



Terms and Conditions of Use (April 2015 – June 2016)

United States & Canada

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Welcome

Welcome new, current, or future Meltwater customer! Meltwater's online intelligence platforms monitor billions of digital documents daily & provide market insight, press communication tools, and social media analysis to over 20,000 companies worldwide.

Below you will find Meltwater's terms and conditions of use. This Agreement constitutes a contract between you, the Customer (as defined by Meltwater's statement of work, called the 'Order Confirmation'), and us, Meltwater! These Terms govern your use of (and access to) the Services and the Meltwater site.

BY USING MELTWATER SERVICES, ACCESSING THE MELTWATER SITE, OR BY ALLOWING ANYONE ELSE TO USE OR ACCESS EITHER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

How Your Meltwater License works

Meltwater's flagship services monitor online traditional, social, and broadcast media. Based on search filters & Boolean logic, the Meltwater platform yields News Link Search Results in the form of hyperlinks. These hyperlinks link to a Third Party Site on which the article is published.

We don't screen each News Link Search Result, so we cannot and do not audit or endorse any Third Party Site, nor are we responsible for any Third Party Content reached through the Services. You are responsible for evaluating whether to access a Third Party Site, and agree to be bound by its terms. You agree not to copy, reproduce, distribute, transmit, modify, sell, license or otherwise exploit Third Party Content unless that third party has expressly granted you those rights.

The majority of our 300,000 online sources make their content accessible for free. However, some publications in our source base require additional fees to access their content. These aren't included in the price of your Meltwater subscription, and should you choose to access that content, you agree to pay for it.

Besides just monitoring online media, Meltwater Services may also allow you to upload or distribute your own content! You agree that any and all content you upload or distribute belongs to you and complies with all applicable laws. We have the right to terminate any Services or accounts through which Meltwater's IP or the IP of a third party has been or is being infringed.

Simply Put: You, and all Users, must use the Site and the Meltwater Services, and any content accessed by the Services, in accordance with all applicable laws, rules and regulations.

Who can use our Services?

When you purchase a Meltwater subscription you get a non-exclusive and non-transferable right for your Authorized Users (the quantity is specified in your Order Confirmation) to use the Services. While you can use the Services for any business purpose, it must be your own, and on your own company's behalf. (Not your friends, partners or affiliates!) All Authorized Users must be employees of your company, unless they are your contracted external consultants who may use the Services exclusively on your behalf.

If you are a marketing or public relations agency using the Meltwater Services on behalf of your client(s), you agree that:

- The agreement between you and your client(s) is as protective of Meltwater's rights as this Agreement.
- That agreement permits you to provide us with your client(s)' information , and act on their behalf, if applicable.

- Meltwater is not a party to your agreement with your client(s) and you are solely responsible for delivery of your agency services to your client.
- All payments due under this Agreement must be satisfied regardless of the status of their payments to you.

What do I need to use the Services?

Not much! In most cases all you need is a web browser, an internet connection, and your password. You are responsible for having all the hardware and internet access to use the Services, as well as protecting your own password, and you must let us know as soon as you think your password has been breached.

Payment

The price and payment terms of your Services appear on your Order Confirmation. You may be able to pay by check, electronic wire, or credit card; inquire with Your Meltwater representative!

Unless otherwise specified in your Order Confirmation, payment is due upfront in a single lump sum and is invoiced at the start of your subscription (first-time customers) or in advance of your renewal (current customers). You are responsible for paying any applicable taxes, which aren't included in the price and will appear on your invoice.

We don't incur fees by charging our clients per-click or per-clip. You have access to over 5 years of news backlog across 300,000 outlets—the very instant you log in. Because our services are “all you can eat,” all payment is non-refundable (unless otherwise specified here.) If you aren't able to satisfy your payment obligations within 30 days of your invoice due date, we have the right to charge a Late Fee and/or suspend or terminate access to the Services.

Term & Termination

Meltwater will provide Services for the term indicated by start & stop dates on the Order Confirmation. If this Agreement is terminated, your rights of use expire.

Your current subscription...

You can terminate this Agreement for convenience at any time as long as you give us 60 days of advance notice; If Meltwater hasn't materially breached this Agreement, your outstanding payments to Meltwater will become immediately due and you still must pay in full. (If you've paid already, there will be no refund).

