

MCA End User Licence Agreement Terms and Conditions

These End User Licence Agreement Terms and Conditions ("**Terms**") apply to the person or entity named on the front page of the Licence Application and, if applicable, any Extension Licensee on the terms set out in clause 11, (together "**Licensee**") and New Zealand Press Association Limited, a New Zealand company (Company No. 241022) with its registered office in Auckland, New Zealand, trading as Media Copyright Agency ("**MCA**") and govern the Licensee's access to, receipt and use of **Article(s)** and/or **Media Monitoring Material** (such terms as defined below) either directly or via a media monitor service provider (as applicable).

Please read these Terms carefully. By submitting a Licence Application, receiving approval from the MCA, and undertaking any Permitted Acts (as set out in these Terms), you are agreeing these Terms.

1. Defined terms and interpretation

1.1 Defined terms

In these Terms, unless the context otherwise requires:

"Article(s)" means any article, report or other item (whether in paper, electronic, digital or other format, and whether in whole or in part) in a Publication that is not Excluded Content.

"Basic Licence Articles" means Articles appearing in Publications listed in the Basic Licence Publications List.

"Basic Licence" means the licence granted by the MCA to the Licensee in respect of Basic Licence Articles pursuant to clause 5.1.

"Basic Licence Publications List" means the section of the MCA Publications List that lists Basic Licence Publications that the MCA is mandated to licence on behalf of Publishers, as updated by MCA from time to time.

"Carrying on Business in New Zealand" has the meaning set out in clause 12.3.

"Commencement Date" means the date said to be the Commencement Date in the completed Licence Application.

"Community Newspaper Articles" means Articles appearing in Publications listed in the Community Newspapers List.

"Community Newspapers Licence Extension" means an extension to the Basic Licence, which allows a Licensee to carry out certain Permitted Acts in clause 6 in respect of Community Newspaper Articles.

"Community Newspapers List" means the section of the MCA Publications List that lists community newspaper Publications that the MCA is mandated to licence on behalf of Publishers, as updated by the MCA from time to time.

"Electronic Portal" means any electronic portal, platform, app, website or electronic media retrieval system operated or controlled by, for or on behalf of the MMO or any related or associated company of the MMO and from which the Licensee is receiving Media Monitoring Services.

"Electronic Service" means:

- (a) posting in any form or format including PDF format, electronic, digital or website format, any Articles or Media Monitoring Material on a website or Electronic Portal;
- (b) e-mail delivery; and
- (c) other electronic form of delivery.

"End User Licence Agreement Terms and Conditions" and **"Terms"** mean these MCA End User Licence Agreement Terms and Conditions, all applicable Price Lists, the Licence Application (and all other documents referred to in any of these documents).

“Excluded Content” means:

- (a) advertisements within a Publication or on a Publication Website;
- (b) artistic, graphic, or photographic work (unless embedded in a page pdf);
- (c) audio or video content; and
- (d) Third Party Content.

“External Recipient” means a person who is not an employee or officer of the Licensee (and is not a Permitted User or Extension Licensee).

“External Recipient Extension” means the extension to the Basic Licence granted by the MCA which allows a Licensee to provide Basic Licence Articles to third parties as set out in clause 8.

“Extension Licensee” has the meaning set out in clause 11.1.

“FTE” means full time equivalent.

“Intellectual Property” or **“Intellectual Property Rights”** means any and all rights and interest in and to intellectual property and includes but is not limited to registered and unregistered designs, trade marks, copyright, and patents (including the right to apply for any of the foregoing), confidential information, and any like rights existing anywhere in the world, in relation to any Publication, Article or Media Monitoring Material.

“Internal Use” means use for the Licensee’s internal business purposes. Internal use expressly excludes:

- (a) use for external publicity or advertising purposes;
- (b) use with or in any product or platform which uses artificial intelligence, or uses or trains large language models;
- (c) use in a way that generates revenue from the content itself; and
- (d) authorising any person to do any of these acts.

