

## **TERMS OF USE FOR DAB+ MARKS**

These terms and conditions of use ("Terms of Use") apply to WorldDAB, a non-for-profit organisation, incorporated and registered in Switzerland whose operational office address is 55 New Oxford Street, London, WC1A 1BS ("WorldDAB") granting a non-exclusive, royalty free, licence to use the DAB+ logos, sound mark (subject to registration) ("Marks"), in line with the Style Guide, to you ("You" or "End User") in order to increase recognisability of DAB+ digital radio.

**BY ACCESSING AND USING THE MARKS, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE MARKS.**

Mitteldeutscher Rundfunk (Anstalt des öffentlichen Rechts) ("MDR") is the owner of the Marks and has granted WorldDAB a non-exclusive licence to use and sub-license the use of the Marks.

WorldDAB reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is the End User's responsibility to check these Terms of Use periodically for changes. The End User's continued use of the Marks (sound mark subject to its registration) following the posting of changes will mean that You accept and agree to the changes. As long as You comply with these Terms of Use, WorldDAB grants You a non-exclusive and non-transferable licence to access and use the Marks.

### **Use of the Marks**

You shall ensure that all use of the Marks (sound mark subject to its registration), logo or copyright shall comply strictly with the Style Guide regarding the form and manner of the application of the Marks and any reasonable directions issued in writing from time to time by WorldDAB. You can access the Style Guide here: [LINK].

You shall use best endeavours to promote and expand the use of the Marks (sound mark subject to its registration), logo or copyright, and shall advertise, promote and provide publicity, as may reasonably be expected by WorldDAB, to the Marks (sound mark subject to its registration) and bring them to the attention of as many members of the public as possible.

You shall not apply for, or obtain, registration of the Marks (sound mark subject to its) for any goods or services in any country worldwide. Any goodwill derived from the use by the End User of the Marks (sound mark subject to its registration) shall accrue to MDR. You shall provide, at the request of WorldDAB and its own expense, all necessary assistance in such maintenance and prosecution of the Marks (sound mark subject to its registration). For the avoidance of doubt, You are not permitted to sub-licence the use of the Marks (sound mark subject to its registration) to any third party.

You undertake to ensure End User advertising, marketing and promotion of the Marks (sound mark subject to its registration), logo or copyright shall in no way reduce or diminish the reputation, image and prestige of the Marks (sound mark subject to its registration) or of products sold under or by incorporation or by reference to the Marks (sound mark subject to its registration). You shall bear the costs of all End User advertising, marketing and promotion of the Marks (sound mark subject to its registration).

You shall notify WorldDAB in writing giving full particulars (if any) of any actual, suspected or threatened infringement of the Marks (sound mark subject to its registration), logos or copyright that comes to the End User's attention.

You shall, in exercising its rights under these Terms of Use, comply with all applicable laws, regulations and codes of practice.

### **Term and Termination**

The End User shall be entitled to use the Marks, after the End User accepts and agrees to abide by the Terms of Use, until the main licence agreement between WorldDAB and MDR terminates or expires. WorldDAB shall have the right to withdraw the End User's non-exclusive right to use the Marks (sound mark subject to its registration), logo or copyright with immediate effect should the End User's use of the Marks not comply or adhere to the Style Guide.

On termination, all rights and licences granted to the End User pursuant to these Terms of Use shall cease and the End User shall promptly remove the Marks, logo or copyright from existing products and destroy all marketing and promotional materials under its control that feature the Marks, logo or copyright in addition to using best endeavours to ensure the withdrawal and destruction of any such marketing and promotional materials that are under the control of third parties.

### **Liability and Indemnity**

WorldDAB shall not be liable to the End User for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the End User's use of the Marks, logo or copyright or exercise of the rights granted to it under these Terms of Use.

You shall indemnify WorldDAB against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by WorldDAB arising out of or in connection with:

- 1.1 End User's use of the Marks, logo or copyright or exercise of its rights granted under these Terms of Use, including any claim made against WorldDAB for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith; and

- 1.2 End User's breach or negligent performance or non-performance of its obligations under these Terms of Use, including any product liability claim relating to product manufactured, supplied or put into use by the End User that included the Marks (sound mark subject to its registration), logo or copyright (whether directly or indirectly).

### **Governing Law and Jurisdiction**

These Terms of Use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of Germany.

Each party irrevocably agrees that the courts of Germany shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Use or their subject matter or formation.

If you have any questions in relation to the use of the Marks, logo or copyright or these Terms of Use, please contact the WorldDAB Project Office, [projectoffice@worlddab.org](mailto:projectoffice@worlddab.org).