

Radio Device Manufacturer Metadata Terms of Use – ~~SECOND DRAFT~~

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Purpose

The Content Provider wishes to provide Metadata for the manufacturer of devices receiving and reproducing Broadcast Radio Signals to use with and within their Radios by publishing standard terms and conditions that ~~may~~ be accepted by those parties. The Content Provider has agreed to these Radio Device Manufacturer Terms in order that the Device Manufacturer which agrees to these terms, may use such Metadata.

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1. Definitions

Broadcast Radio Signals: means radio frequency transmissions to the standard of AM, FM, DAB, DAB+, DRM or HD Radio.

Content Provider: means an entity that provides Content and Metadata, ~~on its own behalf or by use of a sub-contractor acting on its behalf.~~

Content: means audio ~~content~~ distributed by means of Broadcast Radio Signals.

Device Manufacturer: means ~~the~~ entity that is responsible for ~~determining the functionality of Radios provided to~~ End-~~Users.~~

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~~Deleted: the reception of Broadcast Radio Signals and reproduction of Content by use of its Radio devices, and...~~

~~Deleted: use of any Metadata or Content by the~~

~~Deleted: User.~~

~~Deleted: or Service Provider~~

Radio Device Manufacturer Terms: means these terms and conditions which are intended to apply to any Device Manufacturer which utilises the Metadata from a Content Provider and sets out how the Device Manufacturer may use Metadata in their Radio(s) and how Metadata is made available by the Content Provider ~~to~~ the Device Manufacturer.

End-User: means ~~the ultimate~~ recipient of the Content and Metadata.

Metadata: means any digital information, whether machine or human readable, that is provided by the Content Provider ~~for use on the Radio~~ to enhance their Content, ~~and is acquired by the Radio correctly using the following technical standards:~~

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- ~~ETSI TS 103 270 – Hybrid Radio Lookup;~~
- ~~ETSI TS 102 818 – Service and Programme Information;~~
- ~~ETSI TS 101 499 – Visual Slideshow.~~

Radio: means any device receiving and reproducing Broadcast Radio Signals, ~~If the Device Manufacturer provides a method of reproducing the Metadata on a different device, that reproduction is subject to these Terms. If the Device Manufacturer provides technical processes external to the Radio to support the reproduction of Metadata on the Radio, those processes are subject to these Terms.~~

~~Deleted: including those controlled by or utilising applications (Companion Apps) when presenting~~

~~Deleted: to the End-User.¶~~

~~Service Provider: means an entity~~

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~~Restrictions on use~~

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2. Licences and protection of intellectual property rights

~~2.1 Subject to Clause 9.5, the Radio Manufacturer accepts these Radio Device Manufacturer Terms, and the Content Provider allows the Radio Manufacturer to access its Metadata.~~

2.2 The Device Manufacturer and the Content Provider ('the Contracting Parties') will ensure that all sub-contractors and sub-licensees, process and deal with Metadata solely in accordance with these Radio Device Manufacturer Terms, and the relevant sub-contractor or sub-licensee is granted the appropriate rights under these Radio Device Manufacturer Terms to undertake its duties to the Contracting Party with whom it has contracted.

2.3 All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in Metadata will remain vested in the Content Provider or its licensors

2.4 The names, images and logos in the Metadata are subject to copyright, design rights and trademarks (registered and unregistered) of the Content Provider or any other third party or licensor.

2.5 All Content Provider and/or licensor rights (including copyright, trademarks, patents, design rights and other intellectual property rights) in the Metadata are reserved by the Content Provider as owner or on behalf of licensors as licensee as appropriate, and nothing in the Radio Device Manufacturer Terms operates to transfer or license these rights to Device Manufacturer or to transfer or license any rights in any trademarks or logos owned by the Content Provider.

3. Metadata conditions

3.1 The Device Manufacturer will ensure that:

3.1.1 all Metadata is intended to be used as an incidental or ancillary facility on the Device Manufacturer's Radios and Metadata elements defined as URLs or URIs must not be shown to, or be accessible as such, by the End-User;

3.1.2 its Radios accurately display unaltered, any Metadata that it makes available on its Radios.

The Device Manufacturer may use a truncated version of the Metadata, as long as the truncation does not unreasonably in the sole opinion of the Content Provider, distort or misrepresent the Metadata, and that the original Metadata can be readily accessed on the Radio by the End-User;

3.1.3 the End-User will not have the ability to copy, alter or remove the Metadata from the Radio, and

3.1.4 Metadata is made available to all End-Users of the Device Manufacturer's Radios free of charge.

3.2 subject to Clause 3.1.4, a Device Manufacturer may charge End-Users to enable the Metadata functionality on its Radios provided that the End-User is made aware that using the Radio with Metadata functionality may incur a cost before commitment to incurring such costs.

