http://www.pls.org.uk/privacy-cookie-policy/PLSCLEAR – TERMS OF USE

Who We Are

We are **Publishers Licensing Society Limited**, a company incorporated and registered in England and Wales with company number 01575236 whose registered office is at 55-56 Russell Square, London, WC1B 4HP.

These Terms of Use

These terms of use (together with the documents referred to in them) (the **Terms**) govern your relationship with us when you use our web-based republication permissions service (**PLSclear**, or the **Service**) via our website www.plsclear.com (the **Site**).

The Service is designed for use by two categories of user:

- Publishers, authors and other parties wishing to request republication permission via the Service (**Licensees**); and
- Publishers and other rights holders wishing to receive (and, if applicable, grant) republication permission requests via the Service (**Licensors**).

These Terms apply to you as a user of the Service, whether you are a Licensee or a Licensor. Please refer carefully to these Terms before you start to use the Service. We recommend that you print a copy of these Terms for future reference. By using the Service, you will be deemed to have understood and accepted these Terms, which form a binding agreement between you and us.

Other Applicable Terms

These Terms refer to our Privacy and Cookie Policy [*http://www.pls.org.uk/privacy-cookie-policy/*] (the **Privacy Policy**), which also applies to your use of the Service. The Privacy Policy sets out (a) the terms on which we process any personal data we collect from you or that you provide to us; and (b) information about the use of cookies on the Service. By using the Service, you consent to such processing and you warrant that all data provided by you is accurate.

Changes to These Terms

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

The Service

The key functions provided by PLSclear are:

- Maintaining a database (the **Database**) of published content (the **Published Content**);
- Providing a search engine function so that Licensees can search the Database;
- Providing a helpdesk service to assist Licensees with problematic searches of the Database;
- Providing a permission request interface (the **Request Interface**) via which Licensees can send republication permission requests to Licensors (**Requests**);
- Maintaining a list of permissions contacts within Licensor organisations (**Contacts**); and
- Delivering Licensees' Requests to the applicable Contacts.

The list above is not an exhaustive list of the functions provided by the Service and we may decide to offer additional functions, or cease to provide any functions, at any time.

Request Questionnaire

To use the Service, Licensees are required to complete a questionnaire via the Request Interface (the **Request Questionnaire**). The Request Questionnaire comprises a number of mandatory fields for you to complete, including (but not limited to) details relating to the Request, the requested Published Content and the planned use of the requested Published Content. You agree that you will provide complete and

accurate information when completing each Request Questionnaire and you acknowledge that any failure to provide complete and accurate information may result in a diminution in our ability to effectively provide the Service to you.

Your Use of the Service

You are responsible for making all technical arrangements necessary to access the Service. You are also responsible for ensuring that all persons who access the Service through your internet connection are aware of these Terms and that they comply with them.

You may use the Service only for lawful purposes. In particular, but without limitation, may not use the Service:

- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to send, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Service or any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Service in contravention of these Terms; and
- not to access without authority, interfere with, damage or disrupt (a) any part of the Service; (b) any equipment or network on which the Service is stored; (c) any software used in the provision of the Service; or (d) any equipment or network or software owned or used by any third party.

Availability of the Service

The Service is provided on an "as is" basis without any warranties of any kind. We make no representations, warranties or guarantees of any kind regarding the availability or operation of the Service or that the Service will be secure, uninterrupted or free of defects.

Your access to the Service may be suspended or restricted occasionally to allow for maintenance, repairs, upgrades, or the introduction of new facilities or services. We will always try to limit the frequency and duration of any planned disruption but we will not be liable to you if for any reason the Service is unavailable at any time or for any period.

Intellectual Property

You acknowledge that the Service and all material published on the Service including but not limited to text, graphics, photos, logos, button icons, images, trade marks, audio and audio visual clips, databases, data compilations, data and software (the **PLS Content**) are owned and controlled by or licensed exclusively to us. You may not copy, adapt, display, communicate to the public or otherwise use any PLS Content except as enabled and permitted by the Service from time to time.

You may print off one copy, and may download extracts, of any page(s) from the Service which you are authorised to access provided that such prints and downloads are for your personal and non-commercial use only.

