

Mediaddress

Media contact

Mediaddress Subscription Form

Print it out, fill, sign it and send it
by fax (+44 208 0825140)
or e-mail (info@mediaddress.co.uk)

I wish to subscribe to European Journalistic Database Mediaddress, supplied by Mediaddress Limited on the License Agreement general conditions that I have read and accept. **I would like to receive the following products and services on yearly basis:**

Mediaddress Europe

(France, Germany, Italy, Spain, United Kingdom) N° of Licenses _____ € _____
Worldwide database _____ N° of Licenses _____ € _____

Mediaddress Italy

N° of Licenses _____ € _____

Mediaddress Spain

N° of Licenses _____ € _____

Added Levels

- Advanced € _____
- Top € _____

Subscription Dates

From: _____ To: _____

Subscription Cost

Annual Fee: € _____ + VAT (1st year), € _____ + VAT (from 2nd year).

Additional Licenses: € _____

Cost VAT - 17.5 % - (except for european countries): € _____

Payment Terms

On ordering, advance payment of 50%: € _____ + VAT and final settlement, payable within 30 days: € _____ + VAT

If the Licensee defaults in any payment of the license fee due to Mediaddress within any agreed credit period Mediaddress shall be entitled to suspend the provision of the Service (Art.4).

Banking Details of MEDIADDRESS Ltd

Lloyds TSB Bank PLC – 35 Whitechapel High Street LONDON E1 7PH – SWIFT:LOYDGB21053 – IBAN: GB18LOYD30929086362633

Subscriber full name

Signature and Stamp

Billing Data and Address

Subscriber Business Name		Invoice to be issued in the name of (if different)	
Street Address			
ZIP Code	City	District/State	
Company number		VAT number	
Address for sending invoice		Accounts department Manager	
Telephon number	Fax number	Email address	

1. INTELLECTUAL PROPERTY RIGHTS

As between Mediaddress and you, Mediaddress is the sole owner of the copyright and all and any other intellectual property rights in the MEDIADDRESS Database in its current form and as updated by Mediaddress from time to time ("the Database") and the software supplied by Mediaddress ("the Software") and the Licensee so acknowledges. The Database and the Software are hereinafter together called "the Service".

2. GRANT OF LICENCE

2.1 On payment of the appropriate fee as set out in this form Mediaddress grants to the Licensee a non-exclusive licence to access the Database from the number of workstations (each of which will receive its own password) specifically agreed between Mediaddress and the Licensee as indicated in this form and for which Mediaddress will invoice the Licensee.

2.2 The licence hereby granted permits only the Licensee and its employees to use the Database and the Licensee shall not purport to sell transfer or sub licence any of the rights hereby granted to use the Database or the Software to any other person nor shall the Licensee install the Database or the Software on any workstation belonging to any other person or on a workstation belonging to the Licensee for which the Licensee is not in possession of a licence from Mediaddress.

2.3 The Licensee undertakes to keep confidential and not to disclose to any other person (whether or not for profit) the information contained in the Database and not to permit any third party to have access to the Software.

2.3.1 For reasons of security any Licensee who opts for access to the Database via the Internet is required to connect to the Database by means of the static IP (Internet Protocol) and the Licensee shall first notify Mediaddress of an assigned address for this purpose.

2.3.2 The Licensee acknowledges that Mediaddress is absolutely entitled to carry out any checks on its server which it may consider appropriate to verify the data security and the legality of the use of the Database by the Licensee or any other person. Any illegal or unauthorised use of the Database or of any password permitting access to the Database may result in Mediaddress's unilateral termination of the Service.

3. PASSWORD, USE AND UPDATE

OF THE SYSTEM

3.1 Mediaddress will provide passwords to the Licensee on receiving the subscription fee and the Licensee shall be entitled to use the passwords only in accordance with the terms of this Agreement and on the number of workstations for which the Licensee is licensed.

3.2 The Licensee will be deemed to have accepted the Service if 15 days have elapsed since the Licensee's first use of the Service and the Licensee shall have not have notified Mediaddress to the contrary.

3.3 Mediaddress will update the Database from time to time as Mediaddress shall consider appropriate to maintain its accuracy.

4. PAYMENT TERMS

4.1 If the Licensee defaults in any payment of the licence fee due to Mediaddress within any agreed credit period Mediaddress shall be entitled to charge interest on overdue sums in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

4.2 If the Licensee defaults in any payment of the licence fee due to Mediaddress within any agreed credit period Mediaddress shall be entitled to suspend the provision of the Service or its updates until the Licensee shall have made good any default (with interest as set out in clause 4.1) and so that the term of the Licensee's subscription shall not be extended by the period of such suspension.