Next year's subscription...

To make renewal as easy as possible for our customers, this Agreement includes an automatic renewal. Unless you cancel your next term at least 60 days before the end of the term, this Agreement will automatically renew at the then-current renewal term and price.

If we don't receive your written cancellation at least 60 days before the end of the term, you agree to the renewal.

We guarantee service levels of 99.5% uptime, one of the most aggressive by SaaS standards. If there were ever a technical outage of the Services though, we've got your back. Should such an outage ever make the Services unavailable to you for more than 3 consecutive business days following your notice to Meltwater, we will issue you a credit quota to the pro-rata length of the outage (based on your annual payment to Meltwater).

If you breach this Agreement, Meltwater has the right to suspend access to the Service immediately upon discovering your breach; you'll have 30 days to cure that breach at which point we have the right to terminate.

Should we materially breach this Agreement (and can't cure within 30 days of your written notice) you're entitled to a pro-rata refund of the uncured Services.

Product-Specific Terms

Meltwater has a handful of technology partners which improve our products' speed & functionality. If you aren't purchasing the below Services, then these terms won't apply to you. If you do purchase any of the below Services, you agree to the corresponding terms.

Meltwater Rise: You are solely responsible for any contests, promotions, competitions and/or sweepstakes run using the Meltwater Services, which must comply with all applicable laws, rules, regulations and orders. You agree to create and enforce all applicable rules, guidelines, terms of use and/or privacy policies. Meltwater may provide boilerplate contest rules; they are meant as an illustrative example only.

Online Newswire: You agree to only release newswires, articles or other content that is directly associated with your business. You may not send press releases featuring a class action lawsuit, pending litigation, or investment opinion/research. Neither Meltwater nor any third party newswire provider has any obligation to publish your content, and both reserve the right to refuse any news releases and/or other content (graphics, photos, captions, etc.) which either deems inappropriate or unprofessional for a business news release distribution network.

Meltwater Press: Meltwater Press Services allow you to upload specific journalist contacts for use through the Services. If those contacts are located in Canada, by uploading them, you represent and warrant that they are professional journalists and that you comply with Canada's anti-spam law ("CASL"). To the extent permitted by law, you agree to indemnify and hold harmless Meltwater, its subsidiaries, affiliates, employees and customers, from and against any and all liability, damages, and fines (including reasonable attorneys' fees) related to your breach of this warranty. The limitation of liability does not apply to the warranties and obligations in this provision.

Critical Mention: Broadcast monitoring services provided by Critical Mention (the "CM Services") provide the ability to search and access broadcast transcripts, and digitized broadcast television clips

and radio clips (“CM Content”). All rights to use the CM Services and CM Content is limited to the same rights you have been granted to use the Services. Except as otherwise agreed between Critical Mention and you, you agree not to copy, edit, display, exhibit, perform, distribute, transmit, publicly display, post or otherwise use the CM Content, in whole or in part in any way. You also agree not to alter, hide, or remove, any marks or notices from the CM Services or the CM Content; nor to alter, copy, reverse engineer or develop any derivative works of the software or other code comprising the CM Services. You acknowledge that Critical Mention is a third party beneficiary of these Terms and has the right to enforce them.

Global Print Media: You understand and agree to be bound by Acquire Media’s terms and conditions. Acquire Media is a third party beneficiary of this Agreement.

Meltwater Engage: You understand and agree to be bound by the terms and conditions located at <http://engage.meltwater.com/meltwater-terms-of-service>. Sprout Social is a third party Beneficiary of this Agreement.

Intellectual Property

We are proud of our software and our Services. We built them ourselves! We are pleased to grant you rights of use to these Services, and those rights are strictly limited to the ones granted here in Agreement. For example, you agree not to sell, re-sell, reproduce, duplicate, copy, modify, or otherwise exploit any portion or derivative of the Site or its contents; nor to use any data mining, robots, or similar data gathering and extraction tools.

All Services and all content on the Site (unless created by you or a third party) including software, code, trademarks or logos are owned by or licensed to Meltwater, and we reserve all rights not expressly granted in these Terms. You agree not to use Meltwater’s name, trademark, logo, or Meltwater generated content without our express written consent.