“International Titles” means overseas publications for which MCA has authority under a reciprocal rights arrangement to grant copyright licences.

“International Titles Extension” means an extension to the Basic Licence, which allows the Licensee to carry out the Permitted Acts in clause 9 in respect of International Titles.

“Licence” means the licence granted under these Terms.

“Licence Application” means the online application for an MCA End User Licence completed by the Licensee when entering into these Terms, together with any updated information provided by the Licensee in relation to renewal of the Licence.

“Licence Fee” means the applicable licence fee(s) payable in respect of the Permitted Acts as determined by the Price Lists.

“Magazine and Business Articles” means Articles appearing in Publications listed in the Magazine and Business List.

“Magazine and Business Licence Extension” means an extension to the Basic Licence, which allows a Licensee to carry out the Permitted Acts in clause 6 in respect of Magazine and Business Articles.

“Magazine and Business List” means the section of the MCA Publications List that lists magazine and business Publications that the MCA is mandated to licence on behalf of Publishers as amended by the MCA from time to time.

“Main Licensee” has the meaning set out in clause 11.1.

“MCA Publications List” means the list of Publications which the MCA is mandated to licence on behalf of Publishers as such list is published from time to time on the mediacopyrightagency.co.nz website.

“Media Monitoring Material” means any reproduction of any Article appearing in a Publication supplied to or made available to the Licensee by an MMO, and includes a hyperlink to an Article appearing on a Publication Website incorporating:

- (a) any electronic text that either summarises such an Article or copies the first few lines of such an Article and which permits a person to electronically access the whole of the Article; and/or
- (b) associated metadata relating to an Article (including, without limitation, bylines, website name and word count).

“Media Monitoring Organisation” and **“MMO”** means any entity which provides Media Monitoring Services.

“Media Monitoring Services” means any services relating to the provision of any form of media monitoring or service of a similar nature to paid or unpaid clients where Articles are extracted, scraped, indexed, aggregated, copied, stored, ingested, read, or evaluated or used for evaluation services (including as a result of any automated process, computer programme or artificial intelligence or otherwise) and provided or supplied to any person or organisation for the purpose of or in connection with their business or services (commercial or otherwise) in any way which is copied, stored, distributed, downloadable, searchable, retrievable, or viewable in real time, via an Electronic Service or any other means of conveyance.

“Online-only Articles” means Articles appearing in Publications listed in the Online-only Publications List.

“Online-only Licence Extension” means an extension to the Basic Licence, which allows a Licensee to carry out the Permitted Acts in clause 6 in respect of Online-only Articles.

“Online-only Publications List” means the section of the MCA Publications List that lists online-only Publications that the MCA is mandated to licence on behalf of Publishers as amended by the MCA from time to time.

“Party” means either the MCA or the Licensee.

“Permitted Act” means any of the acts permitted to be undertaken by the Licensee as set out in these Terms (as elected by the Licensee in the Licence Application).

“Permitted User” means:

- (a) an individual employee or officer of the Licensee;
- (b) an individual performing the function of an employee of the Licensee on a temporary basis; or
- (c) an individual who is an independent contractor or consultant of the Licensee, for as long as that person is contracted primarily or exclusively to the Licensee,

who is authorised by the Licensee to receive or access the Articles and/or Media Monitoring Material.

“Personnel” means any officer, employee, worker, contractor of a Licensee, and expressly excludes any agent of a Licensee who is not any of the foregoing.

“Price Lists” means the list(s) of the MCAs Licence Fees (as published on the MCA website at mediacopyrightagency.co.nz from time to time) which apply to the Permitted Acts.

“Publication” means the published edition (in print or digital format, including on a website) of any of the media titles listed in the MCA Publications List.

“Publication Website” means a website version of a Publication.

“Publisher” means the publisher of a Publication.

“Secondary Territory” means any country other than New Zealand where the Licensee is making use of New Zealand publishers' copyright material in any way excluding any territories, subject to any territorial limitations that MCA may notify in relation to International Titles or arising from any reciprocal licence that MCA may have with another licensing body.

