



## TERMS OF SERVICE

### LEGAL NOTICES (REGISTERED OFFICES)

WORKDESK MEDIA, INC.  
1603 CAPITOL AVENUE, STE 314  
CHEYENNE, WY 82001

### CORPORATE OFFICES (MAILING ADDRESS)

WORKDESK MEDIA, INC.  
42 BROADWAY, STE 12-254  
NEW YORK, NY 10004

THE FOLLOWING ARE THE TERMS AND CONDITIONS OF SERVICE ("**TERMS OF SERVICE**") WHICH GOVERN YOUR PURCHASES FROM SQUAWKPRESS™ A BRAND OF WORKDESK MEDIA, INC. A WYOMING CORPORATION (HEREINAFTER REFERRED TO AS "**SquawkPRESS™**" OR "**US**" OR "**OUR**") OF WORKDESK MEDIA'S PRESS RELEASE DISTRIBUTION, WEB HOSTING, PUBLIC RELATIONS AND OTHER RELATED COMMUNICATIONS SERVICES (THE "**SERVICES**") AND YOUR USE OF THE SERVICES.

BY EXECUTING ANY AGREEMENT WITH US THAT REFERENCES TERMS OF SERVICE WHETHER ELECTRONICALLY OR BY PHYSICAL SIGNATURE, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF SERVICES, AND IN SUCH CASE THE TERMS "**CLIENT**" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND ARE NOT AUTHORIZED TO USE THE SERVICES.

## CLIENT'S RESPONSIBILITIES, REPRESENTATIONS, & WARRANTIES

### I. AUTHORIZED USERS

- a. SquawkPRESS™ will independently verify the information submitted on the Client's membership application, including company address, phone number(s) and email. SquawkPRESS™ will not activate accounts utilizing a third-party email address (i.e. @Gmail.com, @Yahoo.com, @Hotmail.com), for security purposes we require an email address from the company's email domain (i.e. @ClientCompany.com), we may additionally require that the Client provide additional documentation to facilitate our account authentication.
- b. Our website allows for primary account users to add or delete other users on the same account, Secondary Users do that hold these account privileges. It is incumbent on Primary Users to exercise good judgment in deciding whom to add as additional users on their account. It is also the responsibility of Primary Users to remove other users who should no longer have access to their account (i.e. former officers or employees).
- c. Client shall not allow access to or use of the Services by anyone other than Authorized Users. You are responsible for all activities that occur in Authorized User accounts and for Authorized Users' compliance with these Terms of Service. You shall: (i) prevent unauthorized access to, or use of, the Services, and notify SquawkPRESS™ promptly of any such unauthorized access or use and shall use Your best efforts to cooperate in maintaining the security of, access to and use of the Services; (ii) comply with all applicable local, state, federal and foreign laws in using the Services; and (iii) use the Services only for purposes that are permitted by these Terms of Service.
- d. Client shall not, and shall not allow third parties to: (i) access (or attempt to access) any of the Services by any means other than through the Account Number that is provided by SquawkPRESS™, unless You have been specifically allowed to do so in a separate agreement with SquawkPRESS™; (ii) access (or attempt to access) the Services through any automated means (including use of scripts or web crawlers); (iii) engage in any activity that interferes with or disrupts the integrity or performance of the Services (or the servers and networks which are connected to the Services) or use of the Services by other clients (iv) use the Service as a service bureau or to provide a service directly or indirectly to third parties, including, without limitation, for the creation or manipulation of data to be sent to a third party or for the processing of data provided by a third party; (v) reverse engineer, adapt, translate, decompile, or otherwise derive the source code for the Software (as defined below)

or access the Services in order to copy or imitate any ideas or features, or build a product or service similar to the Service, or use similar features, software, functions or graphics as those of the Services, whether or not intended to compete with the Service; or (vi) access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose.