4.3 The Licensee shall not be entitled to claim any rebate of licence fee by reason of the Licensee's inability or unwillingness to use the Service.

5. SUBSCRIPTION LENGTH AND TERMINATION

5.1 The initial subscription period shall be for a period of one calendar year and shall be renewed automatically unless terminated at the end of a subscription period by no less than 60 days' written notice given by the Licensee to Mediaddress.

5.2 Mediaddress will invoice the Licensee at the beginning of each subscription period for the forthcoming year at the rate currently applicable to the Service and the number of the Licensee's workstations licensed for use of the Service.

5.3 On the termination of the Licensee's subscription Mediaddress will disable the Licensee's passwords.

5.4.1 If the Licensee is in default in the payment of licence fee Mediaddress may

suspend the right of the Licensee to use the Service in accordance with clause 4.2 above.

5.4.2 If the Licensee shall commit any material breach of this Agreement including (without prejudice to the generality of the foregoing) acts inconsistent with Mediaddress's intellectual property rights set out in clause 1 a breach of the licence granted in clause 2 or a failure to remedy the breach of the payment terms contained in clause 4 within 90 days after any payment to Mediaddress becomes due Mediaddress shall be entitled to terminate the licence forthwith by notice in writing given to the Licensee at the Licensee's current billing address.

5.5 Termination of the Licensee's subscription in accordance with clause 5.4 shall be without prejudice to Mediaddress's other rights and remedies whether under this contract or otherwise and shall not entitle the Licensee to any refund in respect of the current subscription period.

6. LIMITATION OF LIABILITY

6.1 To the fullest extent permitted by applicable law, under no circumstances shall Mediaddress, its representatives or vendors be liable to the Licensee or any other person or entity for:

6.1.1 inability to use the Database or the Software on the part of the Licensee
6.1.2 for any indirect, incidental, special, exemplary, punitive, or consequential damages (including damages for loss of any revenue, loss of actual or anticipated profits, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss of use, loss of, damage to or corruption of data, or any indirect or consequential loss or damage howsoever arising (including, for the avoidance of doubt, where such loss or damage is of the type specified above)) arising out of or in any way connected with this Agreement or the Service provided hereunder whether based on contract, tort, negligence, strict liability or otherwise, and whether such losses or damage were foreseen, foreseeable, known or otherwise.

6.1.3 damage to or loss of the Licensee's stored data or software

6.1.4 any inaccuracy in data supplied by Mediaddress as part of the Service it being the responsibility of the Licensee to check the validity of any data on the Database before placing reliance upon it

6.1.5 any interruption in the use of the Licensee's computer equipment due to maintenance operations (both scheduled

and unscheduled) on the part of Mediaddress.

6.2 In no event will Mediaddress's, its representatives' or vendors' aggregate liability arising out of this Agreement exceed the licence fee paid by the Licensee in respect of the current subscription year.

7. FOREIGN DATA

Foreign data on the Database is provided and updated by Mediaddress's foreign correspondents and in the event that Mediaddress shall no longer be able to obtain data from such correspondents Mediaddress reserves the right to cease the updating of such foreign data and to make an appropriate refund to the Licensee in respect of the consequential reduction in the Service.

8. GOVERNING LAW AND JURISDICTION

8.1 By completing the subscription form and returning it to Mediaddress the Licensee agrees to be bound by the terms and conditions of this Agreement.

8.2 This Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

9. DATA PROTECTION

The Licensee agrees and undertakes to maintain appropriate privacy policies and to comply in all respects with the Data Protection Act 1998 the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws regulations codes of practice and guidelines relating to data protection including all relevant guidance issued by the Information Commissioner or successors.

10. NOTICES

10.1 Any notice required by this Agreement shall be given in writing by prepaid first class post to the address of the appropriate addressee set out in this Agreement or to such other address as shall be notified in writing by prepaid first class post to the other from time to time.
10.2 All such notices shall be deemed to have been received by the addressee 72 hours after posting in the case of notices given where both parties are in England and Wales and 168 hours after posting in any other case.

11. NO AMENDMENT

No amendment or modification of this Agreement shall be binding on Mediaddress unless made in writing and signed by a director for an on behalf of Mediaddress.

Subscriber full name

Signature and Stamp