“Territory” means either New Zealand and/or the Secondary Territory (as applicable) as determined by the MCA in accordance with clause 3.2.

“Third Party Content” means any syndicated or other content that appears in a Publication, or on the Publication Website, by permission from a third party who is not the Publisher, where the third party source is expressly acknowledged in the Publication or MCA or the Publisher notifies the Licensee in writing that the content is Third Party Content.

“Web Extension” means an extension to the Basic Licence, which allows a Licensee to upload Articles it is permitted to copy under these Terms on the Licensee's website or designated social media profile as set out in clause 7.

“Working Day” means any day other than a Saturday, Sunday or public holiday in Auckland, New Zealand.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) Words with initial capitals have the meaning ascribed in context or as set out in clause 1.1.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) The singular includes the plural, and the converse also applies.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, these Terms.
- (f) A reference to documentation includes a reference to that documentation as varied, supplemented, novated or substituted from time to time.
- (g) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (h) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (i) A reference to dollars or \$ is to New Zealand currency, unless expressly provided otherwise.
- (j) The use of the term “includes” or “including” will be construed without limitation.

2. Term

- 2.1 These Terms will take effect on the Commencement Date and continue for an initial term of 12 months (or such other period of time that the MCA and the Licensee both agree in writing to use as an initial term) (**Initial Term**).
- 2.2 Providing the Licensee has paid all payable Licence Fees, after the Initial Term these Terms will automatically renew for successive periods of 12 months (each, a **Renewal Term**) unless:
 - (a) the Licensee gives the MCA notice that it does not intend to renew, in accordance with clause 12.5;
 - (b) the MCA gives the Licensee notice in writing no less than 60 days before the end of the Initial Term or current Renewal Term (whichever is applicable); or
 - (c) either party terminates these Terms in accordance with clause 14.
- 2.3 MCA or the Licensee may terminate the Licence during the Initial Term or any Renewal Term in accordance with clause 14.

3. Grant of rights

- 3.1 The MCA grants the Licensee a non-exclusive licence during the Term of these Terms to carry out the Permitted Acts in the Licensee's Territory (as determined in accordance with clause 3.2).
- 3.2 The Licensee's Territory will be determined by the MCA (acting reasonably) based on information available to the MCA and according to the criteria set out in clause 12.3, and may differ for International Titles.

4. General Restrictions

- 4.1 Licensee may not:
 - (a) copy or distribute Media Monitoring Material or Articles for external publicity or advertising purposes;
 - (b) sub-license any rights granted under these Terms;
 - (c) aggregate Media Monitoring Material or Articles, or otherwise use or copy Media Monitoring Material or Articles, in a manner that could reasonably serve as a substitute for the Publications themselves; or
 - (d) directly or indirectly use (or authorise the use of) any technology which uses or collects any Articles or Media Monitoring Material for the purpose of training any large language model or for any other type of artificial intelligence or technology which uses content for business purposes, other than those expressly permitted under these Terms.
- 4.2 Nothing in these Terms authorises the Licensee to act in breach of a Publication Website's terms of use except (if applicable) as expressly set out in clause 5.1(f).

