

FT PROFESSIONAL REPUBLISHING 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) **“Advertisements”** means Client’s own advertisements for use in Podcast Content or Video Content.
- (b) **“Application”** means a Client application for delivering content through tablets, mobile phones and other mobile devices.
- (c) **“Branded Page”** means a page of any Printed Publications featuring only Permitted Content and more fully described in the Republishing Guidelines.
- (d) **“Client Publications”** means any Printed Publications and/or Digital Publications of Client specified in the Order. A website will be deemed to include Client’s equivalent Applications for delivering that website content.
- (e) **“Contributor Content”** means articles written by freelance writers and available within the Contributor content set of the Republishing Platform.
- (f) **“FT Group”** means FT and its subsidiaries, its holding companies and their subsidiaries from time to time (and for the purposes of this definition “subsidiary” and “holding company” will have the meaning given in section 1159 of the Companies Act 2006).
- (g) **“FT Site”** means FT.com, FT.com mobile and online digital apps and services.
- (h) **“LAS Weekday”** means selected articles from the FT Site (Mon- Fri) which have been translated into Latin American Spanish on behalf of FT and made available through the Delivery Method.
- (i) **“LAS Weekend”** means selected articles from the FT Site (Saturday) which have been translated into Latin American Spanish on behalf of FT and made available through the Delivery Method.
- (j) **“Maximum Permitted Use”** means the maximum amount of Permitted Content to be used within the Client Publications, as set out in the Order.
- (k) **“Permitted Content”** means Text Content, LAS Weekday, LAS Weekend, Permitted Graphics, Video Content, Podcast Content and any other content, together with any Translations and Subtitled Video Content, which are expressly included in the Order and permitted under these Republishing Terms.
- (l) **“Permitted Graphics”** means any graphs, charts or illustrations that are made available for download through the Republishing Platform.
- (m) **“Podcast Content”** means podcasts which have been featured on the FT Site only to the extent that FT makes them available through the Delivery Method. FT will in any cases of doubt decide what is excluded from the Podcast Content.
- (n) **“Republishing Guidelines”** means FT’s branding instructions issued from time to time. The current version can be found at <http://professional.ft.com/republishing-guidelines>.
- (o) **“Republishing Platform”** means FT’s standard access platform for republishing clients as made available by FT from time to time.
- (p) **“Service Period”** means the period from the Service Start Date until the Service End Date.
- (q) **“Subtitled Video Content”** means a subtitled version of the Video Content produced by Client in the Permitted Language, where Video Content is expressly included in the Order and the Permitted Languages are not English.
- (r) **“Text Content”** means articles of text content from the FT Site, as made available to Client through the Delivery Method and which excludes:
 - (i) any content not accessed via the Delivery Method;
 - (ii) photographs, cartoons, graphs, maps, videos and podcasts;
 - (iii) How to Spend it magazine;
 - (iv) material the copyright in which belongs to a third party (including articles bearing an italic credit line stating who the author is, eg *Professor of Economics at London Business School*);
 - (v) comment articles by guest writers;
 - (vi) letters to the editor;
 - (vii) material supplied by Reuters or any other agency;

- (viii) FT Alphaville;
- (ix) Nikkei Asia; and
- (x) reader comments and other forums which include user generated content.

FT will in any cases of doubt decide what is excluded from the Text Content. The Contributor Content set may contain articles which would otherwise fall within the exclusions listed above.

- (s) **“Translations”** means any version of the Text Content produced by Client where the Permitted Languages are not English.
- (t) **“Video Content”** means files of video content which have been featured on the FT Site only to the extent that FT makes them available for download through the Delivery Method. FT will in any cases of doubt decide what is excluded from the Video Content.

