

## ATLANTA JOURNAL-CONSTITUTION TERMS OF USE

**Effective Date:** January 24, 2024

**To download and/or print our full Terms of Use (“Terms”), click [here](#).**

### **Introduction**

Please read these Terms carefully before using any online services (*e.g.*, website, email, or mobile app) that post a link to these Terms (the “**Sites**”) or purchasing or using any digital or print subscription offerings (the “**Subscription Services**”) that are provided by the Atlanta Journal-Constitution, a division of Cox Enterprises, Inc., along with our “**Affiliates**” (other companies within the Cox Enterprises, Inc. corporate family) (collectively “**AJC Network**,” “**we**,” “**us**,” or “**our**”). Collectively, we refer to the Sites and the Subscription Services as “**Services**.”

By visiting a Site, purchasing a Subscription Service, or otherwise using the Services in any manner, you agree to the then-posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them. You also acknowledge, agree, and consent to our data practices as described in the applicable privacy policy posted on the applicable Sites.

These Terms affect your legal rights, responsibilities and obligations and governs your use of the Services, are legally binding, limit AJC Networks’ liability to you, and require you to indemnify us and to settle certain disputes through individual arbitration, subject to a limited ability to opt-out of mandatory arbitration. **If you do not wish to be bound by these Terms and any Additional Terms, do not use the Services, and uninstall all Sites’ downloads and applications.**

### **Additional Terms**

In some instances, additional or different terms, posted on the Sites, apply to your use of certain parts of the Sites (individually and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

### **Updates to These Terms and Additional Terms**

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Sites as more fully explained in *Section 13*.

### **Quick Links**

**We have summarized some (but not all) of the main topics of these Terms below. The complete provisions, and not the headings or summaries, govern.**

- **Grants and Limitations of Rights**
  - We only grant you a limited revocable license to use the Sites and/or Services (to subscribers) subject to rules and limitations. Learn more at *Section 1*.
  - You grant us a broad license, which we may sublicense, to the content you submit; this includes your Profile, which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for your content. Use of our Sites is subject to forum usage rules and we have the right to manage our Sites to keep its content appropriate. Learn more at *Section 2*.
  - Your use of our Sites and Services is subject to various restrictions designed to protect the Sites, Services, and our users. We may change or discontinue our Sites or Services in whole or in part. Learn more at *Section 3*.
- **Limitations on Your Remedies**

The following limitations apply as permitted by applicable law:

- o We are providing the Sites and Services to you on an “as-is” basis, without any warranty of any kind. Our liability to you in connection with your use of the Sites and Services is very limited and other limitations and disclaimers relate to your use of the Sites. Learn more at *Section 11.*
- o Our liability is greatly limited as more fully explained in *Section 12.*
- **Third-Party Services**
  - o We are not responsible for third parties or their content, advertisement(s), apps, or sites. For instance, portions of the Sites or Services may be integrated into or linked to third-party sites, platforms, and apps that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Sites. Use caution when dealing with third parties. Learn more at *Section 1(E).*
- **Infringement and Dispute Resolution**
  - o Users may not post content they do not own or control, and users may be suspended or terminated if they do so. Copyright owners may give us notice of infringement as detailed in this section, and we will respond in accordance with applicable law. Learn more at *Section 6.*
  - o You can also give notice of trademark and other infringements that you think occur on the Sites. Learn more at *Section 6.*
  - o As permitted by law, you agree to arbitrate disputes and waive jury trial and class actions. Learn more at *Section 10.*
- **Availability of Sites**
  - o We may change or discontinue our Sites and Services, or your right to access it, in whole or in part. Learn more at *Sections 5(E), 13, and 14(F).* Our Sites and Services are intended for access from and use in the U.S.A. Learn more at *Section 14(C).*

## FULL ONLINE TERMS OF USE

### 1. OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.

**A. Ownership.** The Sites, Services, and all of their content (“**Content**”), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by AJC Network and our licensors and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Sites is the property of AJC Network, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. AJC Network owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Sites.

