PressPage Ltd. Terms and Conditions

This document sets out the conditions that apply to Customers that wish to use the Service of PressPage Ltd. These Terms and Conditions govern any and all use of the Service as specified and defined below. The most recent version of the Terms and Conditions can be found on the PressPage website.

1. Definitions

1.1. In these Terms and Conditions the terms listed below, written with an initial capital, have the following meaning:

Account:	a personal section that is managed by the Customer and is created when the Customer registers for the Service;
Agreement:	the agreement (of which these Terms and Conditions, the Data Processing Agreement and the Service Level Agreement form part) between PressPage and the Customer for access to and use of the Service via an Account;
Customer:	a legal entity with whom PressPage has entered into an Agreement to deliver the Services;
Customer Content:	all content, including but not limited to information, videos and photos, personal data, E-mails and Releases, uploaded by the Customer through the Service, with the exception of the Media Database.
Data Processing Agreement:	the data Processing agreement ("DPA") between PressPage and Customer which forms an integral part of the Agreement.
IP Rights:	all intellectual property rights and related rights, such as copyrights, trademarks, patent rights, design rights, trade names, database rights and neighbouring rights, as well as rights regarding know how and sui generis intellectual property rights;
Media Database:	a database containing media outlet and journalist (contact) information, accessible within the Account;
Newsroom:	the repository where all Releases reside;

Platform:	the platform created by PressPage through which the Services are provided;
PressPage:	PressPage Ltd, 145-157 St. John Street, London, EC1V 4PW, United Kingdom or any other entity as stated in the Agreement;
PressPage Mail:	the integrated email service offered through and as part of the Service that allows a Customer to create, send, and manage email messages (each message is called an "E-mail") to individual recipients and or groups of recipients;
Quote for Services:	The quotation offered by PressPage that has been accepted by the Customer.
Release(s):	a webpage containing material that a Customer creates, processes, improves, aggregates, publishes and/or distributes via the Service, including but not limited to video, photographic, visual and/or audio material, as well as texts;
Service:	the services that PressPage provides to Customers through the Platform, including but not limited to Newsroom, PressPage Mail and Media Database with which the Customer may upload Customer Content;
Service Level Agreement:	the service level agreement ("SLA") between PressPage and User which forms an integral part of the Agreement;
Terms and Conditions:	these Terms and Conditions which forms an integral part of the Agreement;
User:	a third party, -either a natural person or a legal entity, affiliated companies or third party contractors - to whom Customer allows direct access to the Service via Customer's Account.

2. Applicability

2.1. These Terms and Conditions form part of all Agreements and govern any use made of the Service by the Customer and its User(s) as from July 26, 2021.

2.2. In case the Customer allows the User direct access to the Service, the Customer accepts that the Customer is at all times responsible and liable for the use of the Service by the User via the Customer's Account. The Customer indemnifies PressPage against any and all

loss and costs arising directly or indirectly from and/or related to the use of the Service by the User via the Customer's Account.

3. Registration for the Service

3.1. In order to use the Service, the Customer must register for an Account in the manner described by PressPage in the Agreement. A party must provide accurate and complete registration information and keep this information up to date. It is not allowed to: (i) use a false name or an e-mail address owned or controlled by another person; or (ii) use as a username a name subject to any third-party rights, without appropriate authorization.

3.2. The Customer will be responsible for keeping its username and password combination a secret. PressPage is entitled to assume that the Customer is indeed the party that registers using his username and password.

3.3. PressPage reserves the right to change the login procedure, the password and/or the username if it considers it necessary in any circumstances.

3.4. The number of users is limited to the number agreed in the Quote for Services. The Customer will be charged for additional users.

3.5. PressPage is entitled to invoice the Customer retrospectively if the number of users stated in the Quote for Services is exceeded at any time during the period stated in the Quote for Services.

4. The Service

4.1. The Customer accepts that the Service provides only the functionality and other properties that he finds in the Service at the time of use. The Service is therefore provided "as is".

4.2. PressPage does not guarantee that the Service can be accessed at all times and will be free from any interruptions. PressPage will not in any manner be liable for damages or otherwise towards the Customer in respect of any loss resulting from or caused by the temporary or permanent unavailability or interruption of the Service. In respect of unavailability or any interruptions, the effort obligations of PressPage as specified in the Service Level Agreement apply.