## II. CONTENT POLICIES FOR PRESS RELEASES & MARKETING

- a. Client is solely responsible for the accuracy and authenticity of Client materials submitted to SquawkPRESS™. SquawkPRESS™ reserves the right to reject copy when necessary in our sole judgment. Client represents and warrants to SquawkPRESS™ that Client is entering into these Terms of Service as principal and have all necessary rights, title and interest are so authorized to submit the Materials to SquawkPRESS™ for distribution, broadcasting and/or filing; that Client's Materials are true and accurate; that the Client is not impersonating any person or entity or misrepresenting affiliation with any person or entity; that the Client's Materials comply with all applicable laws and regulations; that the Client's Materials will not violate or infringe upon any copyright, trademark, or service mark rights, any other property rights, non-solicitation rights, intellectual property rights, confidentiality rights or other proprietary or contractual rights of any person or entity, including, but not limited to, those relating to data privacy (including ensuring that all appropriate consents are in place in order to disclose any personal information contained in the Client's Materials), communication and exportation of technical or personal data and that all Your Materials are free of all Malicious Code or other items of a destructive nature; that the Client's Materials do not contain any information which is libelous, defames or slanders any person or entity, which violates the intellectual property or confidentiality rights of any person or entity; and that Client has investigated the desirability of utilizing SquawkPRESS™ services and are not relying on any representation, guarantee, or statement other than as set forth in these Terms of Service or in the materials on <http://www.SquawkPRESS.com/>.
- b. SquawkPRESS™ reserves the right to edit Material submitted, if or as necessary, in order to make corrections to the Client's Material (i.e. formatting errors or misspellings) or to ensure that the Client's Material adheres to SquawkPRESS™'s Policies as amended, provided, however, that Client's Material will not make any substantive edits without first obtaining Client's or Authorized Secondary User's consent. SquawkPRESS™ may reject any Client's Material, or require changes to it, if our Editorial Staff determines, in its sole discretion, that the Client's Material is unsuitable. Unsuitable Content may include, but is not limited to, that Content which contains sexually explicit materials, promotes violence or illegal activities or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, or otherwise violates the intellectual property rights of any person or entity. Client further agrees, that no Material submitted by the Client will contain any Material that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or other right of any person.
- c. Client Material will not contain any viruses, scripts, macros, or programs or links to macros, scripts, programs, or any code that alters, destroys or inhibits the operation of, or infiltrates, computer systems or data run through such computer systems. You shall indemnify and hold harmless WorkDesk Media, Inc., its affiliates and agents, and those licensed or otherwise authorized by WorkDesk Media, Inc. to process, transmit or distribute Material, including Marketwired, LP, Newbauer Media, Relations, and any other distribution partner or service selected by WorkDesk Media, Inc., from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or relating to any breach by Client of the foregoing representations and warranties or otherwise arising out of or relating to the Materials or nature of the Material.
- d. All ticker symbols included in any Client Content submitted for distribution must be for companies that have a direct role or participation in the news being announced (SquawkPRESS™ strongly prohibits "ticker spam"). All ticker symbols within Client's Content which has a direct role or participation in the news are required submit for approval for inclusion. SquawkPRESS™ may require removal of a ticker symbol if it cannot be verified that the Client has permission from the company whose ticker symbol is being used. Client may not include ticker symbols from Client's competitors.
- e. The Client hereby grants SquawkPRESS™ together with any and all distribution partners a non-exclusive, royalty-free, sub-licensable, world-wide, irrevocable, transferable and assignable license to store, display, reproduce, distribute and, if appropriate, translate Client Materials submitted to SquawkPRESS™ for the sole purpose of permitting SquawkPRESS™ to provide services to the Client.
- f. All intellectual property rights in, and ownership of, all Client Materials and any materials developed by SquawkPRESS which are directly derived from Client Materials in connection with the performance of the SquawkPRESS™ Services shall be and shall remain the Client's exclusive property. SquawkPRESS™ may

use such materials for the purpose of performing the Services in accordance with the license stated within this agreement.

- g. Except as provided herein, all right, title and interest in and to Client Materials and all related Intellectual Property Rights, modifications and additions thereto shall at all times remain with the Client.
- h. SquawkPRESS™ will make all practicable efforts to ensure release times requested by the Client however, certain circumstances, specifically for press releases with lengthy content or a large number of tables which require special formatting can consume more time than we request for normal sized Client Content.

### III. THIRD-PARTY EMAIL COMMUNICATIONS & USE OF DATA

- a. Client agrees to will comply with all applicable laws, rules and regulations, including but not limited to the Children's Online Privacy Protection Act of 1998 and laws relating to "spam," including obtaining all required authorizations, from recipients in connection with distribution lists provided by You and with respect to any data provided by You concerning individuals, You have received the consent of such individuals to such use and transfer.