5. Permitted Acts: All licences

- 5.1 Provided the Licence Fee for a Basic Licence has been paid by the Licensee to the MCA, the Licensee may do the following with Basic Licence Articles for the purposes of Internal Use:
 - (a) make photocopies of Basic Licence Articles;
 - (b) print out and/or digitally copy or scan Basic Licence Articles;
 - (c) store copies of Basic Licence Articles created pursuant to clause 5.1 (a) and (b) for distribution to its Personnel located in Licensee's Territory via email or other electronic means;
 - (d) access and receive Media Monitoring Material from a Media Monitoring Organisation with a current licence from MCA to provide that service;
 - (e) provide copies of Basic Licence Articles and Media Monitoring Material relating to Basic Licence Articles it has received from an MMO to the external recipient(s) noted in the Licence Application and accepted by the MCA; and
 - (f) subject to clause 5.2, use any Publication Website selected in its Licence Application to the extent reasonably necessary to exercise the rights granted to it under these Terms.
- 5.2 Where access to Articles on a Publication Website listed in the MCA Publications List is restricted as subscriber-only content and/or is behind a paywall, entry into these Terms does not grant the Licensee the right to access such Articles. The Licensee would need to acquire the relevant subscription, or enter into another arrangement, directly with the Publisher to obtain such access.
- 5.3 Provided the Licence Fee for a Basic Licence has been paid by the Licensee to the MCA, the Licensee may upload in pdf or other format to its nominated website up to five (5) Articles per month from any of the Publications (except International Titles) it is entitled to copy under these Terms. If the Licensee wishes to upload more than five (5) Articles per month, it will need to obtain the prior approval of the MCA and pay additional Licence Fees in respect of a Web Extension in accordance with clause 7. Where the Licensee includes an Extension Licensee, clause 11.1 applies to this clause 5.3.
- 5.4 Provided the Licence Fee for a Basic Licence has been paid by the Licensee to the MCA, the Licensee may distribute or make available any Articles it is permitted to copy under these Terms (except from International Titles) to one External Recipient named in the Licence Application (or updated by the Licensee by notifying MCA in writing). If the Licensee wishes to distribute/make available any Article to more than one External Recipient, it will need to obtain the prior approval of the MCA and pay additional Licence Fees in respect of an External Recipient Extension in accordance with clause 8. The licence granted to the Licensee under these Terms does not extend to any acts undertaken by any External Recipient. Where the Licensee includes an Extension Licensee, clause 11.1 applies to this clause 5.4.

6. Permitted Acts: Extensions for Community Newspapers, Magazine & Business, and Online-only

- 6.1 In this clause 6, the terms "Extension" and "Articles" apply to:
 - (a) Community Newspapers Licence Extension and Community Newspapers Articles respectively;
 - (b) Magazine and Business Licence Extension and Magazine and Business Articles respectively;
 - (c) Online-only Licence Extension and Online-only Articles respectively.
- 6.2 Provided the Licence Fee for the relevant Extension(s) set out in 6.1(a) to 6.1(c) has been paid by the Licensee to the MCA, the Licensee may do any of the Permitted Acts set out in clause 5.1 with the relevant Articles (in addition to Basic Licence Articles) for the purposes of Internal Use.

7. Permitted Acts: Web Licence Extension

- 7.1 Subject to clause 7.2, provided the Licence Fees for a Web Extension have been paid by the Licensee to the MCA, the Licensee may upload in pdf or other format to its nominated website a copy of an Article from any of the Publications it is entitled to copy under these Terms.
- 7.2 The Web Extension does not apply to International Titles.

8. Permitted Acts: External Recipient Extension

- 8.1 Subject to clause 8.2, provided the Licence Fees for an External Recipient Extension have been paid by the Licensee to the MCA, the Licensee may distribute/make available any Article from any of the Publications it is entitled to copy under these Terms to additional named External Recipients, i.e., over and above the External Recipient in clause 5.4.
- 8.2 The External Recipient Extension does not apply to International Titles. The licence granted to the Licensee under these Terms does not extend to any acts undertaken by any External Recipient.

9. Permitted Acts: International Titles

- 9.1 Subject to clause 9.2, provided the Licence Fees for an International Titles Extension have been paid by the Licensee to the MCA, the Licensee may make digital copies of digital Articles in International Titles for press monitoring purposes only (which for the avoidance of doubt excludes posting any such Article on a website or using it in any form of advertising or promotion).
- 9.2 Any International Titles Extension may be subject to territorial restrictions.