4.3. PressPage has the right, without any prior notification, to make procedural and technical modifications and/or improvements to the Service.

4.4. The Customer is not permitted to perform any (non) functionality tests without the prior written approval of PressPage.

4.5. The Customer will always act in accordance with the Acceptable Use Policy as stated on the PressPage website.

5. Newsroom & Release

5.1. The Customer is aware and accepts that PressPage has no knowledge of the Newsroom and Release created and made available by the Customer via the Service. PressPage does not inspect and/or edit the Newsroom, Customer Content and Releases and is not required to do so. The Customer is fully responsible and liable for all acts that it performs using the Service, in particular the creation, processing, provision and distribution of the Newsroom, Customer Content and Releases and its content.

5.2. The Customer undertakes not to make any Newsroom and Release available that conflicts with any applicable legislation or regulations; or that conflicts and/or is in breach with other provisions of these Terms and Conditions.

6. PressPage Mail

6.1. The Customer understands and agrees that PressPage Mail makes use of services provided by MailGun Technologies, Inc, ("MailGun"). PressPage has no knowledge of the content of PressPage Mail and functions solely as processor within the meaning of the GDPR insofar the Customer transfers content, any personal data and/or information to PressPage Mail.

6.2. Any use of PressPage Mail by the Customer is at the Customer's own risk. The PressPage Service Level Agreement is not applicable to (the use of) PressPage Mail.

6.3. PressPage will use reasonable efforts to deliver the E-mail messages, but does not guarantee delivery. Third party filtering services and other policies of recipient mail services may prevent successful delivery of messages.

6.4. PressPage uses a default sender domain to enable Customers to send Emails. Deviation from and/or changes to the default settings is at Customer's own risk.

6.5. The Customer is aware that PressPage Mail is not suitable for sending confidential information and understands that PressPage cannot guarantee that confidential information sent using PressPage Mail will remain confidential. The Customer is responsible for encrypting any sensitive data it uses in conjunction with PressPage.

7. Media Database

7.1. The Customer understands and agrees that the Media Database makes use of services provided by Agility PR Solutions Limited ("Agility"). Agility and PressPage are equally entitled to the rights and benefits hereunder and Agility may enforce the provisions hereof as if it were a party hereto. PressPage has no knowledge of the content of the Media Database and functions solely as processor within the meaning of the GDPR insofar the Customer transfers content, any personal data and/or information from the Media Database to the Platform (third-party beneficiary).

7.2. Any use of the Media Database by the Customer is at the Customer's own risk. The PressPage Service Level Agreement is not applicable to (the use of) the Media Database.

7.3. The Customer acknowledges and agrees that the Media Database shall be used solely for the purpose attributed to the Media Database, meaning to allow the Customer to develop and cultivate relationships with media contacts working within targeted industries relevant to the Customer.

7.4. Customer is prohibited to commercialize, including but not limited to sell, rent, trade, lease, copy, download export or store, (access to) the Media Database other than for the express purposes under article 7.3. The Customer is not allowed to provide access to the Media Database to third parties.

7.5. The Customer is prohibited to distribute, publish, or allow access or linking to the Agility API from any location or source other than the Platform.

7.6. Customer represents and warrants that it will comply with all applicable laws and regulations regarding the use, transmission, handling, security and privacy of any Content,

including but not limited to laws regarding spam and the General Data Protection Regulation. Customer indemnifies and holds PressPage harmless against any claims of third parties relating to or following from the use of Customer Content by Customer.

8. Prices and payment

8.1. The prices for the use of the Service are stated in the Quote for Services. Unless otherwise expressly provided, all the prices stated are exclusive of VAT, other charges imposed by the authorities and administrative charges.

8.2. The parties will record in the Agreement the date or dates on which PressPage will charge the Customer the fee for the Services. The Customer will pay the invoices in accordance with the payment conditions recorded in the invoice. Absent a specific arrangement, the Customer will make payment within thirty days of the invoice date. The Customer will not be entitled to set off or suspend any payment.

