



Updated 12 January 2024

## Copyright Policy

### 1. Introduction

Your access and use of Contagious services shall be in accordance with our [General Terms of Business](#) and this copyright policy. In the event of conflict or inconsistency between the terms of this copyright policy and the General Terms of Business, the terms of this copyright policy shall prevail.

- 1.1. We reserve the right to change this copyright policy from time to time by publishing an **updated** policy on [www.contagious.com](http://www.contagious.com). The updated copyright policy shall become effective and replace any previous copyright policy with effect from publication.
- 1.2. We use a number of defined terms in this copyright policy. Their meanings are given in the definitions set out in paragraph 5 below and our [General Terms of Business](#).

### 2. Fair Use Policy

All use of Contagious services is subject to fair usage limits designed to prevent misuse of the Deliverables, outside of normal business usage. Contagious may put in place system restrictions which temporarily suspend User access if we consider that downloads exceed normal business usage. The Pitch Support (Ask Contagious) Service may be subject to a cap on the number of requests per calendar month where set out in the Order Form.

### 3. Authorised use of Deliverables

- 3.1. In addition to the permitted use set out in clause 17.2 of our General Terms of Business, Users may incorporate insubstantial extracts from the Deliverables into User Reports and share them externally, provided such reports are only made available to the following:
  - 3.1.1. to other Users for their reference only, on condition that when you share the User Reports, you are not acting as a central distributor of information to such recipients; and/or
  - 3.1.2. to those clients of the User that are being serviced from the office that is your usual place of work, on the condition that all such distribution will be in hard copy, PDF or commonly used word processing or presentation file format only and for such clients' own reference only,  
*(an example of what is allowed under this permission is set out in paragraph 4 below).*
- 3.2. You will ensure that any reproduction of the Deliverables (including in any User Reports) contains the following notice: "© and database right Contagious Communications Limited [current year]". All warranties and liabilities disclaimed to the fullest extent permitted by law."
- 3.3. Uploading or inputting any Deliverables including any Contagious content, data, information or materials (in whole or in part) onto any kind of Artificial Intelligence (AI) source or Large Language Models (LLM) is strictly prohibited.

### 4. Use Cases

#### **Use case 1: Share copies and extracts internally for internal business purposes (see clause 17.2 of our General Terms of Business):**

If you and your team are working on a project that utilises Deliverables, you can save as a PDF (or equivalent) full articles and share them with either other named users, or if the User's licence permits, anyone within the Authorised Office(s). You can also use the forwarding options on the Website to share links to articles. For example, if you are gathering information on best practice within the retail sector you can click and share the link to multiple people within your office.

If you want to share an extract of an Item (for example, share an article with a client), this is also permitted, provided that Contagious is cited as the source. By an extract, we mean a commercially insubstantial part of the Item when compared to the Item as a whole, for example a chart or one to two paragraphs which add context, or quotes. If you are unsure please get in touch with your key contact at Contagious.

*For clarity, you can't:*

- 4.1. Send full Items to non-Users (if you are unsure, use the share option on Contagious to send a link to the Item)
- 4.2. Copy/paste more than 10% of an Item
- 4.3. Extract videos and share them without citing Contagious as the source in a manner not authorised by this policy

#### **Use Case 2: Share reports incorporating extracts externally (see paragraph 3.2 above):**

If you work on a presentation on 'The Best of Gen Z' for your client, you and any other Users are permitted to use extracts within this presentation, ensuring Contagious is cited as the source. By an extract, we mean a commercially insubstantial part of the Item when compared to the Item as a whole.

This presentation can then be shared with your client as long as it is for their internal use only, for example during internal meetings or research.. *For clarity, this means you can't:*

- 4.4. Send full Items to non-Users (if you are unsure, use the share option on Contagious to send a link to the Item)
- 4.5. Copy/paste more than 10% of an Item
- 4.6. Extract videos and share them without citing Contagious as the source in a manner not authorised by this policy

#### **Use case 3: Use of data tables and associated functionality:**

If you and your team are working on a project that utilises the materials from The Contagious Radar, you can use raw data to inform in-house modelling or calculations which lead to new data being created, you can cite individual figures and use any unmodified chart downloaded from Contagious in presentations and reports.

*For clarity, you can't:*

- 4.7. Republish substantial amounts of data in table or chart form
- 4.8. Modify Contagious charts to remove sources, branding and/or copyright notices
- 4.9. Send data or chart content to non-Users
- 4.10. Systematically download large portions of data so as to create a separate database in electronic or structured manual form

## **5. Definitions**

**"Authorised Office(s)"** means such of the User's offices or region that are identified (whether by individual office address, territory, region, brand or otherwise) in the Order Form subject to any additions and deletions as may be agreed in writing between the parties from time to time;

**"Deliverables"** means the deliverables described on the Order Form (being the Services and Website Materials and/or Pitch Support (Ask Contagious) Materials (as applicable));

**"Item"** means an individual item forming part of the Deliverables such as, but not limited to, an article, case study, paper, report, image, video, spreadsheet, table or other similar visual presentation of data;

**"Pitch Support (Ask Contagious) Materials"** means any emails, reports, documents or material Contagious provides to Users through that service;

**"Pitch Support (Ask Contagious) Service"** means the service through which Contagious provides responses by email to queries and case study requests by Users (previously known as "Rapid Requests");

**"Services"** has the meaning given in the General Terms of Business;

**"User"** has the meaning given in clause 17.2 of the General Terms of Business;

**"User Reports"** means reports written by you;

**"Website"** means the website (currently located at [www.contagious.com](http://www.contagious.com)) from which the Services are made available;

**"Website Materials"** means all text, audio-visual or other content available from the Website from time to time as part of the Services, whether accessed via a PC, tablet, mobile or other device using an Internet browser, App or other means of access.