

TERMS AND CONDITIONS

These Terms and Conditions set out the arrangements between you (the “**Licensee**”) and FT Financial Literacy and Inclusion Campaign (“**FLIC**”), in respect of the Licensee’s use of FLIC Content.

11 Definitions and interpretation

1.1 In this agreement, the following words and expressions shall have the following meanings:

FLIC’s Branding means any trade mark, trade name, logo or get-up that is used in the Content;

FLIC Content means any text, images, audio, video or digital content that FLIC makes available or the Licensee accesses via FLIC’s website or social media channels from time to time and all rights subsisting in the Content;

End Users means any end user that may access the FLIC Content using any of the Licensee’s platforms (digital or otherwise), which may include but is not limited to, the Licensee’s website, apps and social media platforms (including Facebook, Instagram and X, formerly known as Twitter); and

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

12 Use of FLIC Content

2.1 Subject to the terms of this agreement, FLIC hereby grants to the Licensee:

2.1.1 a non-transferable, non-exclusive, non-sublicensable, royalty-free, revocable, worldwide licence during the term of this agreement to copy, publish and reproduce the FLIC Content for the advertisement, publicity and distribution of the FLIC Content to the Licensee’s End Users; and

2.1.2 a non-transferable, non-exclusive, non-sublicensable, royalty-free, revocable, worldwide licence during the term of this agreement to use the FLIC Branding to attribute the Content to FLIC.

2.2 The licences described in paragraph 2.1 and the obligations set out in this agreement will apply to the Licensee on the earlier of (a) their use of the Content; or (b) the date on which the Licensee signs this agreement (the “**Effective Date**”).

2.3 The Licensee will comply with any written directions of FLIC regarding the use of the FLIC Content and FLIC Branding (including any brand guidelines that FLIC may provide to the Licensee or brand guidelines published on its website from time to time).

2.4 The Licensee shall not, and shall ensure its End Users shall not:

2.4.1 sell or in any way commercially exploit the FLIC Content or use the FLIC Content for the purposes of endorsement of a business, product or service; or

2.4.2 modify or create derivative works of the FLIC Content.

2.5 The Licensee and its End Users shall only use the FLIC Content in the same form as FLIC first makes available to the Licensee, or as the Licensee first accesses.

- 2.6 FLIC reserves complete editorial freedom in the form and content of the FLIC Content and may require the removal of, or editorial revisions to, any of the FLIC Content licensed to the Licensee under this agreement at any time. The Licensee agrees to effect that removal or editorial revisions within five days of receipt of the request.
- 2.7 The grant of this licence does not grant the Licensee with any right to use the FLIC Content in a way that suggests any official status or that the original creator of the FLIC Content endorses the Licensee or its use of the FLIC Content.
- 2.8 For the avoidance of doubt, as between the parties FLIC retains ownership of all Intellectual Property Rights in the FLIC Content and FLIC Branding and no such rights will transfer to the Licensee as a result of this agreement.

13 Warranties, liability and indemnities

- 3.1 Each party warrants and represents to the other that it has the full power and authority to enter into this agreement.
- 3.2 FLIC warrants, represents and undertakes to the Licensee that it has the right to grant the licence granted under this agreement.
- 3.3 The Licensee undertakes to FLIC that it shall:
- 3.3.1 ensure that it and its End Users will only use the FLIC Content and FLIC Branding in accordance with this agreement and shall not use the FLIC Content or FLIC Branding in a manner which is detrimental to or causes or is likely to cause damage to FLIC's reputation; and
 - 3.3.2 if it posts, publishes or makes available any of the FLIC Content and/or FLIC Branding to any social media, website or platform, it will comply with the relevant terms of use, the law and all other applicable guidance as updated from time to time.
- 3.4 The Licensee accepts the Content is being provided "as is" and FLIC excludes all liability for the Licensee's use of the Content for its own purposes. Except as expressly stated in this agreement, FLIC excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law.
- 3.5 The Licensee shall indemnify FLIC from any and all claims, actions, liabilities, costs or causes of action whatsoever that in any way are caused by, arise out of or result from any third party claims brought or threatened against FLIC as a result of or in connection with the Licensee's breach of this agreement.

14 Term and termination

- 4.1 This agreement shall take effect on the Effective Date and will continue until terminated by either party in accordance with this agreement.
- 4.2 Either party may terminate this agreement at any time on [seven days'] written notice to the other party.
- 4.3 Either party may terminate this agreement immediately on written notice if the other party is in breach of any of the terms of this agreement and, in the case of a breach capable of remedy, has failed to remedy such breach within five days of receiving written notice of the breach.
- 4.4 On termination of this agreement for any reason, the Licensee shall, as soon as is practicable, remove and delete any and all of the FLIC Content and FLIC Branding it has made available to its End Users and will cease using such FLIC Content and FLIC Branding immediately.

15 General

- 5.1 Nothing in this agreement shall be deemed to establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to enter into any commitments on behalf of the other party.
- 5.2 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 5.3 This agreement may not be assigned, licensed, sub-licensed or otherwise transferred without the prior written consent of FLIC.
- 5.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 5.5 This agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreement, draft agreement, arrangement or understanding (whether in writing or not) between the parties relating to the subject matter of this agreement.
- 5.6 This agreement shall be governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter arising out of or relating to this agreement or any of the documents to be executed pursuant to this agreement.