2 LICENCE

- 2.1 For the Service Period, FT grants to Client a non-exclusive, non-transferable, non-sublicensable, limited right to reproduce the Permitted Content provided this is only:
 - (a) within the Client Publications;
 - (b) using the Permitted Languages;
 - (c) within the Territory as described in paragraphs 7.1(e) and 7.1(f); and
 - (d) subject to the Maximum Permitted Use and terms of this Agreement.
- 2.2 Where the Order expressly grants sole rights, this means that FT will not grant a licence to start during the Service Period, to any other party to reproduce Permitted Content in the Permitted Languages:
 - (a) For Print Publications, in any other printed news media publication whose principal place of publication and circulation is within the Territory;
 - (b) For Digital Publications, in any other online or digital news media publication which is primarily targeted at readers within the Territory.
- 2.3 Any sole rights under paragraph 2.2 are subject to the following:
 - (a) any such sole rights will not apply to Contributor Content; and
 - (b) the FT Group, or anyone acting on behalf of the FT Group, will have the right to use the Permitted Content in the Territory for any reason, including printing, publishing and selling any publications containing the Permitted Content.
- 2.4 Client will promptly notify FT on becoming aware of any unauthorised use or reproduction of the Permitted Content by any third party. Client will provide, at FT's expense, such assistance as reasonably requested by FT to prevent any unauthorised use or reproduction or to protect FT's IPRs in the Permitted Content. Where the Order states that Permitted Content should only be displayed behind a registration or subscription barrier or similar, Client will use reasonable efforts to ensure any barrier is effective against circumvention.

3 DELIVERY OF PERMITTED CONTENT

- 3.1 During the Service Period, FT will make the Permitted Content available to Client via the Delivery Method set out in the Order.
- 3.2 FT will use reasonable endeavours to remedy any failure in the Delivery Method as soon as reasonably practicable.

4 CONTRIBUTOR CONTENT

- 4.1 Subject to the payment of the additional fees set out in the Order and the terms of this Agreement, Client may use up to five articles of Contributor Content in the Client Publications each day. These additional fees will be invoiced separately by FT.

5 LATIN AMERICAN SPANISH CONTENT

- 5.1 Where republishing rights in LAS Weekday and/or LAS Weekend content are expressly included in the Order, these categories of content will be included in the definition of Text Content and the rights and restrictions on use of Text Content will apply in relation to these categories of Permitted Content.

5.2 If FT stops providing LAS Weekday Content and/or LAS Weekend Content, FT may terminate the Agreement for the Republishing Product on giving not less than one month's prior notice to Client. FT's only obligation in this event will be the pro rata refund of any Fees paid in advance for the Republishing Product for the unexpired period of the Service Period.

5.3 The requirement at paragraph 10.1 to acknowledge liability for Translations extends to any modification of the language of the LAS Weekday or LAS Weekend articles into the Permitted Languages.

6 PERMITTED GRAPHICS

6.1 Where republishing rights in Permitted Graphics are expressly included in the Order, Client may use these within the Client Publications provided that they are only used alongside the articles that they originally appeared with and in accordance with the terms of this Agreement.

6.2 Client must not alter or modify the Permitted Graphics in any way, except that Client may:

- (a) resize the Permitted Graphics solely as is necessary to fit within the Client Publications and provided this will not diminish their quality;
- (b) where Client has the right to translate Text Content into a Permitted Language, translate the text within the Permitted Graphic only in accordance with paragraph 8 below.

7 USE OF PERMITTED CONTENT

7.1 Client acknowledges that the Republishing Platform consists of the FT Site with additional republishing tools, and therefore contains FT content that is not available as Permitted Content under this Agreement. Client will:

- (a) only publish the Permitted Content, as far as permitted under this Agreement, in the Client Publications;
- (b) ensure that any FT content used in the Client Publications is obtained through the Delivery Method, including the download tools built into the Republishing Platform, (and failure to comply with this requirement will be deemed a non-remediable material breach of this Agreement);
- (c) ensure that the Permitted Content displayed or published in the Client Publications is verbatim as received from FT, unless Translations or Subtitled Video Content;
- (d) in its use or publication of any Permitted Content Client will comply with all (and will not cause FT to be in breach of any) laws, regulations (including all relevant regulatory codes of practice) for the time being in force;
- (e) for Printed Publications, ensure they are primarily sold, disposed of and circulated in the Territory; and
- (f) for Digital Publications, ensure they are primarily targeted at the Territory, although it is acknowledged that due to the nature of the internet it may be possible to access Digital Publications from outside of the Territory.

