



## PRESS LOFT CLIENT TERMS & CONDITIONS

In registering to use the Services offered by Image Loft Ltd (trading as Press Loft) through [www.pressloft.com](http://www.pressloft.com) and/or [www.pressloft.fr](http://www.pressloft.fr) (together the "Website") you, as a Client of the Website, agree to the following Terms and Conditions which govern your continued use of the Services:

### 1. Definitions

Agreement means the agreement concluded between Press Loft and the Client whereby Press Loft will provide the Client with the Services for the duration of any Trial Period and/or Subscription Period as the case may be and in accordance with these Terms and Conditions;

Client means the person, company or other legal entity which is entering into this Agreement with Press Loft and has supplied the information requested by Press Loft when registering to use the Services;

Client Content means any and all visual content and textual material in electronic form or otherwise provided by the Client to Press Loft under the Agreement and in accordance with these Terms and Conditions, including but not limited to photographs, pictures, text, logos, trademarks, trade names, pdfs and press releases;

Collaboration Alerts means the service provided by Press Loft whereby alerts are sent from Clients to Registered Users via the Website offering, for example, product, payment or a discount in return for the Registered User publishing a blog post or social media post about the Client's business to which Registered Users within a certain category may respond and negotiate an agreement;

Commencement Date means the date of commencement of the Subscription Period, being: (i) the date set out on the Order Form or the date of submission to Press Loft of the Online Registration Form (as applicable); or (ii) the expiry of any applicable Trial Period;

Image Library means the service provided by Press Loft whereby Clients are provided with an area on the Website where they may display Client Content and which Registered Users may access and download such Client Content from time to time;

Initial Term means the period starting on the Commencement Date and continuing for: (i) a period of twelve months; or (ii) a period of 30 days, depending on the payment period selected by the Client. For the avoidance of doubt the Initial Term shall not comprise any Trial Period;

Intellectual Property Rights means all intellectual property rights and moral rights of any nature whatsoever throughout the world and for the full duration of any and all protection afforded to the same including, without limitation, all: patents, registered trade marks, service marks, copyright, performance rights, designs and any and all applications for registration of any of the same wheresoever made; and all unregistered trade marks, service marks, designs, design right and copyright; and databases, know how, trade secrets and confidential information howsoever arising; and computer software and any right or interest in any of the foregoing;

Journalist Request means the service provided by Press Loft whereby alerts are sent from Registered Users to Clients via the Website requesting further information and relevant content in relation to articles Registered Users may be researching and/or writing;

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Liabilities means all costs and expenses, losses, damages and adverse effects resulting from any and all allegations, claims, judgments, causes of action, liabilities, obligations, damages, deficiencies, penalties, interest and expenses (including the reasonable fees and expenses of solicitors and other professionals and specialists);

Licence Fees means all fees payable by the Client to Press Loft in respect of the Services during the Subscription Period in accordance with the amounts specified on the Order Form or Online Registration Form (as applicable), as amended during the Subscription Period or as otherwise agreed between Press Loft and the Client from time to time;

Online Registration Form means the form completed and submitted online by Clients in order to subscribe for the provision of all or any of the Services for the duration of: (i) any applicable Trial Period; and/or (ii) the Subscription Period;

Order Form means the order form completed and submitted by Clients or invoice submitted by Press Loft to a Client in order to subscribe for the provision of all or any of the Services for the duration of: (i) any applicable Trial Period; and/or (ii) the Subscription Period;

PR Calendar means the service provided by Press Loft whereby alerts are sent by Press Loft to Clients and Registered Users indicating upcoming key dates and suggested press release topics relating to such key dates;

Press Loft means Image Loft Limited (trading as Press Loft), a company incorporated in England with registered number 05685925 whose registered office is at Cargo Works, 1 – 2 Hatfields, London SE1 9PG;

Press Releases means the service provided by Press Loft whereby press releases containing Client Content are held on the Website and distributed to selected Registered Users via email;

Registered Users means those people who have registered with Press Loft to access the Client Content;

Services means, subject to clause 2.2, the services: (i) selected by the Client in the Order Form or Online Registration Form (as applicable), as updated from time to time during the Subscription Period; and/or (ii) ordered by the Client on a one-off basis. These are described more fully on the Website. These include, but are not limited to, Image Library, Press Releases, Journalist Requests, PR Calendar and Collaboration Alerts.

