

Information from a Media Monitoring Organisation for their clients carrying on business only outside New Zealand

Copyright and use of website content

Under the terms of our Licence Agreement with Media Copyright Agency (the "**MCA**") we are required to draw your attention to the following matters.

To provide our service to you, we are permitted to use MCA Publishers' content in ways that would (in the absence of our licence from the MCA or the relevant publisher) be copyright infringement. Further, because our licence includes rights to use digital and print content, we may source material from print feeds and publisher websites. Publishers' website terms and conditions typically permit use of material on the website only for personal and other non-commercial purposes. As our client receiving our service and only carrying on business only outside of New Zealand, you will enjoy the benefit of our licence to access that website and use that content in ways that may not otherwise be permitted by the Publishers.

For the reasons outlined above, in receiving our service you agree to comply with the following terms of supply in relation to use of content contained or referenced in our reports and derived from the MCA's repertoire of publications (**Content**).

Before reading the terms set out below and deciding whether they apply to you, please read the terms below relating to clients carrying on business in New Zealand.

Important note for clients carrying on business in New Zealand:

If you are (or begin) "carrying on business" *in New Zealand (even if you are located outside New Zealand)*, we are unable to sub-license any rights to you. You will need a licence from the MCA to do any of these things in New Zealand in relation to the New Zealand Publications listed on the MCA's website: <https://mediacopyrightagency.co.nz/publications>, unless you have a licence directly from the relevant Publishers or, if applicable, other copyright owner(s). Please see [Schedule 4] about how to obtain a licence from the MCA.

You may also need a licence from the authorised representative of overseas publications included in our service to you. The MCA can provide information about which overseas publications it represents in New Zealand.

You are deemed to be carrying on business in New Zealand if you:

- are required to register on the New Zealand Companies Office Register as an Overseas Company pursuant to section 334 of the (New Zealand) Companies Act 1993;
- own, lease, or otherwise have any rights to occupy any premises in New Zealand of which it runs any of its business operations;
- make any profits from offering goods or services in New Zealand on a regular or systematic basis;
- carry out similar business activities in New Zealand to those carried out in the Secondary Territory on a regular or systematic basis;
- employ or engage any Personnel in New Zealand on a regular or systematic basis; or
- are required to pay any tax in New Zealand.

If you are not carrying on business in New Zealand, the following terms apply to our supply of Content to you during the term of your contract with us.

1.1 You may do any of the following **for your business's own Internal Business Purposes**:

- (1) access and receive our media monitoring reports;
- (2) make photocopies of Content;
- (3) print out and/or digitally copy or scan Content; and
- (4) store copies of Content for distribution to your internal personnel located outside New Zealand, via email or other electronic means where your organisation is not carrying on business in New Zealand.

"Internal business purposes" expressly excludes:

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

1.2 You may only allow your Permitted Users to access and use Content, and only for the purposes of your Internal Business Purposes.

"Permitted User" means:

- (a) your individual employees or officers;
- (a) an individual who is an independent contractor or consultant to you, for as long as that person is contracted primarily or exclusively to you; and
- (b) an independent contractor or consultant as long as they contracted to you and their use is only for their work as a contractor or consultant to you,

who is authorised by you to receive or access the Publisher Content.

1.3 You may not (and your Permitted Users may not):

- (1) authorise any other person, organisation or other entity to exercise any of the rights granted under this letter;
- (2) copy or distribute Content for external publicity or advertising purposes;
- (3) aggregate Content, or otherwise use or copy any Content in a manner that could reasonably serve as a substitute for the Publications themselves;
- (4) supply the Content to anyone who is not a Permitted User; or
- (5) copy any Content in a manner not expressly provided for in this letter unless you have obtained a licence to do so directly from the MCA, the relevant Publisher, or the copyright owner, or as expressly permitted by law.

1.4 You may not (and your Permitted Users may not) supply Content to your personnel, or any other person, in New Zealand, unless they have a licence directly from the MCA or the relevant Publisher or as expressly permitted by law.

1.5 You and your Permitted Users must:

- (1) comply with all applicable laws in relation to your use of the Content; and
- (2) take all reasonable steps to ensure that each time you circulate or supply Content to your personnel or any other person permitted by this letter, it is accompanied by the following notice:

"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 or the copyright owner. Phone +64 9 306 1657 or email info@mediacopyrightagency.co.nz for further information."

1.6 You acknowledge and agree that:

- (1) the MCA has no control over any service we provide to you or any Content; and

- (2) to the extent permitted by law the MCA is not liable to you (whether in contract, tort (including negligence, equity or otherwise)) for any service provided by us or for any Content.

If information comes to our attention which leads us to believe that you or any of your Permitted Users are acting in breach of the terms of this letter, we are required by the terms of our licence from the MCA to disclose that information to the MCA and may be required to cease providing Content to you or terminate our agreement with you.

If you wish to undertake any activity beyond the scope of the activity authorised under this letter, please contact the MCA for information about further licence options that are available. The MCA's contact details are available on its website at www.mca.co.nz. Some publishers may require you to register or pay to use certain content on their website, in which case you will need to do that before you can access and read that content. We are not able to grant you that access.