**B. Your Rights to Use the Sites, Services, and Content.**

(i) Your right to use the Sites, Services, and Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Sites and the Intellectual Property shall automatically terminate upon any violations. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Sites, Services, and the content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the “**AJC Network Licensed Elements**”):

(1) Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device (“**Device**”) and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;

(2) Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Sites;

(3) Subject to any applicable Additional Terms, if the Sites include a “Send to Friend,” social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;

(4) If the Sites include a “Download” link next to a piece of content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content to a single Device;

(5) Download, install and use one copy of any software, including apps, that we make available on or through the Sites (“**Software**”) on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, AJC Network does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software’s owner (which may be AJC Network and/or its third-party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms, without the prior written consent of AJC Network; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

(6) If made available to you, obtain a registered personal account (and/or related username and password) on the Sites and use it to interact with the Sites;

(7) Link to the Sites from a website or other online service, so long as: (a) the links only incorporate text, and do not use any AJC Network names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with AJC Network or cause any other confusion, and (c) the links and the content on your website do not portray AJC Network or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to AJC Network. AJC Network reserves the right to suspend or prohibit linking to the Sites for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and

(8) Use any other functionality expressly provided by AJC Network on or through the Sites or Services for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below)) and any applicable Additional Terms.

Non-commercial use does not include the use of Content in connection with: (1) the development of any software program, including, but not limited to, training a machine learning or artificial intelligence (AI) system; or (2) providing archived or cached data sets containing Content to another person or entity. Such uses of the Content are strictly prohibited.

**C. Rights of Others.** In using the Sites and Services, you must respect the Intellectual Property and rights of others and AJC Network. Your unauthorized use of Content may violate the rights of others

and applicable laws and may result in your civil and criminal liability. If you believe that your work has been infringed via the Sites or Services, see *Section 6* below.

**D. Reservation of all Rights Not Granted as to Content and Services.** These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Sites and limited Content. A narrow, limited license to use and access the Subscription Services is granted only to paid subscribers in good standing. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. **ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY AJC NETWORK AND ITS LICENSORS AND OTHER THIRD PARTIES.** *Any unauthorized use of any Content or the Services for any purpose is prohibited.*

**E. Third-Party Services.** We are not responsible for third parties or their content, advertisement(s), apps, or sites (“**Third-Party Services**”). For instance, portions of the Sites may be integrated with, or linked to, third-party sites, platforms, applications, or other services or materials that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Sites. This may include the ability to register or sign in to our Sites using Facebook Connect or other third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Sites. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-Party Services.

**F. AP Materials.** The materials accessible through the Sites may include associated press (“**AP**”) text, photo, graphic, audio, and/or video material (collectively, “**AP Material**”). Your use of any such AP Material made available by AP is subject to AP’s license terms. The following provision applies to all visitors to the Sites (including, without limitation, persons, representatives of legal entities, and digital engines of any kind, including, without limitation, ones that crawl, index, scrape, copy, store, or transmit digital content): by accessing the Sites, you specifically acknowledge and agree that (i) AP material shall not be published, broadcast, rewritten for broadcast or publication, or redistributed directly or indirectly in any medium; (ii) no AP material, in full or in part, may be stored in a computer except for personal and non-commercial use; (iii) AP shall not be held liable for any delays, inaccuracies, errors, or omissions in the AP Material or related to its transmission or delivery, or for any damages that may arise directly or indirectly as a result; and (iv) AP is an intended third-party beneficiary of these Terms and may exercise all rights and remedies available to it.

## **2. CONTENT YOU SUBMIT AND FORUM USAGE RULES**

### **A. Ownership.**

**(i) General.** AJC Network may now, or in the future, offer users of the Services the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Sites, or on or in response to our pages or posts on any third-party platforms or in connection with any of our promotions by any media or manner (e.g., on our Facebook or other social media pages, in response to our tweets, through a sweepstakes or contest, or by otherwise sending it to us) (collectively, “**submit**”) messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding AJC Network Licensed Elements included therein, “**User-Generated Content**” or “**UGC**”). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation and posting tools, gameplay, social communities, contact us tools, email, and other communications functionality. Except to the extent of the rights and license you grant in these Terms and, subject to any applicable Additional Terms, you retain whatever legally identifiable right, title, and interest that you have in your UGC.

**(ii) Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Sites' posted [Online Privacy Policy](#), or any applicable Additional Terms, you agree that (a) your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, AJC Network does not assume any obligation of any kind to you or any third-party with respect to your UGC. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may not be secure and may be subject to breaches of security; accordingly, you acknowledge and agree that your UGC is submitted at your own risk. In your communications with AJC Network, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, AJC Network retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. AJC Network’s receipt of your Unsolicited Ideas and Materials is not an admission by AJC Network of their novelty, priority, or originality, and it does not impair AJC Network’s right to contest existing or future Intellectual Property rights relating to your Unsolicited Ideas and Materials.