## WORKDESK MEDIA, INC. WARRANTIES; DISCLAIMER

- I. SquawkPRESS™ represents and warrants that on an ongoing basis, (i) the Services will be performed using reasonable care and skill and in accordance with these Terms of Service; (ii) We have and will have all necessary rights, license and approvals to furnish the Services hereunder free of all claims and other third-party restrictions; and (iii) to the best of Our knowledge, the Services (and the Software used to perform the Services) furnished or Your use of the same hereunder do not and will not violate, infringe or in any manner contravene or constitute the unauthorized use or misappropriation of the Intellectual Property Rights of a third party or the laws or regulations of any governmental or judicial authority.
- II. Website access "Dashboard" is provided "AS-IS" without warranty or condition of any kind, either expressed, implied or statutory, including but not limited to all warranties and conditions of merchantability and fitness for a particular purpose.
- III. EXCEPT AS EXPRESSLY STATED HEREIN, WE SHALL HAVE NO RESPONSIBILITY FOR, AND DO NOT WARRANT AGAINST, ANY PROBLEMS THAT OCCUR AS A RESULT OF (i) IMPROPER USE OF THE SERVICES, THE MARKETWIRED PRODUCTS, THE SOFTWARE OR ANY WORK PRODUCT; (ii) USE OF THE SERVICES WITH INCOMPATIBLE EQUIPMENT, INTERFACES, REQUIREMENTS OR SPECIFICATIONS; (iii) USE OF THE SERVICES WITH OTHER PRODUCTS (HARDWARE, SOFTWARE, FIRMWARE, ETC.) THAT DO NOT PROPERLY EXCHANGE DATA WITH THE SERVICES; (iv) OR USE OF THE SERVICES OTHER THAN IN ACCORDANCE WITH OUR INSTRUCTIONS GIVEN FROM TIME TO TIME; AND DOES NOT WARRANT THAT THE USE OF THE SERVICES, MARKETWIRED PRODUCTS OR SOFTWARE WILL BE UNINTERRUPTED, FREE FROM ERRORS OR OFFERED WITHOUT DELAYS, WHETHER DUE TO CIRCUMSTANCES WITHIN OR BEYOND OUR REASONABLE CONTROL. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS OR SERVICES SUPPLIED BY US, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT IN THOSE JURISDICTIONS WHERE SUCH WARRANTIES MAY NOT BE EXCLUDED BY OPERATION OF LAW.

## PAYMENTS, DEFAULTS, & GOVERNANCE

- I. Clients may pay for services by Credit Card upon submission of release, or may pre-pay via Check, Wire Transfer, or Credit Card by contacting [Sales@SquawkPRESS.com](mailto:Sales@SquawkPRESS.com). Should the Client fails to pay any sums when due ("Default"), Client acknowledges and agrees that SquawkPRESS™ may demand payment of the balance owed in full, with accrued interest at the monthly rate of 2.0 % of the outstanding balance. SquawkPRESS™ may, at its sole election, suspend performance of any further Services and/or may discontinue any credit status, until such time as all payments due are paid in full. In the event Client fails to make payment for any Services when due or the event SquawkPRESS™ takes any action to enforce its rights, Client agrees to pay all costs of collection, including reasonable attorneys' fees, which are incurred by SquawkPRESS™ or its agents, whether or not a lawsuit is filed. In the event of litigation to enforce the terms herein, the prevailing party will be entitled to recover from the other party its costs and fees, including reasonable legal fees.
- II. This agreement shall be deemed to be a contract made in the State of Wyoming and covered by Wyoming law, without regard to principles of conflicts of law. Venue for any litigation directly or indirectly relating to this agreement, or between the parties hereunder, shall be found in the State of Wyoming, within Laramie County.
- III. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original; but such counterparts shall, together, constitute only one instrument. Facsimile signatures shall be construed to be original signatures in the absence of manual signatures.
- IV. This agreement and the schedules attached hereto constitute the entire agreement of the parties hereto relating to the matters covered hereby and supersede any previous agreements or oral representations. If any provision is held to be illegal, unenforceable, or invalid for any reason, the remaining provisions shall not be affected or impaired thereby.

Last Edited on 2016-04-04