

Terms of Use

Version 1 — archived (superseded)

Welcome to MediaWatcher.ai's website ("**we**," "**us**," or "**our**"). These terms of use ("**Terms**") govern the access to and use of our products, services, and any related content or features (collectively, the "**Services**").

By accessing or using our Services, you agree to be bound by these Terms, as well as any additional terms and policies referenced herein or available through our Services. If you do not agree with these Terms, please do not use our Services.

We may update or modify these Terms from time to time. Any changes will be effective upon posting, and your continued use of the Services after such changes indicates your acceptance of the updated Terms.

1. Definitions:

"Affiliate" means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists; "control" of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar governing body of that entity or the ownership of interests entitled to more than 50% of the votes of that entity.

"Agreement" means collective documentation forming the contractual obligations between the Parties, including but not limited to the applicable Order Form, Privacy Policy, and these Terms, along with all Schedules, exhibits, and attachments thereto.

"Authorized Users" means Client's employees, agents, representatives, contractors or customers to whom it provides access to the Product, but does not include the number of timekeepers reflected in the Subscription Fees.

"Client" The client listed in the applicable Order form, acting as a Controller herein;

"Fee" shall mean the monetary consideration as set forth in the applicable Order Form, which the Client is obligated to pay to the Service Provider for the provision of Services under the Agreement. This may also include any additional amounts agreed upon by the Parties in writing from time to time and shall be payable on the terms and conditions set forth in the applicable Order Form and Terms of Use. The Client shall pay the Fee as per the mode of payment opted, i.e. one one-time pre-paid fee, monthly recurring fee, or fee as per subscription.

"Intellectual Property Rights" means all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state or jurisdiction.

"Order Form" is the applicable purchase form of the Services

"Response Time" means the elapsed time from when the Service Provider receives a request for assistance until the commencement of assistance.

"Services" means media monitoring and intelligence services, including tracking, analysis, reporting, and actionable insights from various media sources.

"Service Provider" means Mediawatcher.ai, including but not limited to employees, representatives, agents, contractors, or any other personnel who are involved in providing the Services

"Start Date" means the date of execution by the Client, which shall begin the Term.

"Term" means the initial twelve (12) months upon entering into this Agreement

"Updates" means subsequent releases of Software which are generally made available for supported Software at no additional charge, other than media and handling charges, to correct design faults, discrepancies, or defects ("bugs") in the Product. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Product's version number (i.e., 1.1 vs. 1.0).

"Upgrades" means subsequent releases of the Materials that contain an improvement in the Materials that generally includes enhancements and new functionality, and is generally designated by a change in the number appearing to the left of the initial decimal point in the Product's version number (i.e., 2.0 vs. 1.0).

2. License Grant:

Subject to the terms of this Agreement and the number of Authorized Users specified in the applicable order form (the terms of which are incorporated herein by reference), the Service Provider grants the Client a limited, personal, non-exclusive, non-transferable, and non-assignable (except as otherwise provided in this Agreement) right to access and use the Product and its associated Documentation. This license is granted solely for its internal use and is conditional upon the full payment of all applicable Subscription Fees and continued compliance with the terms of this Agreement.

3. Limitations on Use: Third-Party Communications

3.1. Limitations on Use

3.1.1. The content provided on this Website is intended for personal, non-commercial use only. However, if the Website offers electronic commerce capabilities, purchasing on behalf of a group may be permitted, provided that the Client is duly authorized to do so.

3.1.2. The client may not use the content for evaluating a consumer's eligibility for:

- a. credit or insurance for personal, family, or household purposes;
- b. employment; or
- c. government benefits or licenses.

3.1.3. Client is strictly prohibited from decompiling, reverse engineering, disassembling, renting, leasing, loaning, selling, sublicensing, or creating derivative works from the Website or its content. Similarly, the Client may not use network monitoring or discovery tools to analyze the site's architecture or to extract

information related to usage patterns, user identities, or other data.

3.1.4. All copyright and proprietary notices must be retained on any materials provided through this Website. The content may not be copied, transmitted, distributed, posted, sold, modified, or used for public or commercial purposes without our prior written consent

3.1.5. Client may not use automated tools (e.g., bots, spiders) or manual processes to monitor or duplicate the Website or its content without prior written permission. Additionally, using this Website to transmit any false, misleading, fraudulent, or illegal material is strictly prohibited.

3.1.6. Unless otherwise expressly permitted, Client may not copy, reproduce, republish, distribute, display, or transmit any portion of this Website for commercial, non-profit, or public use. Client is also prohibited from exporting or re-exporting the Website or its content in violation of U.S. export control laws.

3.2. Third-Party Communications

3.2.1. Service Provider disclaims all responsibility for any communications Client may receive from third parties in connection with its use of this Website ("Third-Party Communications"). The client is solely responsible for evaluating the source, authenticity, and reliability of any such communication.

3.2.2. Provider makes no representations or warranties about the identity, trustworthiness, or content of any Third-Party Communications. Additionally, the Provider does not endorse or accept responsibility for the content of third-party websites accessible through this Website, which operate independently and are outside the Provider's control.