**(iii) License to AJC Network of Your UGC.** Except as otherwise described in any applicable Additional Terms (such as a promotion’s official rules) that specifically govern the submission of your UGC, or in an applicable privacy policy or notice, you hereby grant AJC Network, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights, metadata, notices, and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to AJC Network to your UGC, you also, as permitted by applicable law, hereby grant to AJC Network, and agree to grant to AJC Network, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise by AJC Network of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2(A)(iii).

**(iv) AJC Network’s Exclusive Right to Manage Our Service.** AJC Network may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and AJC Network may, in its sole discretion, reject, delete, move, re-format, remove, or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement and protect users from harmful UGC. Without

limitation, we may, but do not commit to, address content as outlined in this Section 2(A)(iv) that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Sites by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Sites or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Sites prospectively removed from public display as provided for in the applicable privacy policy or notice.

**(v) Representations and Warranties Related to Your UGC.** Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC, (a) you are the sole author and owner of the Intellectual Property and other rights to the UGC, or you have a lawful right to submit the UGC and grant AJC Network the rights to it that you are granting by these Terms and any applicable Additional Terms, all without any AJC Network obligation to obtain consent of any third-party and without creating any obligation or liability of AJC Network; (b) the UGC is accurate; (c) the UGC does not and, as to AJC Network's permitted uses and exploitation set forth in these Terms, will not infringe any Intellectual Property or other right of any third-party; and (d) the UGC will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person.

**(vi) Enforcement.** AJC Network has no obligation to monitor or enforce your Intellectual Property rights to your UGC, but you grant us the right to protect and enforce our rights to your UGC, including initiating actions in your name and on your behalf (at AJC Network's cost and expense, to which you hereby consent and irrevocably appoint AJC Network as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

**B. Forum Usage Rules.** As a user of the Services, these Forum Usage Rules ("**Rules**") are here to help you understand the conduct that is expected of members of the Services' online forums ("**Forums**").

**(i) Nature of Rules.** Your participation in the Forums is subject to all of the Terms, including these Rules:

- **Your UGC.** All of your UGC either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to AJC Network. (For example, if someone has taken a picture of you and your friend, and you submit that photo to AJC Network as your UGC, then you must obtain your friend's and the photographer's permission to do so).
- **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If you choose to submit photos to the Sites, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.
- **Act Appropriately.** All of your Sites activities must be venue-appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build

Forums for everyone to enjoy. If you think your UGC might offend someone or be embarrassing to someone, then chances are it probably will, and it doesn't belong on the Sites. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, religion, or handicap. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18.

- **Do Not Use for Commercial or Political Purposes.** Your UGC must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.
- **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect email addresses or other contact information of others from the Sites by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing, or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC (e.g., coupons, sweepstakes entries, etc.) you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.
- **Others Can See.** We hope that you will use the Forums to exchange information and content and have venue appropriate discussions with other members. However, please remember that the Forums are public or semi-public and UGC that you submit on the Sites within a Forum may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Forum spaces and take care when otherwise disclosing this type of information to others.
- **Don't Share Other People's Personal Information.** Your UGC should not reveal another person's address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by AJC Network (e.g., an email address to send an email invite to a friend).
- **Don't Damage the Services or Anyone's Computers or Other Devices.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Services or any computer or other Device.

If you submit UGC that AJC Network reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by applicable law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Sites.

**(ii) Your Interactions with Other Users; Disputes.** You are solely responsible for your interaction with other users of the Services, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

**C. Appropriate Content and Alerting Us of Violations.** We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, you may contact us by emailing [ajcprivacy@coxinc.com](mailto:ajcprivacy@coxinc.com). For alleged infringements of Intellectual Property rights, see *Section 6*.

### **3. SERVICES AND CONTENT USE RESTRICTIONS.**

**A. Services Use Restrictions.** You agree that you will not: (i) use the Services for any political or commercial purpose in competition with us (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Services that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to CEI; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services by any means whatsoever or modify any Services source or object code or any Software or other products, services, or processes accessible through any portion of the Services; (v) take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure, or engage in any activity that interferes with a user’s access to the Services or the proper operation of the Services, or otherwise causes harm to the Services, CEI, or other users of the Services; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Services or any feature that restricts or enforces limitations on use of or access to the Services, the Content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Services, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Services, other computer systems or networks connected to the Services, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

**B. Content Use Restrictions.** You also agree that, in using the Services, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Services by using any robot, rover, “bot,” spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of AJC Network Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in



any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of AJC Network or, in the case of content from a licensor, the owner of the content; (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Services; and (viii) will not use the Content for the development of any software program, including, but not limited to, training a machine learning or artificial intelligence (AI) system.

