

# HEADLINEMONEY STANDARD TERMS AND CONDITIONS FOR SUBSCRIBERS

**headlinemoney** is the owner and operator of the **headlinemoney** website currently located at [www.headlinemoney.co.uk](http://www.headlinemoney.co.uk) (the **Website**). The Subscriber wishes to have the press releases and other public communications it issues from time to time (the **Material**) published on the Website, and **headlinemoney** agrees to publish them, on the terms set out in this Agreement.

IT IS AGREED as follows:

1. This Agreement shall commence on receipt by **headlinemoney** of this Agreement signed by the Subscriber and continue for the period specified on the Order Form (the **Term**) unless terminated earlier in accordance with clause 12 below.
2. The Subscriber shall during the Term, at its cost, deliver the Material by email in Microsoft Word format, or such other format as **headlinemoney** may specify, to [news@headlinemoney.co.uk](mailto:news@headlinemoney.co.uk) and back-up address [headlinemoney@yahoo.co.uk](mailto:headlinemoney@yahoo.co.uk)
3. The Subscriber grants to **headlinemoney** a non-exclusive worldwide licence of all such rights as are necessary to publish the Material on the Website and to reformat the Material to the extent **headlinemoney** deems reasonably necessary for its inclusion within the Website. However, should the Subscriber wish to have any Material removed from the site, **headlinemoney** will be responsible in doing so immediately and no later than within 24 hours of the next working day.
4. In consideration of **headlinemoney** agreeing to publish the Material on the Website in accordance with this Agreement, the Subscriber shall pay to Centaur Communications Ltd on behalf of **headlinemoney** by credit or debit card, direct debit or by invoice (the "**Payment Methods**"), as applicable to your order.

If your Payment Method is a credit or debit card, you authorise us to take payments from the credit or debit card chosen by you on a recurring monthly or annual basis as applicable, for the duration of your subscription.

If your Payment Method is invoice, we shall be entitled to issue an invoice to you for the charges on an annual basis as applicable and you shall pay each invoice submitted by us: (a) immediately upon receipt of the invoice (unless otherwise specified in the Order Form); and (b) in full and cleared funds to the bank account nominated by us on the invoice.

5. **headlinemoney** warrants and undertakes to the Subscriber that **headlinemoney** will use reasonable skill and care in publishing the Material on the Website and in operating the Website. **headlinemoney** does not warrant that the Material and the Website will be available at all times during the Term but it shall endeavour to correct any faults as soon as it reasonably can.
6. The Subscriber warrants and undertakes to **headlinemoney** that:
  - (a) the Subscriber is entitled to provide the Material pursuant to clause 2 and to grant the licence in clause 3 free from any third party claim;
  - (b) the Material will contain nothing that is defamatory, blasphemous or indecent, that infringes the rights of any third party or is otherwise unlawful and that all statements presented as facts are true and accurate at the time of delivery of the Material; and
  - (c) it will promptly inform **headlinemoney** as soon as it becomes aware that the Material does or may contain any virus of any description.
7. The Subscriber agrees to indemnify **headlinemoney** and keep it indemnified at all times against all claims, proceedings, demands, damages, liabilities and costs, including reasonable legal costs, incurred in consequence of any breach or alleged breach of the warranties given in clause 6.
8. Save as expressly permitted in this Agreement, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
9. Subject to clause 10, **headlinemoney** shall not be liable to the Subscriber for loss of profits, business, production, revenue, goodwill, anticipated savings and any kind of indirect, special or consequential loss or damage.

10. Notwithstanding any other provisions of this Agreement, neither party excludes or limits liability to the other for death or physical injury resulting from its own negligence or for fraudulent misrepresentation or any other liability the exclusion or physical limitation of which is expressly prohibited by law.
11. Each party agrees to keep confidential (both during and after the Term) the terms of this Agreement and all information concerning the business or affairs of the other. This obligation will not apply in the case of any disclosure required by a court or regulatory body of competent jurisdiction, trivial information or information which is already publicly available or in the possession of a party at the time of disclosure by the other (other than as a result of a breach of any confidentiality obligation).
12. Without prejudice to their other rights or remedies either party may terminate this Agreement on immediate written notice:
  - (a) if the other commits any material breach of its obligations under this Agreement which, in the case of a breach capable of remedy, is not remedied within 14 days of service of a notice specifying the breach and requiring it to be remedied; and
  - (b) if the other holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
13. Immediately on termination or expiration of this Agreement:
  - (a) the Subscriber will cease to supply Material to **headlinemoney**; and
  - (b) **headlinemoney** will remove all Material from the Website.
14. **headlinemoney** will not be liable to the Subscriber for any failure or delay in performing its obligations under this Agreement to the extent that this failure or delay is the result of any act of God, war, fire, flood, explosion, failure of public utilities or civil commotion, or any other any cause or circumstance beyond **headlinemoney's** reasonable control and that failure or delay could not have been prevented or overcome by **headlinemoney** acting reasonably and prudently.
15. The Subscriber shall not be entitled to assign and/or licence the benefit of this Agreement and/or any or all of the rights granted under this Agreement without the consent of **headlinemoney** not to be unreasonably withheld or delayed.
16. No failure or delay by **headlinemoney** in exercising any right, power or privilege under this Agreement shall operate as a waiver of any of them nor shall any single or partial exercise by **headlinemoney** of any right, power or privilege preclude any further exercise of them or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
17. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not party to this Agreement.
18. Each party confirms that this Agreement together with the Order Form sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them.
19. This Agreement shall be governed and construed in all respects by the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts, in respect of any claim or matter arising in regard to this Agreement.