3.2.3. Links to third-party websites do not imply endorsement by us, nor do we accept responsibility for the content, accuracy, or usage of such sites.

3.2.4. Third-party content (including user-generated content or "Postings") may be displayed on this Website or accessible via external links. We must not be responsible for and assume no liability for any violations, inaccuracies, or objectionable material contained in third-party content, including but not limited to:

- a. legal misstatements,
- b. defamatory remarks,
- c. offensive content, or
- d. any form of misconduct or error.

4. Fee Payment:

4.1. The Client agrees to pay the Fees specified in the applicable Order Form, in accordance with the payment terms outlined in both this Agreement and the relevant.

4.2. Fees shall be invoiced as described in the applicable Order Form, based on the agreed payment method. The Client shall pay each invoice within seven (7) days of its issuance by the Provider.

4.3. The Client acknowledges and agrees that for pre-paid billing arrangements, any unused or unprocessed funds remaining in the Client's account at the end of each Term shall automatically expire

upon the conclusion of that Term.

4.4. The Client further acknowledges and accepts that:

- a. No refunds or credits shall be issued for any such unused or unprocessed balance; and
- b. No rollover or transfer of unused or unprocessed balances shall be permitted into any extended Term or subsequent agreement, unless the Client elects to carry over such balance by paying twenty-five percent (25%) of the unused or unprocessed amount (note: this fee is not added to the rolled-over balance).

4.5. If the Client fails to make payment in accordance with the terms of this Agreement, for any reason—including the existence of a dispute between the parties—the Provider reserves the right to:

- a. charge interest on the overdue amount at a rate of ten percent (10%) per annum above the prevailing base rate set by the Bank of England, compounded daily and further compounded at the end of each calendar month;
- b. seek interest and statutory compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and
- c. suspend the provision of services until all outstanding amounts, including any accrued interest or charges, have been paid in full or a written resolution has been agreed upon by both parties.

4.6. The Client acknowledges that any such suspension shall not relieve them of their obligation to pay all outstanding charges owed to the Provider.

5. Third-Party Integrations:

5.1. The Service may integrate with or provide access to third-party products, services, or applications (“Third-Party Integrations”) to enhance functionality or provide additional features.

5.2. Use of Third-Party Integrations is subject to the terms and conditions and privacy policies of the respective third-party providers. The Provider does not control and is not responsible for any content, functionality, security, or availability of such third-party products or services.

5.3. The Client acknowledges and agrees that integrating third-party services may require the transfer of Client Data from the Qualifying Services to the respective third-party providers.

5.4. The Client agrees to comply with all applicable terms, policies, and legal requirements related to the use of Third-Party Integrations.

6. Intellectual Property Rights:

6.1. All content, materials, and features available on this website or through our services—including but not limited to text, graphics, logos, icons, images, audio clips, video clips, software, and the design, structure, selection, coordination, expression, and arrangement thereof (collectively, the “Content”)—are the exclusive property of Service Provider, its affiliates, licensors, or other content providers, and are protected by intellectual property laws, including copyright, trademark, patent, trade secret, and other proprietary rights.

6.2. Except as expressly permitted in writing by Service Provider, Client may not copy, reproduce, modify, distribute, display, perform, publish, license, create derivative works from, transmit, or otherwise exploit any part of the Content for commercial purposes or public use, in whole or in part.

6.3. All trademarks, service marks, logos, and trade names appearing on the website or in the services (collectively, the "Marks") are the property of the Service Provider or their respective owners. The client may not use any of the Marks without prior written consent from the owner.

6.4. Client's use of the website or services does not grant it any ownership or rights in the Content or Marks, and all rights not expressly granted are reserved.

6.5. The Client agrees not to:

a. Alter, replicate, decompile, disassemble, reverse-engineer, or engage any third party to modify or reverse-engineer the Provider's software, technology, or services;

b. Transfer, sublicense, sell, lease, rent, or otherwise make available any of the Provider's Intellectual Property Rights to third parties;

c. Breach any license terms or restrictions outlined in this Agreement;

d. Utilize the Services to introduce or transmit any malicious software, viruses, or harmful code;

e. Disrupt, compromise, or degrade the performance or integrity of the Services, Provider's infrastructure, or third-party data hosted within the system;

f. Modify, remove, relocate, or tamper with any proprietary tags, codes, or identifiers embedded in the Services.

7. Confidentiality:

7.1. The Client acknowledges that, in the course of receiving services from the Service Provider, it may gain access to non-public, confidential, or proprietary information of the Service Provider, including but not limited to business processes, technical information, pricing, software, trade secrets, product designs, and other business or operational data ("**Confidential Information**").

7.2. The Client agrees to:

a. Keep all Confidential Information strictly confidential and do not disclose it to any third party without the prior written consent of the Service Provider.

b. use such Confidential Information solely for the purpose of evaluating or receiving the services provided under this Agreement; and

c. take reasonable steps to protect the confidentiality of such information, including ensuring that any of its employees, contractors, or agents who require access to the Confidential Information are bound by confidentiality obligations no less protective than those in this Agreement.