**C. Availability of Services and Content.** CEI, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Services and/or Content (and any elements and features of them), in whole or in part, for any reason, in AJC Network's sole discretion, and without advance notice or liability.

#### **4. CREATING AN ACCOUNT.**

**A. Accounts.** In order to access or use some of the features of the Services, you must first register through our online registration process. The Services' practices governing any resulting collection use, disclosure and management of your personal information are disclosed in the applicable privacy policies or notices. If you are under the age of majority in your state, then you are not permitted to register as a user, create a Profile Page or otherwise use the Services or submit personal information to us. If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may provide you a randomly generated initial password) and you agree that: (i) you will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or email address for any other reason in our sole discretion; (ii) you will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it including on your Profile Page, continuously and promptly to keep it accurate, current, and complete; (iii) you are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) you are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Services using your name, username, or password; (v) you will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security, but accept that we are not responsible for thereafter stopping or preventing unauthorized use; and (vi) you will not sell, transfer, or assign your account or any account rights. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right, as permitted by applicable law, to terminate your account or suspend or otherwise deny your access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

**B. Profiles.** We may from time-to-time permit you to set up private, semi-private and/or public profile pages ("**Profile Page(s)**") that allows you to provide and/or display information about you. Your Profile Page may not include any form of prohibited UGC, as outlined in Section 4(A), above. Without limiting the foregoing, Profile Pages may not include content that you are attempting to sell through the Services, and cannot be used to conduct commercial activities in competition with us, including, but not limited to, transactions, advertising, fundraising, contests or other promotions absent our prior written consent. We may offer you the ability to set preferences relating to your profile or Services' activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users' profile material. Profile Pages may only be set up by you or your authorized representative, or an authorized representative of the individual that is the

subject of the Profile Page. We do not review Profile Pages to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profile Pages that may appear on the Services. If there is any dispute as to whether a Profile Page has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile Page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to Profile Pages, or any portion thereof, at any time without notice

**C. Marketing Communications.** You agree that AJC Network may contact you from time to time, including, but not limited to, communications about your account, to share new features, and for any marketing purposes by AJC Network and AJC Network's affiliates and partners. Communications by the AJC to you may occur through a variety of methods, which may include via: your account portal, physical mail, email, calls, and texts. AJC Network offers a short message service (a.k.a. text message service) to subscribers of The Atlanta Journal-Constitution who wish to stay informed about their subscriptions, accounts, content, and products they may be interested in ("AJC SMS"). The number of text messages you receive from AJC Network may vary. AJC Network generally sends no more than two marketing text messages per week. Transactional text messages, including, but not limited to, billing reminders may occur more frequently. By voluntarily providing your cell phone number to AJC Network (such as through online or application-based enrollment forms) and opting into receive AJC SMS, you consent and agree that AJC Network and our affiliates may contact you with transactional, operational, informational, and marketing information using autodialer technology, prerecorded or artificial voice message calls, or text messages at the telephone number(s) you provided to us. We may also share your phone number(s) with such service providers or agents whom we hire to assist us in carrying out these communications or for AJC Network's other marketing purposes. By participating in or opting into the AJC SMS service, you expressly consent to receive recurring text messages to the phone number provided. Message and data rates apply. Contact your wireless provider for rate details. If you do not wish to continue participating in AJC SMS, **you agree to reply "STOP" in response to any AJC SMS to opt out of the service.** You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. Customer service can be reached at [customercare@ajc.com](mailto:customercare@ajc.com) or 404-522-4141 if you have any questions about AJC SMS services or issues opting out. By providing a mobile phone number to AJC Network and by opting in, you confirm that you are the current owner/subscriber of the mobile phone number provided or that the current owner/subscriber of the mobile phone number authorized you to provide this number (collectively, "Current Owner") to AJC Network. You understand that by providing this mobile phone number, the Current Owner consents to be contacted by AJC Network and our affiliates at the mobile number provided. You agree to notify us immediately if there is any change in the information that you have provided to us, including without limitation any change in your telephone number or mobile telephone number. Failure to do so is a breach of these Terms. You agree that you shall indemnify, defend, and hold us harmless from any claim or liability resulting from your failure to notify us of a change in the information you have provided, including any claim or liability under the Telephone Consumer Protection Act (47 U.S.C. Sec. 227), and any regulations promulgated thereunder resulting from us attempting to contact you at the mobile telephone number you provided. Your consent to receive communications as outlined herein survives the termination of your services.