Subscription Period means the period commencing on the Commencement Date and continuing for the duration of the Initial Term and thereafter for subsequent periods equal in length to the Initial Term unless and until terminated by either party in accordance with these Terms and Conditions during which the Client shall pay the Licence Fees;

Terms and Conditions means these terms and conditions;

Trialist means any Client provided with a promotional code or hyperlink by Press Loft for the purposes of registering for a Trial Period;

Trial Period means the free trial period during which Press Loft may offer the Services to Trialists free of charge, such period to commence at such time as the Trialist signs up for such Trial Period via the Website;

Unacceptable Content means any material of any nature which is or which contains (a) any errors, bugs, viruses, worms, trojan horses or other contaminants that may (i) be used to access, modify, delete or damage any data files or other computer programs, computer hardware, software, telecommunications and other services and facilities used or operated by Press Loft; or (ii) cause a material adverse effect on the operating of any such hardware, software, telecommunications and other services and facilities used or operated by Press Loft; or (iii) provide access to any errors, bugs, viruses, worms, trojan horses or other contaminants; or (b) anything which is or may be offensive, blasphemous, obscene, defamatory or otherwise unlawful, which may infringe the rights including the Intellectual Property Rights of any person or which is used, disclosed or provided by the Client in breach of any obligation which the Client may have to any third party including any obligation of confidentiality; and

Website means the website with the domain names [www.pressloft.com](http://www.pressloft.com) and [www.pressloft.fr](http://www.pressloft.fr).

## 2. Press Loft Services

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2.1 Press Loft shall provide the Services as relevant to your Trial Period and/or Subscription Period (as applicable) subject to these Terms and Conditions.

2.2 Press Loft reserves the right to amend or withdraw any or all of the Services from time to time in its sole discretion.

2.3 Press Loft does not guarantee that all Registered Users will be able to view the entire content of emails sent using the Press Releases or Collaboration Alerts services due to spam filters and various email clients.

2.4 Press Loft reserves the right, in its absolute discretion, not to send press releases using the Press Releases services or alerts using the Collaboration Alerts services if any such content is not deemed to be appropriate or current.

2.5 Press releases sent using the Press Release service must be no older than 7 days.

2.6 Clients may upload no more than the number of press releases included within their applicable Licence Fees per month onto the Website in relation to their use of the Press Releases services unless otherwise agreed in writing between the parties.

2.7 Press Loft reserves the right to edit the relevant categories and key words selected for Collaboration Alerts, Press Releases and images.

2.8 Press Loft cannot guarantee the authenticity of email requests received by Clients via the Journalist Requests service and Clients respond to such requests at their own risk.

2.9 Journalist Requests, Collaboration Alerts and PR Calendar email alerts are the copyright of Press Loft. Should the content of these emails be replicated in any way or forwarded to other persons, the person to whom the email address forwarding such content is registered will be in breach of copyright.

2.10 Clients may be contacted from time to time by Registered Users via Press Loft's online email facility. Press Loft cannot guarantee the authenticity of such email requests received by Clients and Clients respond to such requests at their own risk.

2.11 Press Loft is not responsible for the contents of any communication between Clients and Registered Users using Press Loft's online email facility (including but not limited to any agreements arising out of a Registered User's response to a Collaboration Alert) and is not responsible for any negotiations between Clients and Registered Users as part of the Collaboration Alerts service. Clients and Registered Users acknowledge and agree that it is their responsibility to enter into separate agreements with each other as part of the Collaboration Alerts service and Press Loft will have no liability to Clients or Registered Users in respect of any agreement reached in respect of Collaboration Alerts.

