



PRESS LOFT USER TERMS & CONDITIONS

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

1. Definitions

Client means the person, company or other legal entity which has entered into an agreement with Press Loft to provide Client Content to Press Loft for use by you;

Client Content means any and all visual content and textual material in electronic form or otherwise provided by the Client to Press Loft 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;

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 which users of the Website may access and Registered Users may access and download from time to time;

Intellectual Property Rights means all intellectual property rights or 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 trademarks, service marks, copyright, performance rights, designs and any and all applications for registration of any of the same wheresoever made; and all unregistered trademarks, 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 Requests means the service provided by Press Loft whereby email 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 writing and/or researching;

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);

PR Calendar means the service provided by Press Loft whereby email alerts are sent by Press Loft to clients and Registered Users indicating upcoming key dates and suggested press release ideas 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 are held on the Website and distributed to Registered Users via email;

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

Services means, subject to clause 2.2, the services provided by Press Loft to Registered Users through the Website from time to time, enabling you to use the resources and Client Content made available on the Website in accordance with these Terms and Conditions, including, but not limited to, Image Library, Press Releases, Journalist Requests, PR Calendar and Collaboration Alerts;

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 (including a Client) or which is used, disclosed or provided by you in breach of any obligation which you may have to any third party including any obligation of confidentiality; and

Website means the website with the domain names www.pressloft.com and www.pressloft.fr.

2. Press Loft Services

2.1 You may use the Services 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 cannot guarantee the authenticity of email requests received by Registered Users or via the Collaboration Alerts service and Registered Users respond to such alerts at their own risk.

2.4 Registered Users understand and agree that only Registered Users within appropriate categories will be permitted to respond to Collaboration Alerts.

2.5 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. Your Warranties and Press Loft's Rights

3.1 You warrant and promise that:

3.1.1 you will only use the Client Content and Services for journalistic purposes (which, for the avoidance of doubt, includes hard copy print publication, online publication, blogging, vlogging and social media posts and shares), and you will not infringe the Intellectual Property Rights of any Client by using the Client Content in any other way other than in accordance with these Terms and Conditions;

3.1.2 you will not use the Client Content and Services in any way which may prejudice or diminish Press Loft's or the Client's reputation or business;

3.1.3 when providing us with information when using the Services, such information (including details of where your work is or will be published) is true and accurate to the best of your knowledge and belief;

3.1.4 you will provide full and correct captions to accompany the Client Content and attribute the Client Content accordingly;

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3.1.5 you will not modify, amend, alter to change any aspect of the Client Content and you acknowledge that we are supplying the Client Content to you on the same basis as the Client is providing it to us, although you may crop the images for journalistic purposes providing the Client Content does not become or give access to Unacceptable Content; and

3.1.6 you will not use the Client Content and Services in association or connection with Unacceptable Content, nor will you publish any content on the Website which is or gives access to Unacceptable Content.

3.2 Press Loft may suspend or terminate your use of the Services immediately if they discover or reasonably suspect that you have breached any of these warranties or any other terms of these Terms and Conditions.

3.3 You will indemnify and keep Press Loft indemnified against any Liabilities incurred directly or indirectly related to or resulting from: (i) your use of the Client Content (including any of the Client's Intellectual Property Rights contained therein), the Services, the Client's trade name(s) and trademarks; or (ii) any breach of any of these Terms and Conditions.

4. Licence to Use

4.1 Press Loft hereby grants you a non-exclusive licence to use the Client Content in accordance with these Terms and Conditions.

4.2 You hereby acknowledge that the Clients own all Intellectual Property Rights in and to the Client Content and that by you using the Services, no Intellectual Property Rights transfer to you.

5. IMPORTANT

5.1 You are responsible for verifying the accuracy and completeness of all Client Content extracted, processed or accessed via the Services (including all connecting websites) and for ensuring compliance with any applicable laws, regulations or codes including, but not limited to responsibility for advice or articles written for members of the public.

5.2 When using the Services you may be linked to a Client's or other partner's website, extranet or social media network page. Press Loft accepts no responsibility for the content or any other aspect of any third party websites, extranets or social media networks.

5.3 The Client is responsible for the information and the products and services it makes available through the Services. Press Loft makes no representation or warranty as to its accuracy, completeness, or fitness for any purpose. No independent verification monitoring or screening has been undertaken in respect of the information contained on or accessed via the Services and Press Loft does not endorse or accept responsibility for any recommendations, views, opinions and advice expressed on the Services and all information should be independently verified.

5.4 Notwithstanding any other Clause in these Terms and Conditions, Press Loft does not exclude any liability for death, personal injury or fraud (including fraudulent misrepresentation).

5.5 Press Loft shall not be liable for (i) any loss of or damage caused to you as a result of your use 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 under these Terms and Conditions; or (iv) any acts of any third parties including, but not limited to, any failure by a Client to fulfil any conditions negotiated between the Registered User and such Client in relation to a Collaboration Alert.

6. Termination

6.1 You may stop using the Services at anytime by following the procedures for termination of your account provided by us to you on request.

6.2 Notwithstanding Press Loft's right to suspend or terminate 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, Press Loft may terminate your use of the Services on the provision of 7 days' notice to you by email.

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7. Miscellaneous

7.1 Press Loft may sublicense or subcontract or assign the benefit of these Terms and Conditions or all or any part of its rights and obligations hereunder without your prior consent.

7.2 You acknowledge that Press Loft reserves the right to amend these Terms and Conditions at its sole discretion on providing you with notice of the same. These Terms and Conditions were last updated on 25 October 2016.

7.3 If any provision of these Terms and Conditions shall be found to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of these Terms and Conditions.

7.4 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 these Terms and Conditions.