## 5. CONTENT RESTRICTIONS AND SUBSCRIPTIONS

AJC Network provides digital Subscription Services that allow subscribers to access certain Content that is otherwise unavailable to non-subscriber Site visitors. You are not required to purchase anything for

certain uses of the Sites. However, if you do not purchase one of our Subscription Services, your access to Content will be limited. See AJC.com for subscription options.

## **6. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.**

If you are a copyright owner who would like to send us a notice pursuant to the Digital Millennium Copyright Act (“DMCA”) to identify content or material posted on the Sites that is infringing that you would like removed from our Sites or Services, or if you are a user whose work has been removed in response to such a notice of infringement and would like to file a DMCA counter-notice you may submit such notice to us by following the instructions in this Section 6.

**A. DMCA REQUIREMENTS.** We are committed to complying with U.S. copyright and related Intellectual Property laws. Our policy is to respond to notices of alleged infringement that comply with the DMCA. It is our policy to remove and discontinue service to repeat offenders. If you believe your copyrighted work has been copied and is accessible on the Sites in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in accordance with the requirements of the DMCA:

- The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner’s behalf.
- A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
- Identification of the location where the original or an authorized copy of the copyrighted work exists.
- Identification of the URL or other specific location on the Sites where the material you claim is infringing is located, and enough information to allow us to locate the material.
- Your name, address, telephone number, and email address so that we may contact you.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf.

CEI will only respond to DMCA Notices that it receives by the phone, or by mail or email, at the addresses and phone number listed below. Our agent for notice of claims of copyright infringement on the Sites can be reached as follows:

By mail:

AJC Legal Department  
Attn: DMCA Agent  
6205-A Peachtree Dunwoody Road  
Atlanta, GA 30328

By email: [CEIDMCA@coxinc.com](mailto:CEIDMCA@coxinc.com)

By phone: 1-678-645-6256

The email address above is only for reporting copyright infringement and may not be used for any other purpose. If you believe an individual is a repeat infringer, please follow the instructions above to contact our DMCA agent and provide information sufficient for us to verify the individual is a repeat infringer. It is often difficult to determine if your copyright has been infringed. AJC Network may elect to not respond to DMCA notices that do not substantially comply with all of the foregoing requirements, and AJC

Network may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

**B. DMCA Counter-Notification.** If access on the Sites to a work that you submitted to AJC Network is disabled or the work is removed as a result of a DMCA copyright infringement notice, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may submit a “Counter-Notification” to the phone number or mail or email address listed above. Your DMCA Counter-Notification should contain the following information:

- a legend or subject line that says: “DMCA Counter-Notification”;
- a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Sites from which the material was removed or access to it disabled);
- a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- your full name, address, telephone number, email address, and the username of your account with us (if any);
- a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Northern District of Georgia, Atlanta division), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- your electronic or physical signature.

**C. Receipt of DMCA Counter-Notification.** If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the address above that the party who sent us the DMCA copyright infringement notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Sites. Upon our receipt of a Counter-Notification that satisfies the requirements of DMCA, we will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures regarding counter notification. All Counter-Notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act. In all events, you expressly agree that neither AJC Network nor its employees, officers, directors, or agents will be a party to any disputes or lawsuits regarding alleged copyright infringement. Please note you may be held liable for money damages if you materially misrepresent an activity is infringing your copyrights.

## **7. CLASSIFIED ADVERTISING.**

**A. Overview.** We may allow you to purchase classified advertising for display on the Sites. To the extent the Sites include any of the types of classified advertising described below, the terms of this Section will apply to any such classified ads. In addition, if the classified advertising service available through the Sites is provided by a third-party service provider, your use of that service may also be subject to terms of use adopted by such service provider. We reserve the right to reject any ad copy. All orders are subject in all respects to our current rules and regulations and current demands upon advertising space. We reserve the right to edit, reclassify, revise, or cancel any advertisement at any time. Rates and specifications are subject to change. We do not knowingly accept advertising that discriminates or intends to discriminate based on race, color, religion, sex, national origin, handicap, or familial status. WE ACCEPT NO LIABILITY FOR ERROR OR OMISSION. YOU MAY NOT RECEIVE A REFUND

OF ANY AMOUNTS PAID FOR THE PUBLICATION OF A CLASSIFIED AD ON THIS SERVICE AFTER THE PUBLICATION DEADLINE HAS PASSED.