### 3. Client Content

3.1 The Client shall submit Client Content to Press Loft.

3.2 The Client shall not submit Client Content to Press Loft nor publish any content on the Website which is or gives access to Unacceptable Content.

3.3 Press Loft may refuse any Client Content which may in Press Loft's sole discretion be Unacceptable Content or breaches any law or regulation, these Terms and Conditions, any other terms agreed between the parties or any third party's rights, including Intellectual Property Rights. Notwithstanding the foregoing, nothing in this Clause is to imply that Press Loft monitors the Client Content, and the Client hereby acknowledges that Press Loft does not actively monitor the Client Content.

3.4 The Client will regularly monitor and keep all Client Content accurate and up to date. Press Loft may refuse, remove or update such content if it is deemed, in Press Loft's sole discretion, not to be appropriate for inclusion.

3.5 Under this Agreement, the Client has the right to remove and submit any content at any time subject to the availability of the computer systems on which Press Loft is deployed but the Client acknowledges and agrees that Press Loft shall not be responsible for any failure of the Website or error or other fault out of Press Loft's control which may lead to downtime.

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3.6 The Client agrees that Press Loft has the right to send Client Content and links to Client Content to Registered Users.

3.7 The Client acknowledges and agrees that when Press Loft provides a caption for the Client Content Press Loft shall not be liable for any damage or loss suffered by the Client as a result of posting such caption, whether, without limitation, the information provided is inaccurate, misinterpreted by the reader or otherwise.

3.8 For PR agencies signing the Agreement as a Client, Client Content can only be added from companies who are employing such PR agency's services. Press Loft reserves the right to request to view contracts between PR agencies and companies at any time. Should Press Loft be under any doubt, Press Loft reserves the right to refuse membership to PR agencies and refuse permission for companies' Client Content to appear on the Website.

#### 4. Licence to use

By supplying Client Content to Press Loft the Client grants Press Loft an irrevocable, perpetual and unlimited licence to use that Client Content in any way which Press Loft deems fit, including but not limited to storage, retrieval, copying, modification, transmission, publication and making available to others, either electronically or by any other means. This licence includes use by Press Loft of the Client's trade name and any of the Client's trade marks which relate to the Client Content, and includes use by Press Loft of the Client Content, trade names and trade marks for the promotion of its own services for the duration of the Agreement between Press Loft and the Client. The Client also acknowledges that Registered Users will be accessing the Client Content and thus grants to Registered Users an irrevocable, perpetual non-exclusive licence to enjoy the Client Content in accordance with the services provided to them by Press Loft. This clause applies only for the duration of the Agreement.

#### 5. Payment

5.1 The Client shall pay the Licence Fees for the whole of the Subscription Period. For the avoidance of doubt, no Licence Fees shall be payable for any Trial Period.

5.2 The Licence Fees may be modified at any time upon at least 15 days' prior notice to the Client in writing, online or otherwise.

5.3 Licence Fees are payable in advance in such instalments as are specified in the Order Form or Online Registration Form (as applicable). Clients may elect to pay the Licence Fees either online by credit or debit card or via Paypal, or following issue by Press Loft of an invoice in respect of such Licence Fees, save that if the Client subscribes to Journalist Requests and PR Calendar only, payment of the respective Licence Fees must be made by credit or debit card.

5.4 Press Releases and Collaboration Alerts are purchasable on a one-off or subscription basis. Where the Client opts to make a one-off purchase it shall pay any additional fees in accordance with Clause 5.5 and where the Client opts to purchase Press Releases or Collaboration Alerts on a subscription basis the fees for such Press Releases or Collaboration Alerts (as applicable) will be added to the Licence Fees.

