



GENERAL TERMS OF USE

General

Please read the following Terms and Conditions ("**Terms**") carefully before using the Media HQ Website and Services. They contain important information regarding your legal rights, remedies, and obligations.

These Terms are intended to cover use of the Website and the Services provided by MediaHQ to all Users.

The MediaHQ Website www.MediaHQ.com (including access, browsing, any interactive features, any social networking, any mobile applications subscribing to any newsletter updates or any other Services provided in this Website hereinafter referred to as the "**Website**") and related Services offered on or through the website are made available to you in accordance with the following Terms.

MediaHQ is the trading name of Ton Tee Limited, a limited Company registered in Ireland, under Company registration number 505455 ("**MediaHQ**"). Mediahq.com is a Website address of MediaHQ, which is the trading name of Ton Tee Limited and company incorporated in the Republic of Ireland with its registered office at 8 Greenmount House, Greenmount Office Park, Dublin 6.

Your use of the Website is subject to and signifies your acceptance of these Terms and your agreement to be legally bound by and act in accordance with same. If you do not agree to any of these Terms, you must stop accessing and using the Website and any Services available via the Website immediately. MediaHQ may amend the Terms at any time by publishing an amended or updated version of the Terms on the Website and you agree to be bound by such changes. We do not guarantee that the Website or any content on it will be free from errors or omissions.

The Terms refer to and include the following additional Terms which also apply to your use of the MediaHQ Website and Services:

Our Commercial Terms relating to the use of MediaHQ Services:

Our [Privacy Policy](#), which relates to our collection of data and what we use it for.

Our [Cookies Policy](#), which sets out information about the cookies on our site; and

Our [GDPR & Data Processing Policy](#), which sets out the Terms upon which we process any personal data we collect from you or you provide to us.

Terms and Conditions

MediaHQ Scope of Services

MediaHQ is an online service designed to send the standard form of communication to media outlets known as media or press releases. MediaHQ, in exchange for a paid invoice, shall provide the MediaHQ online media directory and [press release distribution](#) service and all and any other services provided by MediaHQ that are listed in the Customer's invoice.

("the Services")

These Terms and Conditions of Service apply to your use of the Services and publishing press information and material with MediaHQ Services.

How the Services Work

MediaHQ Services are intended for companies and corporate bodies. MediaHQ will not enter into agreements with private individuals. (MediaHQ, for the purpose of this agreement, includes all subsidiaries and ancillary companies and businesses of MediaHQ).

These general conditions set forth the terms and conditions under which press information is administered and published on the Website, in other media and/or other Services that MediaHQ own, collaborate with and administer, and are applicable to all agreements entered into with MediaHQ.

If you have signed a subscription to MediaHQ, you have an initial 12-month contract and roll over for subsequent periods of 12 months on similar terms ("the Contract") unless the Customer serves notice in writing to MediaHQ at least three months in advance of the expiry of the initial term or each subsequent term.

- MediaHQ, in exchange for a prepaid invoice, shall provide the MediaHQ online media directory and [press release distribution](#) service and all and any other services provided by MediaHQ that are listed in the invoice. (**"The Services"**)
- In the event of any invoice issued by MediaHQ remaining unpaid for a period of 30 days after issue, MediaHQ may unilaterally decide to terminate this contract and cease supplying the

Services.

- The customer acknowledges that they can only use MediaHQ in accordance with the Terms of Service set out at www.MediaHQ and which they accept on logging into www.MediaHQ.com
- The customer acknowledges that they will not allow any third party to use the MediaHQ services. The use of the Services is governed by a single user license exclusive to the user, named in the contract.
- The customer acknowledges that MediaHQ will be monitoring the use of its service and will terminate the contract and suspend service if they allow the service to be used by more than the licensed number of users.
- The customer acknowledges that they are not permitted to use their MediaHQ log in details for the benefit of any third party including but not limited to another member of their organisation. This means the customer cannot issue press releases with another person's contact details, or a press release that they are not dealing with directly, or working on directly themselves.
- The customer also acknowledges that any sharing of login details with non-authorised users, or using login details for the direct benefit of other third parties, will breach the data protection policy and these Terms which may result in MediaHQ immediately terminating the contract and suspending the Service without refund.
- The customer accepts that once they purchase the product and Services from MediaHQ the customer takes full responsibility for their use of the database.
- The customer accepts that MediaHQ has the right to suspend indefinitely, without refund, any MediaHQ account, if it deems that either service has been used to send illegal, or inappropriate messages to the media, or messages that are deemed as spam, and not legitimate media or press releases.
- The customer acknowledges that they have read the MediaHQ [Privacy Statement](#) and confirms their acceptance of the terms and conditions therein.
- The customer agrees to enter into a Formal Contract for services with MediaHQ which is accepted on first login to their account.
- By registering an account with MediaHQ, you agree that your account and any information associated can be shared across all MediaHQ websites.