**B. Personal Advertisements.** The Services are community and family-oriented. Advertisements must be appropriate for all ages. Personal advertising participants must be 18 years of age or older. All ads must be in good taste and must not solicit for sex or sexual activities. We reserve the right to edit or reject ads that do not meet these standards. You may not use the personal advertising section for any illegal purpose. We are not liable for the content of the personal advertisements or the responses to such advertisements.

**C. Employment Advertisements.** We do not knowingly accept advertisements that discriminate or intend to discriminate on any illegal basis, or that are otherwise illegal. If you think that an advertisement posted on the Sites discriminates on any illegal basis, or is otherwise illegal, please visit <https://www.ajc.com/contact-us/> to find information on how to contact us. The Sites may include advertisements or online services relating to career counseling firms. A career counseling firm does not guarantee actual placement in a job as the result of its services. Understand any agreement that you enter into with a career counseling firm before you pay for the firm's services. We do not knowingly accept advertisements regarding employment that are not ads for bona fide job opportunities. Regrettably, however, false job postings may appear in listings on our Service from time to time. False job listings are typically used to illegally collect personal information from job seekers or facilitate other forms of illegal activity. Posting false job listings is a violation of these Terms and may be a criminal violation of Federal or state laws. It is important that you to take reasonable precautions when sharing your sensitive information with anyone over the Internet.

**D. Equal Housing Opportunity.** Any real estate advertising on this Service is subject to the Fair Housing Act, which makes it illegal to advertise “any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention to make any such preference, limitation or discrimination.” Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under 18. To complain of discrimination, call the U.S. Department of Housing and Urban Development at 800-699-9777.

## **8. NOTICES, QUESTIONS AND CUSTOMER SERVICE.**

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: AJC Network Legal Department at 6205-A Peachtree Dunwoody Road NE Atlanta, GA 30328. If you have a question regarding the Services, you may contact CEI Customer Support by sending an email to [customercare@ajc.com](mailto:customercare@ajc.com) or by calling us at 1- 404-522-4141. You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

## **9. PRODUCT SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS.**

We strive to accurately describe our products or services offered on the Sites; however, we do not warrant that such specifications, pricing, or other content on the Sites is complete, accurate, reliable, current, or error-free. As permitted by applicable law, AJC Network shall have the right to refuse or cancel any applicable orders in its sole discretion. Your potential orders are offers to purchase subject to our acceptance, which we may reject or cancel subject to refund. Additional Terms may apply.

## **10. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION; CLASS ARBITRATION AND COLLECTIVE ARBITRATION WAIVERS.**

IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION 10(B) BELOW, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THESE TERMS; PROVIDED HOWEVER IF YOU ACCESS OR USE THE SERVICES AFTER THE EFFECTIVE DATE OF THESE TERMS, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF YOUR ACCEPTANCE OF THESE TERMS (THE “OPT-OUT PERIOD”). OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH AJC NETWORK THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

**A. YOU AND AJC NETWORK AGREE TO ARBITRATE — RATHER THAN LITIGATE IN COURT** We may from time-to-time permit you to set up private, semi-private and/or public profile pages (“**Profile Page(s)**”) — any and all claims, disputes, or controversies between you and AJC Network, including any parents, subsidiaries, officers, directors, employees, or agents of AJC Network, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory (“Dispute”) that **arise** out of or in any way relate to these Terms, any of the Sites provided under these Terms or any other services or products that AJC Network provides to you in connection with these Terms (including but not limited to amounts that AJC Network charges you for services or products provided, any alleged breach related to the collection, retention or disclosure of your personal information, and any alleged violation of our [Privacy Notice](#). The term “Dispute” means any and all past, present or future disputes, claims or controversies between you and AJC Network, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or any other legal or equitable theory, and includes, without limitation, any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of this Dispute Resolution Section, provided, however, that the term “Dispute” does not include any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of the Class Action, Class Action Arbitration and Collective Arbitration Waivers set forth in Section 10(C) below, or whether claims to resolve any Disputes must proceed solely on an individual basis, all of which shall be decided by a court of competent jurisdiction, and not by an arbitrator. With that sole exception which shall be broadly construed, the term “Dispute” shall be given the broadest possible meaning. You and AJC Network also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to you by AJC Network under any other agreement. Notwithstanding this agreement to arbitrate, you and AJC Network may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction.