Warranty & Liability

Unless due to gross negligence or willful misconduct, **NEITHER PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL EXCEED THE PRICE OF YOUR CURRENT SUBSCRIPTION.**

Neither Party will be liable for indirect, consequential or exemplary damages arising from or in connection with this Agreement. Consequential damages could include loss of profit, goodwill, data or business reputation. It also could mean the cost of replacing our Service with another.

We provide the Site and the Services “as is” without any warranty or condition of any kind.

What you are getting: Meltwater provides a “plug-and-play” tool. A more detailed description of the Services you are purchasing can be found in your Order Confirmation.

Our Services rely upon your internet connection, hardware, and network connectivity, and we cannot and do not guarantee uninterrupted, secure or error-free operation of the Site.

Similarly, News Link Search Results are found on the internet; they rely upon the accuracy and timeliness with which online publishers update their articles. We cannot and do not make any representation or warranty as to the accuracy, timeliness, quality, or reliability of any information accessed through the Site, especially suitability for a particular business purpose.

Simply Put: No information obtained from Meltwater or through the Site, whether oral or written, shall create any warranty not expressly stated in this Agreement.

Housekeeping

Governing Law: Meltwater’s contracting legal entity, (appears on your Order Confirmation) corresponds to your country of residence and determines the area of governing law and jurisdiction for a potential dispute:

Meltwater Legal Entity:	Area of Governing Law / Applicable Venue:
Meltwater News US Inc.	California, United States
Meltwater News Canada Inc.	Toronto, Ontario, Canada

If there were ever a dispute under this Agreement, the Parties will attempt to first resolve it amicably and in good faith.

Waiver/Severability: Waiving a breach of this Agreement won’t waive any other breach; failing to enforce any right under this Agreement won’t waive any other right. Any provision of this Agreement deemed invalid won’t affect the others, and will assume its closest reasonable interpretation.

Assignment: Neither party may assign any rights in this Agreement (or the entire Agreement) without the other’s express written consent, unless in connection with its own merger or acquisition.

Entire Agreement: These Terms along with your Order Confirmation (this Agreement) constitute the entire agreement. ANY other spoken conversations, understandings, or terms and conditions, including Purchase Order terms, terms of a tender or RFP, or vendor registration terms are null & void and have no force and effect, even if produced subsequently to signature of the Order Confirmation, and even if Meltwater has started to provide Services. This Agreement may be only amended in writing if signed by an authorized representative of both Parties.

Survival: The following provisions shall survive the term of this Agreement: How Your Meltwater License Works, Intellectual Property, Liability & Warranty, Product-Specific Terms, Legal Housekeeping, and any representations or warranties herein.

Privacy: You agree to Meltwater’s privacy policy, available at www.meltwater.com/privacy.

Notices: You agree that notices, including legal notices, may be sent by electronic mail to the email address listed on the Order Confirmation.

Definitions

Throughout these Terms (and the Order Confirmation), the following terms, when capitalized, will have the following meanings:

Agreement: These Terms in conjunction with your Order Confirmation.

Authorized Use: Use of the Services in strict accordance with the terms of this Agreement.

Authorized User: Any specific employee or consultant located in the same country as the corresponding Meltwater entity (as defined in the Order Confirmation) that Customer has authorized to use the Services solely on its own behalf. Also defined as "Users."

IP: Intellectual property.

Late Fee: 2% of the outstanding fees, or the maximum permitted by law.

Meltwater: The Meltwater legal entity as specified in your order confirmation. Also defined as 'we', 'us', 'our' or 'ours'.

News Link Search Results: The search result for a specific news article which contains a hyperlink text to the online media source where the article is published.

Order Confirmation: The statement of work document which defines the Customer, describes Services purchased, contains payment terms & signature blocks.

The Parties: You and Meltwater, collectively.

Services: Those services provided by Meltwater (and third party providers, if any) as described in the Order Confirmation.

Site: Any site which has the domain or is a subdomain of www.meltwater.com.

Special Terms: Those terms specified in the 'Special Terms' box on the Order Confirmation. If they conflict with any Terms above, the Special Terms override.

Terms: These terms and conditions of use.

Third Party Content: Any and all content, advertising, products or other materials belonging to a third party.

Third Party Sites: Any and all third party websites.

You/you: Customer or agent of Customer as specified in the Order Confirmation. Also defined as 'you', 'yours', or 'Customer'.

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