the Copyright Policy. Client will not allow anyone other than a Reader to access and use the Content.
- 3.2 Client will ensure that the Readers only use the Content in accordance with the terms of this Product Schedule and do not infringe any of FT's IPRs in the Content.
- 3.3 Client agrees that:
 - (a) password access to the FT Site is on the basis of one password for use by one specific Reader only. Sharing of passwords is not permitted either simultaneously or on a rotational basis;
 - (b) no full text FT articles will be forwarded internally or externally by email or by any other distribution method, save as permitted by any tools made available on the FT Site. No full text FT articles will be hosted on any internal or external Client websites;
 - (c) where Readers register for access to the FT Site using their email address, each Reader must use a named email account using an email domain belonging to Client (such as "firstname.lastname@client.com") and not a third party email domain or generic or shared email account (such as "knowledge.management@client.com"); and
 - (d) FT headline links will not be forwarded externally as part of a charged "paid for" service or used for commercial gain.

4 READER DATA

- 4.1 In its processing of Reader Data, FT will comply with:
 - (a) the Data Protection Laws; and
 - (b) the Privacy Policy.
- 4.2 Client acknowledges that FT processes Reader Data as a controller, and that FT's processing of that Reader Data will (as between FT and each Reader) be governed by the Data Protection Laws and the Privacy Policy.

- 4.3 FT will ensure that each Reader who registers with the FT Site is made aware that the Privacy Policy will apply to processing of Reader Data. FT will also give each Reader the opportunity to give or withhold consent for marketing and other communications, in accordance with the Data Protection Laws.
- 4.4 Client will comply with all applicable privacy and data protection laws when providing Reader Data to FT or otherwise processing Reader Data in connection with this Agreement.
- 4.5 In this paragraph 4, the expressions “**personal data**”, “**process**”, “**controller**” and “**processor**” will have the meanings given to them in the GDPR.

5 TERMINATION

- 5.1 If, as a result of the fault or failure of FT, the FT Site is unavailable or inaccessible to all Readers for either:

- (a) more than 3 consecutive days; or
- (b) more than 5 days in a 30 day period,

Client may terminate this Product Schedule immediately in writing to FT. On such termination FT will provide Client with a pro rata refund of any Fee paid in advance that relates to the unexpired period of the Service Period.

- 5.2 FT acknowledges that Client does not wish to lose the benefit of this Product Schedule due to a non-material misuse by a Reader of the Content. Subject to paragraphs 5.3 and 5.4, in the event that FT reasonably believes that a Reader is in breach of the Copyright Policy (a “**Breach**”) then FT agrees that it will not exercise its rights under this Product Schedule in respect of the Breach until it has followed the following process:

- (a) FT will promptly give Client notice of the Breach, providing reasonable details of the breach (“**Breach Notice**”);
- (b) Client will have seven days to respond to this notice (“**Breach Response**”) and either deny or admit the Breach;
- (c) where Client admits the Breach, Client will (as part of the Breach Response) explain in detail both the reasons for the Breach and the remedial and/or investigatory steps (“**Remedial Measures**”) Client will take to prevent a recurrence of the Breach;
- (d) FT may make recommendations regarding the Remedial Measures, which Client will consider in good faith;
- (e) Client will implement the Remedial Measures within 30 days of providing the Breach Response to FT and will comply with the Remedial Measures on an ongoing basis; and
- (f) if Client admits the Breach and complies with paragraphs 5.2(c) to 5.2(e), and implements and complies with the Remedial Measures, in each case to the reasonable satisfaction of FT, this Product Schedule will continue. In all other circumstances FT will be free to exercise its rights under this Product Schedule in respect of the Breach.