7.2 Client will not:

- (a) cause or permit the Permitted Content to be made available or used other than as expressly permitted by this Agreement;
- (b) use the Permitted Content in any manner prejudicial to the reputation or interests of FT; or
- (c) distort or misrepresent the substance of the Permitted Content or any part of it.

7.3 Client will not make any representations to its readers or other third parties which states or implies that the Permitted Content constitutes any form of advice, recommendation, representation, endorsement or arrangement by FT or has been provided for anything other than general information and entertainment purposes.

7.4 Client will at all times provide FT with full and unrestricted access to the Client Publications for the purpose of verifying Client's use of the Permitted Content and its compliance with the terms of this Agreement.

7.5 FT may, following the publication of any Permitted Content, retract or correct such Permitted Content. Where the Client Publications include Digital Publications, Client will remove Permitted Content from the Digital Publications (or modify it) in accordance with FT's instructions and within 48 hours of a notice requesting such retraction or correction. Where the Client Publications include Printed Publications,

Client will publish corrections in print in the next edition following receipt of notice from FT. FT will not be liable for any actions, losses, damages, expenses or other liabilities that may arise from Client's failure to comply with any request by FT under this paragraph 7.5.

- 7.6 Client will ensure that any use of any Permitted Content in the Client Publications will comply with the Republishing Guidelines.
- 7.7 Where Client has republishing rights in Video Content or Podcast Content it may only add Advertisements where this is expressly set out in the Order and provided that the advertisements do not fall within the categories listed at Schedule 2.
- 7.8 Client acknowledges that FT may monitor Client's use of any of the Delivery Method and maintain records of any Permitted Content which Client downloads from the Republishing Platform. Client agrees that, notwithstanding clause 6(*CONFIDENTIALITY*) of the General Terms, FT may share this information with authors or creators of the Permitted Content and their agents and representatives where reasonably necessary for FT's business purposes.
- 7.9 Any access to the FT Site granted to Client's staff for the purpose of searching for relevant articles shall be subject to the Digital Subscription Terms available at <https://legal.ft.com/terms/professional> (or at such other URL as may replace that from time to time). Any FT content used in the Client Publications should only be obtained through the Delivery Method and not by copying from the FT Site.

8 TRANSLATIONS AND SUBTITLED VIDEO CONTENT

- 8.1 Client will be solely responsible for the cost and preparation of all Translations and Subtitled Video Content in the Permitted Languages (if permitted in the Order).
- 8.2 Client will ensure that all Translations and Subtitled Video Content will be high quality, complete and a true reflection of the meaning of the original Permitted Content.
- 8.3 Client assigns to FT, where relevant by way of present assignment of future copyright, all IPRs in the Translations and Subtitled Video Content in all form now or later developed throughout the world for the full period of all such rights and all renewal and extensions. Client waives, and will procure the waiver of, any moral rights which may now or in the future subsist in the Translations or Subtitled Video Content. Client will have no right to use the Translations or Subtitled Video Content other than within the Client Publications in accordance with the terms of this Agreement.
- 8.4 At FT's request, Client will promptly do or procure to be done all such further acts and things and the execution of all such documents as FT may reasonably require from time to time to secure the full benefit of all right, title and interest in and to the IPRs assigned to FT in accordance with paragraph 8.3.

9 ACKNOWLEDGEMENT OF OWNERSHIP AND LIABILITY

- 9.1 For each publication of Permitted Content, Client will:
- (a) acknowledge ownership of the Permitted Content; and
 - (b) liability for any Translation or Subtitled Video Content, as well as responsibility for any Advertisement or advertising placed by Client on or next to a Branded Page,
- in accordance with the Republishing Branding Guidelines and paragraph 9.2.
- 9.2 Where Client is permitted in the Order to use Subtitled Video Content and/or Advertisements, it will acknowledge liability for Subtitled Video Content and/or responsibility for any Advertisement by including a prominent statement at the start of the video or podcast that "[Name of Client] has modified this video/podcast from the original FT content" and:
- (a) where Subtitled Video Content is used, "[Name of Client] is solely responsible for providing the subtitles to this video and the Financial Times Limited does not accept any liability for the accuracy or quality of the translation."; and/or
 - (b) where any Advertisement is used, "The advertisements contained within this video/podcast are those sold and added by [Name of Client]."