10. Excluded Content.

- 10.1 The Licensee acknowledges that:
- (a) the Publishers obtain Articles from third party information sources pursuant to agreements they have with such information sources;
 - (b) the terms of such agreements between the Publishers and those information sources may contain terms as to the use of Articles, including restrictions or prohibitions on sublicensing Articles to further parties such as the Licensee;
 - (c) the MCA's ability to authorise any person to reproduce or substantially reproduce Articles included in Publications is therefore conditional on:
 - (i) the terms and continued existence of a Publisher's agreement with such information sources in respect of Articles; and
 - (ii) Publishers having authorised the MCA to sublicense Articles contained in the Publications to third parties; and

Licensee acknowledges that, for the reasons set out in clause 10.1, Publications may contain Excluded Content, and that the Licensee does not obtain any rights or permissions in relation to Excluded Content under these Terms.

11. Territorial restrictions and related companies

- 11.1 Where the Licensee (**Main Licensee**) has in its Licence Application nominated its wholly-owned subsidiary (**Subsidiary**) or an entity by which it is wholly owned (**Owner**) to be included in the Licence, then that nominated Subsidiary or Owner (**Extension Licensee**) will also be deemed to be a Licensee for the purpose of these Terms, provided that both the Main Licensee and Extension Licensee are in the Primary Territory or Secondary Territory, and subject to 11.1(a) to (h) below.
- (a) The Main Licensee and Extension Licensee may each supply any Article or Media Monitoring Material to Personnel of the other in the Primary or Secondary Territory (subject to any territorial restrictions described in clause 9.2).
 - (b) The Main Licensee will pay the applicable License Fees in respect of FTE Personnel of the Main Licensee and the Extension Licensee in the Primary Territory and Secondary Territory.
 - (c) Clause 5.2 applies to each of the Main Licensee and the Extension Licensee.
 - (d) For the purpose of clause 5.3, the Main Licensee and Extension Licensee will together be treated as a single Licensee, i.e., entitled to upload up to five (5) Articles in total between them.
 - (e) For the purpose of clauses 5.4, the Main Licensee and Extension Licensee will together be treated as a single Licensee, i.e. entitled to distribute or make available to one External Recipient in total between them.
 - (f) The Main Licensee is responsible for all acts and omissions of the Extension Licensee under or in relation to these Terms.
 - (g) The Main Licensee will ensure that all reports and information required of the Licensee under these Terms includes such reporting and information for the Main Licensee and the Extension Licensee.
 - (h) The Main Licensee will be the MCA's point of contact for the purpose of these Terms and the Licence. All notices given by the MCA to the Main Licensee for the purpose of these Terms will be deemed to also be notices to the Extension Licensee.

12. Licence fees, payment and invoicing

- 12.1 The Licensee will pay the MCA within 30 days of receipt of a valid invoice:
- (a) in advance an annual Licence Fee calculated in accordance with the MCA's then current Price Lists and the number of FTE Personnel covered by the Licence in accordance with clause 12.2; and
 - (b) all supplementary amounts relating to variations to the Licensee's details in the Licence Application.
- 12.2 If the Licensee in the Secondary Territory is Carrying on Business in New Zealand then that Licensee is required to report to the MCA on its number of FTE Personnel including those Personnel located in New Zealand.
- 12.3 The Licensee acknowledges and confirms that for the purpose of clause 12.2 a Licensee will be deemed to be 'Carrying on Business in New Zealand' if the Licensee:
- (a) is required to register on the New Zealand Companies Office Register as an Overseas Company pursuant to section 334 of the Companies Act 1993;

- (b) owns, leases, or otherwise has any rights to occupy any premises in New Zealand of which it runs any of its business operations;
- (c) makes any profits from offering goods or services in New Zealand on a regular or systematic basis;
- (d) carries out similar business activities in New Zealand to those carried out in the Secondary Territory on a regular or systematic basis;
- (e) employs or engages any Personnel in New Zealand on a regular or systematic basis; or
- (f) is required to pay any tax in New Zealand.