Press Information

For the purpose of these general conditions "press information" shall include, but not be limited to:

- press releases and/or other equivalent information,
- company information that describes the company and its business,
- information regarding the company's products and services,
- addresses and contact information concerning information officers, press contacts, experts etc.
- press pictures, illustrations etc.,
- the layout of the information above,
- blog entries, and
- moving pictures (video).

Liability for Press Information

You, the user, warrant and undertake unconditionally that press information you publish at MediaHQ shall not contain any item that is unlawful or otherwise unfit for publication or will in any way cause damage to MediaHQ; and further, that such press information shall not infringe the intellectual property rights of any third party or parties.

You further warrant that you own, or have the necessary rights to, any press information that you publish, including pictures, videos and personal data. Your rights must include the right to publish, reproduce, modify or make such other use of the press information at and via the Services, and shall further include the right for MediaHQ to disclose and publish press information in accordance with these general conditions.

Where you publish press information that includes pictures, video or personal data you must first obtain the appropriate prior consent from those individuals or bodies appearing on the pictures/video or any other parties whose consent may be necessary.

MediaHQ shall not be responsible for the content or layout of the press information or for any quality problems the publication or the dissemination of the press information may cause.

Administration of Press Information

MediaHQ reserves the right to systemise, summarise and publish all or part of any press information that you publish at or via the Services. The press information will become publicly available and accessible for journalists as well as others.

MediaHQ shall not be responsible for any premature or late publication of press information or any deletion, blocking or alteration of press information.

Right to delete information and suspend users

MediaHQ's right to remove all or any part of your press information at any time and for any reason.

Without prejudice, any user/client who publishes inaccurate, distasteful or illegal content may, at the election of MediaHQ, have their account shut down. In the event of such action proving necessary MediaHQ shall re-open such account on terms that it reasonably determines fair.

MediaHQ reserves the right to suspend or terminate the user/clients access to the services provided by it at any time and for any reason which deems just and fit. Further, MediaHQ shall refer activity which it regards as criminal to the relevant police authorities.

Term and Termination

If you enter into a Contract with us it shall be deemed to commence with effect from the date the Customer pays the MediaHQ invoice and shall continue, until terminated in accordance with its terms. The Customer can terminate the Contract by serving notice in writing to MediaHQ at least 3 months in advance of the expiry of the Initial 12 month Term or Subsequent 12 month Terms. Please direct all notices of termination to sales@mediahq.com.

MediaHQ may terminate any Contracts if you: (1) become insolvent, bankrupt, or enter into any arrangement with creditors; (2) cancel your payments to MediaHQ; (3) have been suspended from the Services; or (4) you are in material breach of these general conditions.

In the event of termination, MediaHQ shall have the right to delete all or part of your press information. No refunds are given by MediaHQ.

You also have the right to cancel your Contract within fourteen days from the date you sign and submit it without giving any reason. To exercise your right to cancel you must inform us of your

decision to cancel the Contract by an unequivocal statement (e.g. email). The cancellation period will expire fourteen days from the date you sign and submit the Contract.

To meet the cancellation deadline, it is sufficient for you to send the communication concerning the exercise of your right before the cancellation period has expired. If you cancel the Contract, we will reimburse you for payments received as soon as possible but no later than fourteen days from the date upon which you advise us that you are cancelling the Contract. We will carry out such reimbursement using the same means as of payment as used for the initial transaction.