10 USE OF MARKS (BRANDING AND PUBLICITY)

- 10.1 For the Service Period and subject to Client's compliance with the terms of this Agreement and the Republishing Guidelines, Client will be permitted to use the FT branding options which are expressly set out in the Order, each permitted use is more fully described in the Republishing Guidelines. FT grants to Client a royalty-free, non-exclusive, non-transferable licence to use the Marks only to the extent expressly permitted by this Agreement.
- 10.2 Where use of Marks for In Product and/or Out of Product marketing is expressly permitted in the Order, any such design or materials need to be provided to FT in advance for specific written approval. Client agrees to seek FT's written approval before issuing any such material and will vary it as FT may reasonably require. Once FT has given its written approval of any materials and their specific use, then further approval will only be required where Client seeks to change them or their use. Client must not make misleading statements or representations about the extent of Permitted Content available through the Client Publications in any marketing materials or other communications.
- 10.3 Client agrees that any other out of product marketing, advertising or other material concerning the Permitted Content or Client's relationship with FT (including any Advertisements) will require FT's prior agreement. All marketing should be accurate, in good taste, and not disclose the details of the Agreement.
- 10.4 Where the Order permits Client to include Marks or Permitted Content in a Branded Page or front page, Client will provide FT with the designs of the Marks or Permitted Content for the Branded Page or front page in advance. If FT does not approve such designs, then Client will be required to amend them to meet FT's requirements. This process will continue until FT provides its approval (such approval not to be unreasonably withheld or delayed). Client will maintain such designs throughout the Term, unless varied with FT's prior approval in accordance with the above procedure.
- 10.5 Client will not seek to associate itself with FT other than as expressly permitted by the Agreement. Client will not misrepresent the nature of its relationship with FT. Client will not represent or imply that FT endorses Client or any third party products or services advertised within the Client Publications.
- 10.6 Client agrees that, without prejudice to clause 4.2 of the General Terms:
- (a) all goodwill accrued from use of the Marks is to the benefit of FT (or its licensors) and FT may at any time call for a confirmatory assignment of that goodwill and Client will immediately execute it;
 - (b) nothing in this Agreement will give Client any right of ownership in the Marks;
 - (c) Client will not use any Marks in a manner which causes or is likely to cause damage to FT's goodwill and/or reputation or to the distinctiveness or validity of any Marks;
 - (d) Client will not authorise any third parties to use the Marks;
 - (e) Client will promptly inform FT of any unauthorised use of the Marks or of any attack on their validity or registration of which Client becomes aware; and
 - (f) Client will provide, at the request and expense of FT, all reasonable and necessary assistance in maintaining registrations or prosecuting any applications for registration in respect of the Marks.
- 10.7 FT may immediately terminate Client's permission to use the Marks on notice if: (i) Client has committed a breach of its obligations relating to use of the Marks and Client has not remedied the breach as soon as reasonably practicable but no more than 48 hours from receiving notice requiring Client to remedy it; or (ii) a government or court action requires FT or Client to stop using the Marks.

11 INDEMNITY

Client will fully indemnify FT against all actions, proceedings, claims, demands, losses, expenses and other liability suffered and which arise from the inaccurate, incorrect, incomplete, unlawful or misleading publication and/or display by Client of the Permitted Content, any Marks or any Advertisement.

12 TERMINATION OF THIS PRODUCT

- 12.1 FT will be entitled to immediately terminate this Agreement for the Republishing Product at any time on notice if:

- (a) the character or quality of the Client Publications materially changes (and Client must notify FT of such changes);
- (b) FT reasonably believes that the continued publication of the Permitted Content in any of the Client Publications may damage FT's reputation; or
- (c) the ownership or control of Client or the Client Publications changes or passes to a third party (and Client will notify FT of the same).

12.2 Upon any expiry or termination of the Agreement for the Republishing Product:

- (a) all licences granted under these Republishing Terms will immediately terminate;
- (b) subject to paragraph 12.2(c), Client shall promptly delete all content obtained from the Delivery Method which has been stored on its systems;
- (c) provided that Client continues to comply with the terms of this Agreement, Client will not be required to delete any Permitted Content already reproduced in any Digital Publications in accordance with this Agreement which is:
 - (i) held in the archive of the Digital Publications; and
 - (ii) only available through the Digital Publications in response to a search query.