- 12.4 The amount of the Licence Fee will be calculated based on the description of the copying to be undertaken by the Licensee (including, where applicable the Extension Licensee) and the number of FTE Personnel for the Licensee (including, where applicable, the Extension Licensee) covered by the Licence, as indicated in its Licence Application.
- 12.5 The MCA will send a renewal form in advance of these Terms being due for renewal. In order to renew the licence, the Licensee will complete the renewal form, including updating any relevant information for the calculation of the Licence Fee. The MCA will then issue a renewal invoice to the Licensee calculated on the basis of the Price Lists applicable at the time of renewal. If the Licensee does not return the completed renewal form and has not notified the MCA that it doesn't want to renew, the MCA will issue a renewal invoice based on the information provided by the Licensee in its most recent Licence Application. If the Licensee elects not to renew these Terms it must notify the MCA in writing (which may be by email) prior to the renewal date or within ten days of receiving the renewal invoice (whichever is later), failing which the Terms will renew and the renewal invoice will be payable.
- 12.6 The Licensee must inform the MCA as soon as practicable after receipt of the renewal invoice of any changes impacting the Licence Fee due to the MCA. The Licensee will pay all invoices within 30 days of the date of invoice.
- 12.7 The Licensee will pay interest on any overdue payments at the rate of five percent (5%) per annum.

13. Licensee's obligations

- 13.1 The Licensee must:
- (a) pay the Licence Fee(s);
 - (b) not exceed the maximum number of Permitted Users specified in the Licence Application;
 - (c) comply with all applicable laws in relation to its use of the Articles and MMO Material;
 - (d) take all reasonable steps to ensure that each copied Article and/or Media Monitoring Material supplied to its Personnel (or to any other organisation or person permitted by these Terms) either displays the following notice or is correctly attributed to the relevant Publication (whichever is appropriate for the context in which it is supplied):
"This article and/or material is protected by copyright. You may not copy, store or distribute it in any form or by any means without the prior written consent of the Media Copyright Agency. Phone (09) 306 1657 or email info@mediacopyrightagency.co.nz for further information."
 - (e) ensure the number of Articles made available on its nominated website does not exceed the number covered by the Licence.
 - (f) ensure these Terms are renewed if it intends to continue using or copying Articles and/or receiving or being granted access to the Media Monitoring Material after the expiry of the current term.

14. Termination

- 14.1 The Licensee may terminate these Terms at any time without cause by giving the MCA notice in writing. No refund is payable in the event of such termination.
- 14.2 Either of the MCA or Licensee may by notice in writing to the other terminate these Terms immediately if:
- (a) the other is in material breach of any term, condition or provision of these Terms and fails to remedy such breach within 10 Working Days of having received written notice of such breach (provided the breach is capable of remedy);
 - (b) the other commits a material breach that is not capable of being remedied; or
 - (c) the other enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of a genuine amalgamation or reconstruction) or suffers any similar action in consequence of a debt or if it becomes insolvent or enters into any arrangement with its creditors to take or suffer any similar action in consequence of debt.
- 14.3 On termination or expiry of these Terms, the Licensee will immediately:
- (a) cease copying Articles and Media Monitoring Material; and
 - (b) cease supplying copied Articles and Media Monitoring Material to any other organisation.
- 14.4 Termination or expiry of these Terms will not affect any payment obligation which arose prior to termination or expiry.

15. Intellectual Property

- 15.1 The Licensee acknowledges that the Intellectual Property in Publications and Articles is and will remain the property of the relevant Publisher.

16. Confidential information

- 16.1 The Parties will use any confidential information acquired from the other Party solely for the purpose of these Terms and will not disclose any confidential information to any third party unless required by law or regulation. A Party may disclose any such confidential information to those of

its employees as may reasonably be required for the purpose of these Terms, provided that such employees are made aware of and accept the duties of confidentiality under this clause.