**B. Opt-out:** You may opt out of this dispute resolution provision (except for the jury trial waiver contained in Section 10(G) or the survival terms in Section 10(H)) by notifying AJC Network of that intent during the Opt-Out Period by sending an email to AJC Network at [ajcprivacy@coxinc.com](mailto:ajcprivacy@coxinc.com) or a letter via U.S. mail to AJC Network Legal Department, Attn: Litigation Counsel, 6205-A Peachtree Dunwoody Road NE Atlanta, GA 30328 stating that you are opting out of this dispute resolution provision. Exercising this right, should you choose to do so, will not affect any of the other terms of these Terms with AJC Network, and you may remain an AJC Network customer. If you opt out of the dispute resolution provision, that opt out will remain in effect if AJC Network modifies this section in the future or you agree to a new term of service under these Terms. If you enter into new terms with AJC Network that includes a dispute resolution provision and you want to opt out of that provision, you will need to follow the instructions in that agreement for opting out.

**C. “Class Action Waiver”; “Class Action Arbitration”; and “Collective Arbitration Waiver”:** You and AJC Network agree that all Disputes between you and AJC Network will be arbitrated

individually, and that there will be no class, collective, coordinated representative, or consolidated actions in arbitration (a “**Class or Collective Arbitration**”). You and AJC Network agree that any action or agreement by you to bring claims or to participate in any claims related to a Dispute in a Class or Collective Arbitration is contrary to these Terms. A Collective Arbitration shall include, but is not limited to, any claim (i) to resolve a Dispute involving two (2) or more similar claims for arbitration filed by or on behalf of one or more claimants; (ii) which involves common questions of law or fact; (iii) which involves an agreement to cooperate or coordinate the arbitration demands being asserted against the same defendant(s); and (iv) is initiated at or near the same time. You and AJC Network agree that this class action waiver and Collective Arbitration waiver shall be binding in any arbitral proceeding. No arbitrator shall have the authority to consolidate, join, or allow the coordination of more than one (1) person’s claims or to preside over a class, collective, mass, or representative proceeding in any form. No arbitrator shall have the authority to determine the enforceability of this Section 10(C). If you or AJC Network brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor AJC Network may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by you or AJC Network. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court then the entire arbitration agreement set forth in this Section 10 will not apply to any Dispute between you and AJC Network, except for the provisions of Section 10(G) waiving the right to jury trial. This class action and collective arbitration waiver may not be severed from our arbitration agreement.

**D. Arbitrator Authority:** The arbitration between you and AJC Network will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by these Terms. You and AJC Network agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to these Terms. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the Applicable Law (defined in Section 14(I)), but that injunctive or declaratory relief may not extend beyond you and your dealings with AJC Network. Review of arbitration decisions in the courts is very limited.

**E. Informal Dispute Resolution:** You and AJC Network agree that you will try to resolve disputes informally before resorting to arbitration. If you have a dispute, first call AJC Network Customer Care at 1-404-522-4141. If an AJC Network representative is unable to resolve your dispute in a timely manner, you agree to then notify AJC Network of the dispute by sending a written description of your claim to AJC Network Legal Department, Attn: Corporate Escalation Team, 6205-A Peachtree Dunwoody Road, Atlanta, GA 30328 so that AJC Network can attempt to resolve it with you. If AJC Network does not satisfactorily resolve your claim within 30 calendar days of receiving written notice to AJC Network Customer Care of your claim, then you may pursue the claim in arbitration. Neither you nor AJC Network may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If you are sending a written notice of your intent to file for arbitration to AJC Network, please send such notice via U.S. mail to the AJC Network Legal Department, Attn: Litigation Counsel, 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328. If AJC Network is sending you a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for you.

**F. Arbitration Procedures:** You and AJC Network agree that these Terms and the services AJC Network provides to you affect interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by the American

Arbitration Association (“AAA”). The AAA’s rules are available on its website at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA’s Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA’s rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to AJC Network at [ajcprivacy@coxinc.com](mailto:ajcprivacy@coxinc.com) or via U.S. mail to AJC Network Legal Department, Attn: Litigation Counsel, 6205-A Peachtree Dunwoody Road, Atlanta, GA 30328. You must also comply with the AAA’s rules regarding initiation of arbitration. AJC Network will pay all filing fees and costs for commencement of arbitration, but you will be responsible for your own attorneys’ fees and costs unless otherwise determined by the arbitrator pursuant to these Terms or Applicable Law. AJC Network will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, AJC Network will pay your reasonable attorney’s fees and costs. If you obtain an award from the arbitrator greater than AJC Network’s last written settlement offer, AJC Network will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in the county of Atlanta, Georgia and either party may appear either in person or by telephone.