7.3. The obligations under this clause shall not apply to information that the Client can demonstrate:

a. was already lawfully known to the Client prior to disclosure by the Service Provider;

- b. becomes publicly available through no fault or breach by the Client;
- c. is lawfully received from a third party without restriction; or
- d. is independently developed by the Client without use of or reference to the Service Provider's Confidential Information.

7.4. If the Client is required to disclose any Confidential Information by law, regulation, or court order, it agrees to provide, where legally permitted, prompt written notice to the Service Provider to allow it the opportunity to seek a protective order or other appropriate remedy.

7.5. Upon termination or expiration of this Agreement, or upon written request by the Provider, the Client shall promptly return or securely destroy all Confidential Information in its possession or control, except to the extent required to retain such information under applicable law or for internal compliance purposes.

7.6. The Client's confidentiality obligations shall survive the termination or expiration of this Agreement for a period of [two (2)] years, or as long as the information remains confidential, whichever is longer.

8. Data Protection:

8.1. Both parties agree to comply with all applicable data protection and privacy laws, regulations, and guidelines, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other relevant local or international data protection laws ("**Data Protection Laws**")

8.2. Provider shall implement and maintain appropriate technical and organizational measures to protect any personal data processed on behalf of the Client against unauthorized or unlawful processing, accidental loss, destruction, or damage.

8.3. The Client acknowledges that it is responsible for ensuring that it has obtained all necessary consents and authorizations to allow the Provider to process personal data in accordance with this Agreement and applicable Data Protection Laws.

8.4. Provider shall process personal data only on documented instructions from the Client, unless required otherwise by law. The parties shall cooperate to facilitate the Client's compliance with Data Subject rights and applicable data breach notification requirements.

8.5. Each party shall notify the other Party within 48 hours upon becoming aware of any actual or suspected data breach affecting personal data processed under this Agreement.

9. Indemnity and Liability:

9.1. Indemnity by the Client. The Client shall indemnify, defend, and hold harmless the Service Provider, its affiliates, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- a. The Client's use of the services in violation of this Agreement or applicable law;
- b. any breach of the Client's representations, warranties, or obligations under this Agreement;

c. any third-party claims arising from the Client's content, data, or actions.

9.2. Indemnity by the Service Provider. The Service Provider shall indemnify, defend, and hold harmless the Client from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- a. any gross negligence or willful misconduct of the Service Provider in providing the services; or
- b. any claim that the services infringe any valid intellectual property rights of a third party.

9.3. Limitation of Liability.

a. To the maximum extent permitted by law, neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, revenue, data, or business opportunities, even if advised of the possibility of such damages.

b. Except for liabilities arising from gross negligence, willful misconduct, or indemnity obligations, each party's total aggregate liability under or related to this Agreement shall not exceed the amount paid by the Client to the Service Provider under this Agreement during the twelve (12) months preceding the event giving rise to the claim.

9.4. Exceptions. The limitations and exclusions of liability set forth herein shall not apply to:

- a. death or personal injury caused by a party's negligence; b. fraud or fraudulent misrepresentation; or
- c. any other liability that cannot be limited or excluded by applicable law.

10. Termination:

10.1. Termination for Convenience. Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party.

10.2. Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party:

- a. materially breaches any term of this Agreement and fails to cure such breach within [fifteen (15)] days after receipt of written notice describing the breach in reasonable detail;
- b. becomes insolvent, files for bankruptcy, or has a receiver or similar officer appointed over its assets; or
- c. ceases to conduct business in the normal course.

10.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason:

- a. The Client shall immediately pay all outstanding fees and charges owed to the Service Provider.
- b. each party shall return or securely destroy the other party's Confidential Information, except as otherwise permitted by applicable law or agreed in writing;
- c. all licenses and rights granted to the Client under this Agreement shall immediately cease; and

d. Any provisions of this Agreement that by their nature are intended to survive termination shall remain in full force and effect.

11. Force Majeure:

The Provider shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business due to a Force Majeure Event, provided that the Client is notified of such an event and its expected duration.

12. Assignments:

Either party shall not assign or transfer its rights or obligations under the applicable Order Form without the prior written consent of the other party.

13. Amendments:

Any amendment or modification to this Agreement must, in order to be binding for the parties, be in writing and signed by both parties.

14. Waiver:

No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

15. Governing Laws

15.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

15.2. Initial Negotiation: In the event of any dispute arising out of or relating to this Agreement (a "Dispute"), the Parties shall first attempt to resolve it through good faith negotiations.

15.3. Mediation: If the Parties are unable to resolve the Dispute through negotiation within thirty (30) days, the Dispute shall be submitted to mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules.

15.4. Arbitration: If the Dispute is not resolved within sixty (60) days from the commencement of mediation, it shall be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules by a single arbitrator. The arbitration shall be conducted in English in Wilmington, Delaware, USA. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Each Party shall bear its costs, and the arbitration costs shall be shared equally, unless the arbitrator decides otherwise. The arbitration proceedings and any related documents shall be confidential, except as required by law or to enforce or challenge an award.

15.5. Litigation as Last Resort: If the Dispute remains unresolved after arbitration, either Party may pursue litigation as a last resort in a court of competent jurisdiction in Delaware.