17. Warranties and indemnity

- 17.1 The Licensee warrants and represents that the information provided in the Licence Application is accurate and true, and that it will promptly advise the MCA of any material changes to its FTE Personnel (including, where applicable, those of the Extension Licensee) and/or the Licence Application.
- 17.2 The MCA warrants it is entitled to enter into these Terms and to grant the licences granted under them, but makes no other warranty including as to the content of any Article or Media Monitoring Material.
- 17.3 Subject to clauses 17.4 to 17.6 (inclusive) and 18.2 below, the MCA will keep the Licensee indemnified against any and all claims or actions from third parties, damage, loss, penalty, liability or costs (including reasonable legal representation costs) arising out of the use or copying of Articles by the Licensee in accordance with these Terms during the term of these Terms.
- 17.4 Protection under the indemnity in clause 17.3 shall not apply to:
- (a) use or copying of Articles by or on behalf of the Licensee prior to the Commencement Date, unless (and to the extent) expressly agreed between the parties in an addendum to these Terms;
 - (b) any wilful misconduct, recklessness or negligence on the part of the Licensee, their employees, officers and agents;
 - (c) any claims or actions from third parties relating to the use or copying of Articles outside the term of these Terms or not permitted by these Terms; or
 - (d) the extent that any action or omission of the Licensee caused or contributed to the damage, loss, penalty, liability or costs.
- 17.5 The Licensee must take reasonable steps to mitigate any damage, loss, penalty, costs or liability it may suffer or incur arising out of the use or copying of Articles by the Licensee in accordance with these Terms.
- 17.6 To avail itself of indemnification under clause 17.3, the Licensee must inform the MCA in writing within twenty (20) Working Days of becoming aware of a claim and promptly grant the MCA sole control over the investigation, defence and settlement of the claim. The Licensee must fully cooperate with the MCA and follow all reasonable instructions given by the MCA. The Licensee may not settle any claim without the permission of the MCA and must take no action that prejudices the rights of the MCA.

18. Limitation of liability

- 18.1 The Licensee acknowledges that the MCA has no control over any service provided to any Licensee by a MMO or for any Media Monitoring Material or Article.
- 18.2 To the extent permitted by law, the MCA is not liable (whether in contract, tort (including negligence), equity, or otherwise) for any service provided by an MMO or for any Media Monitoring Material or Article.

19. No Assignment

- 19.1 Neither Party will assign its rights under these Terms without the prior written consent of the other Party.

20. No partnership

- 20.1 Nothing in these Terms creates a partnership, agency or joint venture between the Parties.

21. No Waiver

- 21.1 No failure on the part of either Party to exercise, and no delay in exercising any right or option under these Terms will operate as a waiver by that Party of that or any other right or remedy available to it.

22. Amendments

- 22.1 MCA may amend these terms by reasonable notice in writing to the Licensee, if the amendment is reasonably necessary to comply with law. Otherwise, no amendment to these Terms will be effective unless it is in writing and signed by both Parties.

23. Entire Agreement

- 23.1 These Terms constitute the entire agreement and understanding between the Parties in relation to its subject matter and supersedes all prior agreements or undertakings of the Parties, whether oral or written.
- 23.2 To the extent permitted by law there are no other warranties, express or implied, made by either Party in connection with the purpose of these Terms, except as provided in these Terms.

24. Notices

- 24.1 All notices given by a party under these Terms must be in writing and in English and sent by prepaid post or by email to the attention of the other Party's representative or hand delivered to the other party's physical address, with such contact details as set out in the Licence Application.
- 24.2 The Parties may from time to time change their respective addresses, telephone and email details by providing the other Party with written notice.
- 24.3 Notices and communications take effect from the time of receipt unless a later time is specified. If a notice is received after 5pm (New Zealand time) it is taken to be received the next Working Day (New Zealand time).
- 24.4 Notices sent by post are taken to be received five (5) Working Days after posting. Notices sent by email are taken to be received when the sender receives an acknowledgement indicating receipt from the other Party's email address.

25. Severability

- 25.1 If any provision of these Terms or its application is or becomes invalid or unenforceable to any extent, the remainder of these Terms and its application will not be affected and remain enforceable.

26. Governing law and dispute resolution

- 26.1 These Terms are governed by the laws of New Zealand and subject to the exclusive jurisdiction of the Courts of New Zealand.