8.3. PressPage reserves the right to a yearly indexation of the prices for the use of the Service.

8.4. PressPage has the right to charge the Customer for services performed outside the scope of the Terms and Conditions and/or the Service Level Agreement £ 150,-.

9. IP Rights

9.1. Subject to the conditions in these Terms and Conditions, the Customer and/or its licensors will remain the owners of the IP Rights in respect of the Customer Content. The Customer acknowledges and agrees that, by making the Customer Content available through the Service, it automatically grants a free of charge, unencumbered, worldwide, nonexclusive license to use, multiply, distribute and publish the Customer Content, insofar as necessary in order to provide the Service.

9.2. The IP Rights regarding PressPage's website, PressPage Mail, the Newsroom, the Service, and the Media Database, including, without limitation, the IP Rights on the texts, pictures, design, photographs, software, audiovisual material and other material are vested in PressPage and/or its licensors.

9.3. Subject to the conditions in these Terms and Conditions, PressPage grants the Customer a limited, personal, irrevocable, nonexclusive, non-sublicensable, non-transferable right to use the Service. It is not permitted to remove, render illegible, conceal or change any notifications or statements regarding IP Rights.

9.4. The Customer indemnifies PressPage against any loss and costs arising from and/or related to third party claims based on the argument that the Customer Content made available by the Customer using the Service in any manner infringes any third party rights (including though not limited to any IP Rights) and/or is otherwise wrongful.

9.5. Upon termination of the use of the Service, Customer Content will stay available for download by Customer in the Account and in a format specified by PressPage, for a period of 1 month, after which the Account and Customer Content will be permanently deleted by PressPage. During this month, this Agreement shall continue to remain in full force and effect.

10. Confidentiality

10.1. Parties ensure that all information – such as data, designs, documentation, software – received from the other party and is known or should have been known by the receiving party as confidential, is kept strictly confidential. The receiving party shall use such confidential information solely for the purposes it was provided for and shall not disclose or otherwise dispose of such confidential information to third parties, unless it is obliged to do so by legal requirement or verdict. In that case the disclosing party shall inform the other party of the legal requirement or verdict, unless laws prohibit such notice.

10.2. The receiving party will use all reasonable efforts to safeguard the confidential information of the other party, in the same way and on the same level as it would safeguard its own confidential information.

10.3. All copies, extracts and notes thereof made by the receiving party shall remain the other party's property and shall be treated as confidential information of the other party. Upon termination of this Agreement, the receiving party shall, at the request of the other party, promptly return to the other party all confidential information of the other Party which the receiving party may then have in its possession.

11. Privacy

11.1. In the context of the use of the Service, the Customer will provide PressPage with personal data. PressPage will process and use such personal data in accordance with the Data Processing Agreement between Customer and PressPage and the Privacy Statement.

11.2. The Customer realizes and acknowledges that the username that he stated during the registration procedure could appear in the Newsroom and/or Releases published and that any personal data contained in the username can therefore be made public.

11.3. Both the Customer and PressPage are compliant with all applicable privacy laws.

12. Liability

12.1. PressPage's liability for an attributable breach to perform this Agreement, or for an unlawful act or any other act or omission by PressPage, its employees or third parties engaged by it, explicitly including any failure to perform a guarantee obligation agreed with Customer and any indemnification obligation, is limited to compensating for direct damage. PressPage's total, cumulative liability for direct damage will never exceed 50% of the payments received from Customer in the preceding 12 months, unless agreed otherwise in the Quote for Services.

12.2. Direct damage means, exclusively:

12.2.1. reasonable expenses that Customer would have to incur to make PressPage's performance conform to the Agreement, unless the Agreement is rescinded by Customer;

12.2.2. reasonable expenses incurred by Customer to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of this Agreement; and

12.2.3. reasonable expenses incurred to prevent or mitigate damage, insofar as they relate to direct damage within the meaning of this Agreement.

