

Presspage GmbH Terms and Conditions

This document sets out the conditions that apply to Customers that wish to use the Service of Presspage GmbH. 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:

<i>Account:</i>	a personal section that is managed by the Customer and is created when the Customer registers for the Service;
<i>Agreement:</i>	the agreement (of which these Terms and Conditions, the Data Processing Agreement, the Acceptable Use Policy as found on Presspage's website, and the Service Level Agreement form part) between Presspage and the Customer for access to and use of the Service via an Account;
<i>Customer:</i>	a legal entity or entrepreneur in the sense of § 14 German Civil Code (BGB) with whom Presspage has entered into an Agreement to deliver the Services;
<i>Customer Content:</i>	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.
<i>Data Processing Agreement:</i>	the Data Processing agreement ("DPA") between Presspage and Customer which forms an integral part of the Agreement.
<i>IP Rights:</i>	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;
<i>Media Database:</i>	a database containing media outlet and journalist (contact) information, accessible within the Account;
<i>Newsroom:</i>	the repository where all Releases reside;

<i>Platform:</i>	the platform created by Presspage through which the Services are provided;
<i>Presspage:</i>	Presspage GmbH, Maubisstrasse 27, 41564 Kaarst, Germany or any other entity as stated in the Agreement;
<i>Presspage Mail:</i>	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;
<i>Quote for Services:</i>	The quotation offered by Presspage that has been accepted by the Customer.
<i>Release(s):</i>	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;
<i>Service:</i>	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;
<i>Service Level Agreement:</i>	the service level agreement ("SLA") between Presspage and User which forms an integral part of the Agreement;
<i>Terms and Conditions:</i>	these Terms and Conditions which forms an integral part of the Agreement;
<i>User:</i>	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 shall defend, indemnify and hold Presspage harmless from and against any and all damages, losses 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 and Customer obligations

- 3.1. In order to use the Service, the Customer must register for an Account in the manner described by Presspage in the registration process and 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 secret and shall ensure that the Users comply with this obligation.
- 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 of Users agreed in the Quote for Services. The Customer will be retrospectively charged for additional users. This shall not limit any other remedies available to Presspage hereunder.
- 3.5. The Customer is not permitted to perform any (non) functionality tests (e.g. security tests) without the prior written approval of Presspage.
- 3.6. The Customer will always act in accordance with the most current Acceptable Use Policy as stated on the Presspage website. Customer will be informed of any material change to the Acceptable Use Policy by E-Mail.

4. The Service and Presspage's warranty

- 4.1. The Service delivers the functionalities and complies with the specifications that the parties may agree in the Quote for Services. In absence of any specifications, the Service delivers those functionalities and complies with those specifications that are described on the Presspage website or in any related Service documentation published by Presspage and current on the effective date of the Quote for Services. However, Customer understands and accepts that the Services may change during the term of the Agreement to meet the changing demands of all customers of Presspage, provided, however, that the Services may not materially derogate from the Parties' explicit agreements in the Quote for Services in relation to the Service functionalities, specifications or purpose. The Service changes may include but are not limited to procedural and technical modifications and/or improvements to the Service. Presspage may implement any such changes, without prior written notification.
- 4.2. Unless provided otherwise in the Data Processing Agreement, Presspage shall be entitled to subcontract the provision of Services entirely or in parts, provided that Presspage ensures that any such subcontractor is subject to confidentiality obligations that are as restrictive as those contained in the Agreement.
- 4.3. Presspage warrants that the Service remains compliant with article 4.1 for the term of the Agreement in accordance with the terms of the Service Level Agreement.

4.4. In case of defects that have been notified by Customer in accordance with the Service Level Agreement, Presspage shall rectify these defects in due time following Presspage's receipt of Customer's defect notification. In addition, Customer may claim the remedies that are granted in the Service Level Agreement. Customer understands and accepts that the Service Level Agreement may define specific service levels and related remedies for third party components like Presspage Mail and Media Database (see Third Party SLA section in the Service Level Agreement). A notified defect qualifies as material breach in the sense of article 13.3 only, in case Presspage's rectification efforts fail at least twice and in case such notified defect qualifies as "urgent" as defined in the Service Level Agreement. Additional rights and remedies under governing law shall be available to Customer only, if the notified defect is due to Presspage's gross negligence and willful misconduct. Notwithstanding the foregoing, Customer's damage claims are subject to the exclusions and limitations set forth in article 12 below.

5. Newsroom & Release

- 5.1. The Customer is aware of 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 will be governed by the Third Party SLA section in the Service Level Agreement.
- 6.3. Presspage will use reasonable efforts to deliver the E-mail messages, but does neither warrant nor guarantee successful 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 can neither warrant nor 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 under this article and Agility may enforce the provisions of this article 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 will be governed by the Third Party SLA section in the Service Level Agreement.
- 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.