5.5 All invoices for the Services are payable by the Subscriber within 30 days of the invoice date unless otherwise stated in the invoice. If the Client fails to pay any charges when due then Press Loft shall be entitled at its discretion to remove Client Content from the Website in respect of the non-paying Client.

5.6 All Licence Fees are exclusive of value added tax which may be added to the Licence Fees as appropriate.

5.7 Without prejudice to any other right or remedy that Press Loft may have, if the Client fails to pay the Licence Fee or any other amount due hereunder by the due date, Press Loft may:

- (a) impose statutory late payment fees, interest and reasonable debt collection charges in accordance with the Late Payment of Commercial Debt Regulations 2013, including, without limitation, a debt recovery charge of 10% of the amount of debt currently due;
- (b) suspend all Services until all amounts due are paid in full; or
- (c) terminate this Agreement with immediate effect.

5.8 Time for payment shall be of the essence of this Agreement.

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5.9 All Licence Fees and any other amounts payable to Press Loft hereunder shall immediately become due and payable upon termination hereof, despite any other provision.

5.10 Regardless of how payments are described by the Client, Press Loft shall allocate payments made by the Client towards the oldest debt currently due followed by statutory interest, late payment fees and debt recovery charges on such debt.

5.11 No forbearance or indulgence by Press Loft shown or granted to a Client whether in respect of these Terms and Conditions or otherwise, shall in any way affect or prejudice the rights of Press Loft against the Client or be treated as a waiver of any of these Terms and Conditions.

5.12 The Client shall pay the Licence Fees and any other charges, fees or interest applicable hereunder without any right of set-off or deduction against alleged amounts due to the Client.

5.13 Press Loft may, without prejudice to any other rights it may have, set off any liability to the Client against any liability of the Client to Press Loft.

## 6. Warranties, Indemnities and Liability

6.1 The Client represents, undertakes and warrants that it is and will remain to be the holder of any and all Intellectual Property Rights, consents, licences and other rights needed to display the Client Content on the Website and lawfully grant the licences granted in these Terms and Conditions, and that Press Loft's actions under those licences will not infringe upon any law, regulation, other agreement or third party's Intellectual Property Right or other right.

6.2 The Client shall at any time, at Press Loft's request, provide written proof of the rights and/or licences specified in Clause 6.1.

6.3 The Client shall indemnify and keep Press Loft indemnified against any Liabilities incurred directly or indirectly related to or resulting from: (i) the Client Content, (ii) the use by Press Loft of the Client Content, the Client's trade name(s) and trade marks used in accordance with these Terms and Conditions, (iii) a breach of any of the Client's obligations in these Terms and Conditions (including the obligation to keep Client Content accurate and up to date), (iv) the need to commence court proceedings against the Client as a result of non-payment of Licence Fees or other amounts due hereunder, on a full indemnity basis.

6.4 Notwithstanding any other Clause in these Terms and Conditions, neither Press Loft nor the Client excludes any liability for death, personal injury or fraud (including fraudulent misrepresentation).

6.5 Press Loft shall not be liable for (i) any loss of or damage caused to the Client as a result of the Client Content; (ii) any loss or damage resulting from inaccuracy or insufficient quality of the Client Content; (iii) any indirect or consequential loss or damage resulting from a failure by Press Loft to provide or fully provide or timely provide the Services; (iv) any indirect or consequential loss or damage caused by use of Client Content by Registered Users; or (v) any acts of any third parties including, but not limited to, any failure by a Registered User to fulfil any conditions negotiated between the Client and such Registered User in relation to a Collaboration Alert.

6.6 Any liability of Press Loft shall be limited to the amount paid by the Client in consideration of the Services provided by Press Loft in the calendar year of the event giving rise to the Client's claim.

6.7 Press Loft cannot guarantee a photo credit in any instance, and will not be held liable if a photo credit is not made, nor can Press Loft guarantee that, if a photo credit is made, it will show the Client's name.