12.3. PressPage shall not be liable for any indirect, special or consequential loss arising out of or related to this Agreement, including any loss of profits, loss of contracts or loss of opportunity (whether direct or indirect) arising out of or related to this Agreement.
12.4. PressPage accepts no liability whatsoever for the Customer Content and therefore also not for any damage among Customers or third parties that is due to errors in the Customer Content
12.5. The Customer indemnifies PressPage against any and all third party claims, on any ground whatsoever, for reimbursement of loss, costs or interests related to or arising from his use of the Service and/or any violation of these Terms and Conditions and/or any other third party rights.

13. Term and termination

13.1. The Agreement regarding the use of the Service is concluded for a period of twelve (12) months, unless the parties have otherwise agreed in writing in the Agreement. After the initial term, the Agreement will each time automatically be extended by a period of one year, unless one of the parties terminates the Agreement in writing while observing a notice period of at least one month before the end of the initial or extended term.
13.2. In the event the Customer purchases other Services during the term of the Agreement, the Agreement regarding the use of those additional Services will be concluded for the remaining term of the initial Agreement and will be extended in accordance with article 13.1.
13.3. In the event of termination, any performance already delivered and the payment obligations related to it will not be the subject of reversal. Amounts invoiced by PressPage before the termination in connection with anything that it has already performed or delivered in implementing the Agreement will continue to be owed and will become immediately due and payable at the time of the termination.
13.4. Upon termination of the Agreement for any reason whatsoever, the Customer's right to use the Service will end immediately and his access to the Service will be terminated immediately. Upon termination PressPage may immediately remove the Account, including the Newsroom and/or Customer Content. After termination PressPage will not be required to provide any information, material and/or Customer Content to the Customer, without prejudice to article 9.5.
13.5. Articles 6.1, 7.1, 9, 10, and 12 will survive the termination.

14. Notification

14.1. In order to put an end to the violation of third party rights as soon as possible, PressPage has developed a procedure by means of which the presence on the PressPage's website and/or the Newsroom and/or Release(s) of allegedly wrongful material can be notified to PressPage: the Notification of Alleged Wrongful Material www.presspage.com/notify.
14.2. PressPage is not liable for any loss related to the wrongful use of the Service. PressPage will merely be required, subject to the conditions stated below, to remove obviously wrongful material after receipt of a Notification.

14.3. PressPage will be liable only if it fails to block the material in question or to put an end to the wrongful act, unless it has actual knowledge by means of the Notification of the fact that the material or the activity is obviously wrongful.
14.4. PressPage reserves the right not to comply with a request to block material or to put an end to an activity if it has valid reason to doubt the correctness of the Notification or the lawfulness of the evidence provided, or if it is not required to do so on the basis of a weighing of interests. In that context, for instance, PressPage may require a judgment of a competent court in The Netherlands, which judgment proves that the material in question is unmistakably wrongful.
14.5. PressPage will not in any manner be a party to a dispute between a Customer and a third party that files a Notification.
14.6. If the Customer files a Notification, the Customer indemnifies PressPage and all its affiliated businesses, as well as its Board of Directors, Directors, employees, representatives and legal successors, against any third party claims related to the blocking or removal of material. The indemnification also relates to all loss and costs incurred or yet to be incurred by PressPage or that PressPage may incur in connection with such a claim, including but not limited to reimbursement of the costs of legal assistance.

15. Miscellaneous

15.1. The Agreement and any disputes arising in connection with it (including any non-contractual disputes or claims) will be governed by and construed in accordance with the laws of The United Kingdom and the parties shall submit to the exclusive jurisdiction of the London Court.
15.2. If these Terms and Conditions are or become partially invalid, the Customer and PressPage will remain bound by the other provisions. PressPage will replace the invalid part with provisions that are valid and whose legal consequences, in light of the content and scope of these Terms and Conditions, are as similar as possible to those of the invalid part.
15.3. PressPage may transfer rights and obligations arising from these Terms and Conditions to third parties and shall inform the Customer accordingly.
15.4. PressPage may at any time amend or supplement these Terms and Conditions. The Customer will be notified in case of amendments to the Terms and Conditions. The most recent Terms and Conditions can at all times be found on the website (www.presspage.com). If the Customer continues the use of the Service after notification, the Customer thereby irrevocably accepts those conditions.
15.5. PressPage may use the Customer's name, trademarks or logo or any variations thereof in promotional materials, provided no reference is made to the services performed or properties involved.

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