13 VERSION OF TERMS

The current version of these Republishing Terms was posted on 6 July 2023.

SCHEDULE 1
DELIVERY METHOD

1 REPUBLISHING PLATFORM

- 1.1 Where the Delivery Method set out in the Order is the Republishing Platform the following terms will apply:
- 1.2 Permitted Content can be downloaded from the Republishing Platform as described in more detail below:

Content (as applicable)	Format
Text Content	Word, HTML, XML
Video Content	As specified on the Republishing Platform.
Other multimedia Content (podcasts, infographics)	As specified on the Republishing Platform.

- 1.3 Client may only download the number of articles permitted in the Maximum Permitted Use section of the Order, if Client needs to download any additional articles then it should contact the FT Relationship Manager to discuss its requirements.

2 RSS FEED

- 2.1 Where the Delivery Method set out in the Order is the RSS Feed the following terms will apply:
- 2.2 FT will provide an RSS Feed Key to Client to allow Client to access the relevant RSS feed. Client will use the RSS Feed Key and RSS Feed only to exercise the rights expressly granted by this Product Schedule and will not share or disclose the RSS Feed Key to any third party without the FT's prior written consent. Client is responsible for ensuring that its developers (whether employees or contractors) are aware of and comply with this obligation and with the terms of this Product Schedule.
- 2.3 FT will use reasonable endeavours to ensure that the RSS Feed is available and operational at all times, and to remedy any failure or unavailability of the RSS Feed. FT may modify the RSS Feed from time to time and will provide Client with reasonable notice of any such modification. If FT ceases to provide an RSS Feed, then the Delivery Method will be deemed to be the Republishing Platform only and this Product Schedule will continue on the same terms.
- 2.4 Client acknowledges that the RSS feed may deliver more articles of Text Content than Client's Maximum Permitted Use. Client must comply with the limits set on the amount of Text Content permitted to be used under this Product Schedule. Client will at the end of each quarter promptly send to FT reports providing complete and accurate details of all articles of Content which Client has published in the Client Publications during that previous quarter, providing such level of detail as FT may reasonably require, which may include providing a copy of each article as republished in the applicable Client Publications.
- 2.5 Client acknowledges that RSS Feed does not contain any Contributor Content.
- 2.6 Client may also access the Permitted Content via the Republishing Platform as described above.
- 2.7 In this section of the Order:
- (a) **"RSS Feed"** means a web feed of tailored Text Content based on filters to be agreed between the parties.
 - (b) **"RSS Feed Key"** means the credentials provided by FT to Client that enable Client to access the RSS feed.

SCHEDULE 2
ADVERTISER BLOCK LIST

Content Flag	Industry Flag
Adult/Provocative/Suggestive	Alcohol – Beer/Wine
Audio – Automatic	Alcohol – Hard Alcohol
Belly Fat	Auto – Classifieds
Deceptive Offers	Bingo/Lottery
Expandable – Automatic	Casino/Gambling
Expandable – User Initiated	Cigarettes/Cigars/Tobacco
Fake Functionality	Clothing – Undergarments
Interactive/Embedded Action	Condoms/Birth Control/Sexual Health
Non-Branded Offers	Coupons/Deals
Shaky/Flashy	Credit Reporting
Skin Care Tricks	Crypto
Smileys/Cursors/Avatars	Dating
Survey Pops	Diet/Weight Loss
Teeth Whitening	Directory Services
	Gaming
	Gaming – Online Games
	Gaming – Video Games
	Guns/Ammo/Weapons
	Loans – Other
	Loans – Student/Financial Aid
	Low Quality
	Medical – Health/Vision/Dental
	Medical – Hospitals
	Medical – Plastic Surgery
	Medical – Quit Smoking Aids
	News/Newspaper
	Personal Care – Beauty/Cosmetics
	Personal Care – Dental/Teeth

FT may add or remove categories from time to time on providing prior written notice to Client.