3.3 The Device Manufacturer will use the most recent version of the Metadata provided by the Content Provider. The Device Manufacturer may use ephemeral storage to improve the technical performance of their Radio, but no Metadata may be stored longer than the caching time stipulated by the Content Provider at the time of providing the Metadata.

3.4 The Device Manufacturer will not aggregate or consolidate any requests from End-Users for Metadata except as provided for in clause 3.3.

3.5 Metadata on any Device Manufacturer's Radios will be made available to all End-Users of the Device Manufacturer's Radios and will not be edited to create derivative or new editorial, comprising parts or edits of any Metadata.

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Deleted: or Content Provider. .

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Deleted: <#>All Metadata is acquired from the Service Provider for Content for use on the device by using the following technical standards and not by any other means: .
ETSI TS 103 270 – Hybrid Radio Lookup
ETSI TS 102 818 – Service and Programme Information
ETSI TS 101 499 – Visual Slideshow¶

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Deleted: <#>Radio(s) and will not be used to create applications or services that are intended to replicate or closely resemble to an End-User, any applications, services or products of the Service Provider or Content Provider;¶
<#>access to

Deleted: <#>is made available by the Service Provider to all users of the Device Manufacturer's Radio(s) free of charge. Device Manufacturers may charge End-Users to access Metadata functionality but will not charge End-users for Metadata which will be made available to End-Users without charge; ¶
<#>Metadata on any Device Manufacturer's Radio(s) made available to all End-Users of the Device Manufacturer's Radio(s) and the D ... [1]

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Deleted: <#>for editorial purposes or in order to comply with applicable policy or regulation. .

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3.6 Metadata may be used by the Device Manufacturer and accessed by End-Users of the Device Manufacturer's Radios worldwide subject to any territorial restrictions imposed by the Content Provider.

3.7 Device Manufacturer acknowledges that the Metadata is made available to the Device Manufacturer and to the End-Users of its Radios at the sole discretion, management, operational and editorial control of the Content Provider.

4. Announcements, advertising, sponsorship and marketing

4.1 The Device Manufacturer will not cause or permit any additional advertising, sponsorship or marketing not provided in the Metadata by the Content Provider to be displayed on any Device Manufacturer's Radio(s) in such a way so that it is associated with any Metadata, and/or is graphically or technically combined with any Metadata.

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4.2 The Device Manufacturer will not claim nor imply that it has an exclusive relationship with the Content Provider; that it offers exclusive access to Metadata; or that the Content Provider endorses any of the Device Manufacturer's Radio(s).

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4.3 The Device Manufacturer may promote its Radio and services but will not infer any association with a specific Content Provider.

5. Device Manufacturers' Warranties

5.1 Device Manufacturer represents and warrants that:

5.1.1 it has the full right, power and authority to agree to the Radio Device Manufacturer Terms;

5.1.2 it will comply with all applicable laws and regulations and;

5.1.3 it will comply with its obligations under the Radio Device Manufacturer Terms; and

5.1.6 it will not use the Metadata in any way that could bring the Content Provider into disrepute or otherwise cause the Content Provider any loss or damage.

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5.2 In the event of a breach of the warranties in this Clause 6 the Content Provider will have the right to suspend or terminate the Device Manufacturer's right to utilise the Metadata.

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Sections 6, 7 and 8 are still being consulted on.

9. Termination

9.1 The Content Provider may terminate the Radio Device Manufacturer Terms at its sole discretion without cause at any time with immediate effect. No notification of termination will be provided to the Device Manufacturer, and the Device Manufacturer is required to verify that the licence is still in effect each time it retrieves Metadata, subject to the provisions of clause 4.2

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9.2 The Device Manufacturer may terminate the Radio Device Manufacturer Terms at its sole discretion without cause at any time with immediate effect by ceasing to use Metadata.

9.3 On the termination of the Radio Device Manufacturer Terms, all rights granted to the Device Manufacturer under the Radio Device Manufacturer Terms will cease immediately and any use of Metadata by the Manufacturer will cease immediately.

10. General provisions and additional arrangements

10.1 Nothing in the Radio Device Manufacturer Terms will be construed as creating a partnership, joint venture or agency relationship between the Content Provider and the Device Manufacturer.

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10.2 Any failure or delay by the Content Provider in exercising its rights under any provisions of the Radio Device Manufacturer Terms will not be construed as a waiver of those rights.

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10.3 The Radio Device Manufacturer Terms are personal to the Device Manufacturer and will not be assigned or otherwise transferred in whole or in part by the Device Manufacturer.

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10.4 If any part of the Radio Device Manufacturer Terms is proven to be invalid, unenforceable or illegal, the other provisions will remain in force.

10.5 The Radio Device Manufacturer Terms, including any additional terms between the parties is intended to supersede all prior agreements and understandings between the parties concerning the subject matter of this Agreement and constitutes the entire agreement in that regard between the parties. The Contracting Parties may agree in writing to retain any pre-existing agreements or to enter into further agreements concerning the subject matter of this Agreement.

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