**G. Jury Trial Waiver:** If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and AJC Network expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY**. This means that a Judge rather than a Jury will decide disputes between you and AJC Network if, for any reason, the arbitration agreement is not enforced.

**H. Survival:** This dispute resolution provision survives the termination of your use of the Services. If you bring a claim against AJC Network after termination of your use of the Sites that is based in whole or in part on events or omissions that occurred while you were using the Sites, this dispute resolution provision shall apply.

## **11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.**

**A. AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SITES IS AT YOUR SOLE RISK AND THE SITES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS.** To the fullest extent permissible by applicable law, AJC Network and their direct and indirect parents, subsidiaries, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “**the AJC Network Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Sites, Content, the AJC Network Licensed Elements, UGC or other the AJC Network products or services, except as set forth in subsection C, below.

**B. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE AJC NETWORK PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.**



**C. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY THE AJC NETWORK PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY THE AJC NETWORK PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) THE AJC NETWORK PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY THE AJC NETWORK PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE AJC NETWORK PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.**

## **12. LIMITATIONS OF OUR LIABILITY.**

**A. AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY AJC NETWORK PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND**, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Sites, Content, the AJC Network Licensed Elements, UGC or other AJC Network products or services, except, to the extent not waivable under applicable law, for direct damages for personal injury caused by a physical product manufactured, sold or provided by AJC Network.

**B.** The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if the AJC Network Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Sites).

**C. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AJC NETWORK PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SITES AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID AJC NETWORK IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).**

**D. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY THE AJC NETWORK PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY THE AJC NETWORK PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) THE AJC NETWORK PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY THE AJC NETWORK PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE AJC NETWORK PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.**

## **13. UPDATE TO TERMS.**

We may revise and update these Terms from time to time in our sole discretion, with or without notice. It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Services (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICES YOU ARE ENTERING INTO A NEW AGREEMENT WITH US

ON THE THEN APPLICABLE TERMS OF USE AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SITES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SITES AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or Additional Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised, or Additional Terms by discontinuing use of the Services.

#### **14. GENERAL PROVISIONS.**

**A. AJC Network’s Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants AJC Network a right of consent or approval or permits AJC Network to exercise a right in its “sole discretion,” AJC Network may exercise that right in its sole and absolute discretion. Note AJC Network’s consent or approval may be deemed to have been granted by AJC Network without being in writing and signed by an officer of AJC Network.

**B. Indemnity.** As permitted by applicable law, you agree to, and you hereby, defend (if requested by AJC Network), indemnify, and hold the AJC Network Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys’ fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any AJC Network Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC; (ii) your use of the Sites and your activities in connection with the Sites; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Sites or your activities in connection with the Sites; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) the AJC Network Parties’ use of the information that you submit to us (including your UGC) subject to our [Online Privacy Policy](#) (all of the foregoing, “**Claims and Losses**”). You will cooperate as fully required by the AJC Network Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, the AJC Network Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. The AJC Network Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of the AJC Network Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

**C. Operation of the Sites; Availability of Products and Services; International Issues.** AJC Network controls and operates the Sites from the U.S.A., and makes no representation that the Sites are appropriate or available for use beyond the U.S.A. If you use the Sites from other locations, you are doing so on your own **initiative** and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

**D. Export Controls.** You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to

export or re-export the software to any **county**, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

**E. Severability; Interpretation.** If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and **will** waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

**F. Investigations; Cooperation with Law Enforcement; Termination; Survival.** As permitted by applicable law, AJC Network reserves the right, without limitation, to: (i) investigate any suspected breaches of the Sites' security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by AJC Network in accordance with its [Online Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by AJC Network to comply with law enforcement requests or legal requirements in accordance with its [Online Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) change, modify, or discontinue the Services, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to AJC Network under these Terms or any applicable Additional Terms. Upon suspension or termination of **your** access to the Services, or upon notice from AJC Network, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Services. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to AJC Network in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

**G. Assignment.** AJC Network may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional **Terms** may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of AJC Network.

**H. Complete Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Sites and supersede any prior agreements, representations, warranties, assurances, or discussion related to the Sites. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or AJC Network in exercising any of the rights, powers, or remedies under these Terms will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

**I. Applicable Law.** These Terms and any applicable Additional Terms will be governed by and construed in accordance with, and any Dispute will be resolved in accordance with, the laws of the State of Georgia, without regard to its **conflicts** of law provisions that might apply the laws of another jurisdiction.

**//End//**