Payment Terms

As a customer, you undertake to pay the current price of the Services, as changed from time to time.

All prices are exclusive of value added tax and other indirect taxes. These will be charged according to current taxes at the time of the invoice.

MediaHQ reserves the right to charge for invoicing. Outstanding unpaid balances shall incur late payment interest, chargeable at the court nominated rate of 8% per annum from the due date until the date of actual payment.

Payment can be made by EFT, Credit/Debit Card and Cheque. All credit/debit card transactions are processed through Stripe. This is a secure payment gateway which encrypts your credit/debit card details.

MediaHQ will not store your credit/debit card details. We will take reasonable precautions to ensure that the Website is secure. However, we cannot guarantee the security of our website, databases or Services nor can we guarantee that your information will not be intercepted by, nor are we liable for the actions of third parties. For further details please review our [Privacy Statement](#).

International credit card providers will determine the exchange rate of your purchase and may add additional costs or charges which you will be liable for if you hold an international credit card.]

Preconditions for Agreements with MediaHQ

A precondition for agreements with MediaHQ is that you have been deemed to be credit-worthy. You agree that MediaHQ will be entitled to make enquiries about your credit record.

You must cooperate actively in assisting MediaHQ to obtain a credit reference so as to satisfy this condition. Failure to obtain a satisfactory credit reference within two weeks of application may result in MediaHQ refusing access or, where appropriate, terminating access.

- i. MediaHQ shall communicate to its prospective clients the prices for Services provided by MediaHQ by phone and email quote during the Sales process. The Customer shall confirm

the quote, enter a contract and make full payment before accessing the Services. In the event of any conflict between terms the conditions in the Contract shall take precedence.

Intellectual Property

Website

MediaHQ owns all rights, title and interest in and to the Website and or its content including all applications on the site or content, material information or applications accessed through the site by Customers. Such rights include but are not limited to rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information, know-how, in each case whether registered or unregistered, which subsist or which may in the future subsist ("IPR"). Where MediaHQ does not own the rights, it has a valid right from a third party to use such material.

You may not delete or in any manner alter or remove any text, copyright, trademark, or other proprietary rights appearing on the Website or in any materials supplied to you in connection with the Website. You agree to abide by all access and use restrictions contained in any content made available to you through, or in connection with, the Website.

The trademarks, trade names, designs, logos and service marks displayed on the Website ("**Marks**") are the property of MediaHQ or are being used under a valid third party licence. You are not permitted to use the Marks without the prior written consent of MediaHQ. You shall not refer to or attribute any information to MediaHQ in any public medium or otherwise imply any endorsement by, or relationship with, MediaHQ.

You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any content appearing on the Website. Any unauthorised modification use or other act in respect of the materials on the Website is a violation of MediaHQ's IPR.

You acknowledge and agree that MediaHQ shall own and have the unrestricted right to use, publish, and otherwise exploit any and all information that you post or otherwise publish on the or through the Website in postings, survey responses, and otherwise, and you hereby waive any claims against MediaHQ for any alleged or actual infringements of any rights of privacy or publicity, moral rights, or rights of attribution in connection with MediaHQ's use and publication of such information.

Services

MediaHQ owns all rights, title and interest in and to the content and applications used in the provision of the Services. Such rights include but are not limited to rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information, know-how, in each case whether registered or unregistered, which subsist or which may in the future subsist (“IPR”).

You may not delete or in any manner alter, copy, reproduce, distribute or remove any content, text, documents, databases or material to which you have access as part of the delivery to you of the Services. You agree to abide by all access and use restrictions contained in any content made available to you through, or in connection with, the Website. Any unauthorised modification use or other act in respect of the content or materials accessed or used as part of the Services is a violation of MediaHQ’s IPR

You acknowledge and agree that MediaHQ shall own and have the unrestricted right to use, publish, and otherwise exploit any and all information that you post or otherwise publish as part of the Services including but not limited to press releases and survey responses, and you hereby waive any claims against MediaHQ for any alleged or actual infringements of any IPR and any rights of privacy or publicity, moral rights, or rights of attribution in connection with MediaHQ’s use and publication of such information

Disclaimer

By choosing to use this Website, you are subject to its Terms and use the Site at your own risk. MediaHQ has no liability whatsoever for any loss or damage arising out of or connected with inaccurate incomplete information submitted by you and while we will take every precaution in ensuring that the information contained on our Website and through our Services is up to date complete and accurate, we give no warranty as to compliance of the Website, the Services with any Laws, guidelines or regulations.