Links to Other Services

The Service may offer links to other websites from which third party services can be obtained and which we reasonably believe to be reputable sources of such services. However, you acknowledge that these other websites are independent from us and we make no representations or warranties as to the legitimacy, accuracy or quality of such third party services, and we do not accept any responsibility for their content, safety, practices or privacy policies.

Computer Viruses

We will use reasonable endeavours to ensure that no part of the Service will contain or spread any viruses or other malicious code. However, we recommend that you ensure that computers used to access the Service run up-to-date anti-virus software as a precaution, and you are advised to virus-check any materials downloaded from the Service and regularly check for the presence of viruses and other malicious code.

To the full extent permitted by law we exclude liability for damage or loss of any kind caused by viruses or other harmful components originating or contracted from the Service.

Limitation of Liability

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

Except as expressly set out in these Terms, we make no representations, warranties or guarantees of any kind in respect of the Service, the PLS Content and/or any Published Content and all conditions, warranties and representations express or implied are hereby excluded to the full extent permitted by law. **In particular, but without limitation to the generality of the foregoing, we make no representations, warranties or guarantees that (a) (if you are a Licensee) Requests will be granted by Licensors; or (b) (if you are a Licensor) any Requests will be made in relation to Published Content owned or controlled by you**.

In relation to the supply of the Service our liability for losses which you suffer is strictly limited to the purchase price paid by you access to the Service, if any, and any losses which are a foreseeable consequence of us breaching these Terms. Losses are foreseeable if they are contemplated by you and us at the time you commence use of the Service.

Notwithstanding the foregoing, we will not be liable for:

- any losses that were not caused by any breach of these Terms on our part;
- any business losses (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure);
- any indirect or consequential losses that were not foreseeable to both you and us when you commenced using the Service;
- any losses which are the result of your use of or the provision of any Published Content; or
- any losses to the extent that they result from a breach by you of any of these Terms.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the Service or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of any third party websites linked to via the Service and we will not be liable for any loss or damage that may arise from your use of them.

Prices and Payment Methods

Licensees and Licensors may send, or receive, up to nineteen (19) Requests free of charge (the **Free Allocation**). Once Licensees or Licensors have used up their Free Allocation, any further use of the Service will be subject to the payment of an annual subscription fee (the **Subscription Fee**). You will be sent an email after your 19th Request (using the email address supplied by you during completion of your previous Request Questionnaires) informing you that your Free Allocation has been used up and providing details of how to pay the Subscription Fee. When paid, you will be able to use the Service for one year (**Premium Access**). Subscription Fee details appear on the Site and are exclusive of VAT unless otherwise stated. We may change the Subscription Fee for Premium Access at any time by posting the new fee on the Site.

We accept payment via credit or debit cards.

By paying using your credit or debit card you confirm that the card is yours and that there are sufficient funds or credit available to cover the charges.

Your Right to Cancel

You have the right to cancel your subscription for Premium Access at any time within a fourteen (14) day period (the **Cooling-Off Period**) beginning on the day after you subscribed for Premium Access, provided that you do not make a Request within the Cooling-Off Period. If you do make a Request within the Cooling-Off Period you will no longer have a right to cancel or withdraw from your subscription for Premium Access. In addition, after the Cooling-Off Period has elapsed you no longer have the right to cancel your subscription for Premium Access and/or receive a refund even if you do not subsequently make a Request.

To exercise your right to cancel your subscription for Premium Access, please contact us at plsclear@pls.org.uk.

If you exercise your right to cancel (and provided always that you have not made a Request within the Cooling-Off Period), you will receive a full refund of the Subscription Fee. We will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day on which you give us notice of cancellation.

Termination

We may, in our sole discretion, terminate your access to or use of the Service without notice if you are in breach of these Terms or if we believe in our absolute discretion that your use of the Service is unsuitable in any way.

Miscellaneous

If any provision or part of a provision of these Terms is held to be illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction, such provision will be deemed severed from these Terms and the remainder of these Terms will remain in full force and effect.

These Terms are governed by English law and the courts of England and Wales will have non-exclusive jurisdiction over any disputes arising in respect of or in relation to these Terms and your use of the Service.