6.8 Press Loft shall have the right, including in advertising and publicity in any media, to use the name of any Client to advertise and promote the Services and/or the Press Loft brand.

6.9 Part of the Press Loft service to Registered Users allows them to crop and alter the Client Content for their journalistic (including, but not limited to, blogging and vlogging) purposes. The Client hereby grants to the Registered Users the right to alter their images providing they do not become or give access to Unacceptable Content and the Client undertakes that the person who created the Client Content has waived all moral rights in respect of use of the Client Content pursuant to these Terms and Conditions by Press Loft and its Registered Users.

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6.10 Press Loft cannot guarantee that Registered Users are journalists (or bloggers or vloggers).

6.11 Press Loft cannot guarantee that Registered Users will use the Client Content for journalistic (including, but not limited to, blogging and vlogging) purposes.

## 7. Force Majeure

Press Loft shall not be liable for any loss or damage resulting from a failure by Press Loft to perform its obligations under these Terms and Conditions, if such failure is a result of an unforeseen event which is beyond the control of Press Loft and cannot be reasonably avoided or counteracted. This includes, but is not limited to: acts of terrorism, fire, flood, earthquake, explosion, riot, strike, labour troubles, lockouts, transport restrictions, failure or delay of delivery by any supplier, war, regulations and measures of any governmental or local authority, accident or theft, technical malfunctioning of systems which are part of the internet, technical malfunctioning of the infrastructure for telecommunication, electricity failure, or stoppage of output in or at Press Loft's systems. Should any such event occur, Press Loft may at its own option cancel or suspend the Agreement with the Client without incurring any liability.

## 8. Term and Termination

8.1 In the case of any Subscription Period, the Agreement between Press Loft and the Client will remain in force until it is terminated by either party on the provision of 30 days' written notice to expire no earlier than the expiration of the Initial Term or otherwise in accordance with these Terms and Conditions.

8.2 In the case of any Trial Period, the Agreement shall terminate immediately upon expiry of such Trial Period.

8.3 Without prejudice to any statutory rights, each of the parties shall have the right to terminate the Agreement, either in whole or in part, with immediate effect and without prior notice, in the event that and at such time as: (i) the other party is in material breach of the these Terms and Conditions and, if remediable, the party fails to remedy the breach within 7 days; (ii) the other party enters liquidation (except for the purposes of financial restructuring), is unable to pay its debts or reaches an agreement with its creditors to pay only part of its debts; (iii) the other party files for bankruptcy or is declared bankrupt; (iv) the other party is a legal entity which is dissolved; or (v) where the other party suffers an analogous event to (ii) to (v) above.

8.4 Any termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under the Agreement or these Terms of Conditions or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.5 Without prejudice to clause 8.3, Press Loft has the right to suspend your use of the Services immediately where you breach (or where Press Loft suspects you may have or will breach) any of these Terms and Conditions, or where Press Loft suspects that you have caused or may cause liability to Press Loft.

## 9. Miscellaneous

9.1 Any database rights regarding any collection of Client Content or arising out of any of the Services provided hereunder shall vest with Press Loft.

9.2 Press Loft may sub-license, subcontract or assign all or any part of its rights and obligations under the Agreement without Client's prior consent. Client shall not assign its rights or obligations under the Agreement without Press Loft's prior written consent.

9.3 These Terms and Conditions supersede any prior terms and conditions which may have been applicable between the parties although the Client acknowledges that Press Loft reserves the right to amend these Terms and Conditions at its sole discretion on providing the Client with notice of the same. These Terms and Conditions were last updated on 25 October 2016.

9.4 Unless specifically agreed between the parties, these Terms and Conditions constitute the whole agreement between the parties to its subject matter.

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9.5 The Agreement and these Terms and Conditions (and all matters whether contractual or otherwise) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising in relation to this Agreement or these Terms and Conditions.

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