You undertake not to use the Website or Services in violation of any existing Legislation, Rules, Bye Laws, Codes and you shall indemnify and hold MediaHQ harmless from and against all losses,

liabilities, claims, damages, demands, costs and expenses (including legal fees) asserted against or incurred by MediaHQ that arise out of or as a result of any breach by you of any of these Terms.

Liability and Limitation of Liability

Indemnity

You shall indemnify, defend and hold MediaHQ harmless from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by MediaHQ that arise out of, result from, or may be payable by virtue of any breach or non-performance by you (or by third parties using your login or acting on your behalf whether authorised or not) of any of these Terms including but not limited to your use of the Services.

A breach includes but is not limited to:

- your unlawful or negligent use of the database and information provided; and
- any claims by the Data Protection Commissioner arising out of any act, neglect or default by you;
- the provision of false or misleading information by you;

By using the Website and Services you warrant and accept that any contact that you upload is your own responsibility under GDPR or otherwise. This means, but is not limited to, you:

- Having a clear and verifiable reason for contacting the person in question.
- Not holding their contact details for an unduly long time.
- Being able to show how you obtained their contact information fairly and in an open and honest way.
- Ensuring they have willingly opted into your communication.
- Ensuring that you do not continue to contact them once they have opted out of your contact.

Limitation of Liability

All use of and browsing on the Website is at your own risk. MediaHQ is not responsible for any loss whatsoever arising out of or incidental to your use of our Website or the Services provided by MediaHQ. To the extent permitted by law without limiting any of the foregoing everything on the Website is provided to you on an as is basis without warranty either expressed or implied or any kind including not limited implied warranties of merchantability, fitness for specific purposes, freedom from computer virus and non-infringement. MediaHQ are not responsible for failure to meet any of its obligations under the Terms in circumstances where such failure is as a result of occurrences beyond the reasonable control of MediaHQ including but not limited to the following:-

- Any loss you may incur due to unauthorised use of your account;
- Any consequential loss of profit, sale, business or revenue; any business interruption any anticipated savings or loss of opportunity;

- Any loss of any goodwill or reputation;
- any inaccuracy, error admission, interruption, defect, failure, computer virus, online failure; or
- any interruption to the availability of the Services through the Website or the inability to use, the site, subscription Services and related content, even if MediaHQ, or their providers of such information have been advised of the possibility of such damages.

Notwithstanding the above and in the event that MediaHQ is found liable then the total liability of MediaHQ is limited to the amount, if any, actually paid by you for access and use of the Services. You hereby release MediaHQ from any and all obligations, liabilities and claims in excess of this limitation.

Internet Security

MediaHQ's Services are, like most Internet-based services, potentially vulnerable to various security risks. MediaHQ strives to reduce such risks but, when using the Services, MediaHQ cannot guarantee that you will not be subject to:

- Exposure to offensive or inaccurate material, including contaminated files.
- Spamming, theft of passwords, harassment, forgery, electronic intrusion, manipulations, hacking and other unauthorised or premature disclosure of information and/or material that you published on and via MediaHQ.

and MediaHQ shall have no liability in respect of such events.

Changes of General Conditions

MediaHQ reserves the right to modify these general conditions, as well as the prices of MediaHQ Services, in whole or in part, at any time. Any changes will be effective once posted to the Website and your continued use of the Website constitutes your acceptance of such changes.

Governing Law and Disputes

These Terms, the Website, your use and the provision of Services by MediaHQ are governed by and shall be construed in accordance with Irish Law and are subject to the exclusive Jurisdiction of the Irish Courts and any dispute arising out of these Terms, the Website or your use of the Services shall be strictly subject to the Jurisdiction of the Irish Courts.

The Website is not intended for use by anyone under the age of 18 nor does MediaHQ collect or solicit personal information from anybody from under the age of 18.