- 5.3 FT will not be obliged to follow the process in paragraph 5.2 if:
- (a) FT has already given two Breach Notices to Client within the previous three years (whether under the current Agreement or under any previous agreement providing access for Client to the FT Site); or
 - (b) FT reasonably believes that the Breach is due to fraud, wilful default or wilful abandonment by Client or any Reader; or
 - (c) the Breach involves any misuse by Client or any Reader of a material amount of the Content. For this clause, “material” means if such Breach results in more than 10 unlicensed individuals receiving or having the opportunity to access more than 10 FT articles per month.
- 5.4 Nothing in paragraph 5.2 will restrict FT’s right to cease providing access to Content to the individual Reader responsible for the Breach.

6 ORGANISATIONAL CHANGE

- 6.1 This paragraph 6.1 applies only where this Product Schedule is for Corporate Group Access or Corporate Enterprise Access, as set out in the Order.
- 6.2 If Client (or, where applicable, any Affiliate) is subject to an Organisational Change involving an Existing Customer, those individuals previously having access under an Existing Agreement will only be permitted access under this Product Schedule if Client pays to FT an additional fee. This additional fee will be a proportionate amount reasonably determined by FT, taking into account:
- (a) the period from the date those individuals stop having access under the Existing Agreement to the Service End Date of this Product Schedule; and
 - (b) the number of Core Readers stated on the Existing Agreement.
- 6.3 In this paragraph 6, these expressions will have the following meanings:
- (a) “**Existing Customer**” means an entity (other than Client or, where applicable, any Affiliate) which is a party to, or which has access under, an Existing Agreement.
 - (b) “**Existing Agreement**” means an agreement with FT (other than this Product Schedule) which provides access rights to the FT Site and which is due to expire during the Service Period.
 - (c) “**Organisational Change**” will mean any takeover, merger, reorganisation, acquisition or similar event.

7 THIRD PARTY CHANNELS (IF APPLICABLE)

- 7.1 FT will authorise any Third Party Channel named in the Order to make the Content available to Client via the Third Party Channel, subject to Client having a valid and subsisting Third Party Channel Agreement. Client will not allow anyone other than Readers to read Content via the Third Party Channels.

- 7.2 This Agreement will not be affected in any way by the Third Party Channel Agreement or the performance of that Third Party Channel Agreement by the applicable Third Party. FT will have no responsibility or liability to Client in relation to any Third Party or Third Party Channel.
- 7.3 Client agrees that it is responsible for the payment of any fees due to a Third Party for use of a Third Party Channel.
- 7.4 Client may at any time request that Readers be granted access to Content through another authorised Third Party Channel provided the number of Readers permitted in the Order is not exceeded. FT will facilitate access through the requested Third Party Channel as soon as reasonably practicable and will provide Client with an amendment for approval, reflecting the change.
- 7.5 If FT permanently stops providing Content to a Third Party Channel for any reason, then FT will notify Client and permit Client to: (a) exercise its right to transfer Readers as set out in paragraph 7.4; or (b) if Client is unable to exercise that right within 30 days of FT notifying Client, terminate this Product Schedule by giving notice to FT, such notice to take effect on the date that Client is no longer able to access Content through the applicable Third Party Channel. FT will provide Client with a pro rata refund of any Fees paid in advance that relate to the unexpired period of the Service Period. This paragraph 7.5 sets out Client's sole remedy for FT ceasing to provide Content through a specific Third Party Channel.
- 7.6 Client acknowledges that any Third Party Channel will provide the following information to FT in relation to an existing Third Party Channel Agreement:
- (a) the number of Client users with access to the Content through the Third Party Channel;
 - (b) usage details (including number of page/article hits but not relating to specific articles accessed by an individual Reader) through the Third Party Channel;
 - (c) any references such as bill group and account numbers to facilitate access to Content via the Third Party Channels; and
 - (d) any other information reasonably requested by FT to facilitate its provision of the Content to Client via the Third Party Channel.
- 7.7 Client will promptly notify FT if any of its Third Party Channel Agreements terminate.

8 VERSION OF TERMS

The current version of these Digital Content Access Subscription Terms was posted on 26 August 2022.