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, unless Presspage has acknowledged the underlying counterclaim of Customer or such counterclaim has been finally adjudicated by a court of competent jurisdiction.
- 8.3. Once a year, Presspage increases the prices for the Services with 6% in accordance with this article 8.3 to compensate for e.g. increases in personnel, operating and comparable costs and to compensate improvements of the Service that have been introduced by Presspage during the term of the Agreement. Presspage shall notify the Customer of the price increase in writing three months prior to the implementation of the price increase; the price increases shall not apply to periods for which the Customer has already made payments. An increase of the prices within the initial period of the Agreement shall not be permitted.

- 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 against an hourly rate of € 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 shall defend, indemnify and hold Presspage harmless from and against any damages, losses and costs arising from and/or related to third party claims based on the claim 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 the termination of the use of the Service being effective, 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 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 it 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. Limited Liability

- 12.1. Presspage shall be liable to the Customer only in case of Presspage's fault ("Verschulden"), in case of injuries to life, body or health or under a guarantee explicitly granted by Presspage in the Quote for Services. The first alternative of § 536a para. (1) of the German Civil Code (BGB) shall not apply.
- 12.2. Presspage's liability – irrespective of its legal ground – shall be unlimited in case of intent and gross negligence, Presspage's liability for slight negligence is excluded except for those damages resulting from a slight negligent breach of cardinal duties (i.e. duties which enable the performance of the Quote for Services and are precondition of the performance of the Quote for Services and which the Customer may therefore rely upon) shall be limited to such damage which is typical for this kind of business and foreseeable upon the date of acceptance of the Quote for Services.
- 12.3. Any liability of Presspage for loss of profits, unrealized savings, interruption of Customer's business and for damages that upon the date of acceptance of the Quote for Services are reasonably not foreseeable is excluded. The Parties agree on a maximum liability cap for Presspage's slight negligence equal to 50% of the payments received from Customer in the preceding 12 months, which cap shall apply per damaging event and per contractual year. The parties may agree on a higher maximum liability cap for Presspage's slight negligence against payment of additional fees in the Quote for Services. The liability as per article 12.2 remains unaffected from this Section.
- 12.4. The liability for loss of Customer Content or any other data or information is limited to the effort required to restore such data or information if Customer had made backups at reasonable intervals considering the criticality of the Customer Content, data and information.
- 12.5. The provisions of article 12.1 through 12.4 shall apply accordingly for any reimbursement or compensation claims ("Aufwendungsersatzansprüche") of Customer against Presspage.

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 Quote of Services. 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 that 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. Apart for Customer's termination right as per article 15.4, either Party is entitled to terminate this Agreement by written notice to the other Party only for reasons of material breach of this Agreement by the other Party. A material breach deems to exist specifically in the following events:
- as specified by article 4.4;
 - the other Party fails to cure any non-performance or any breach of a material obligation of such other Party within thirty (30) days after receipt of written notice; or
 - the other Party becomes insolvent or makes an assignment for the benefit of creditors or ceases to do business or institutes or has instituted against it any proceedings for bankruptcy, reorganization, insolvency, or liquidation or other proceedings under any bankruptcy or other law for the relief of debtors; and does not terminate such proceedings within thirty (30) days.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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 Germany, 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. The Customer acknowledges that Presspage and all its affiliated businesses, as well as its Board of Directors, Directors, employees, representatives and legal successors is/are not liable for any third party claims related to the blocking or removal of material. This also relates to all losses 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 agreed 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 Germany, excluding its conflict of laws provisions, and the parties shall submit to the exclusive jurisdiction of the district court ("Landgericht") of Munich, Germany.
- 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. Unless provided otherwise by mandatory law, neither Party may assign the Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of the other Party, whose consent will not be unreasonably withheld. Notwithstanding the foregoing and without consent of the Customer,
 - (a) Presspage may assign this Agreement (fully or partially), transfer its obligations or assign its rights hereunder to one of its affiliates, and
 - (b) Presspage may assign this Agreement (fully or partially), transfer its obligations or assign its rights hereunder to a third party to whom all or substantially all assets of the business unit performing this Agreement are transferred.
- 15.4. Presspage may at any time during the term of the Agreement amend or supplement these Terms and Conditions (hereinafter collectively referred to as amendment). The Customer will be notified in writing of these amendments, in which notification amendments will be mentioned. These new Terms and Conditions will be applicable as of the next renewal date of the Customer.
- 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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