

**Fwd: Welcome to The New Yorker**

1 message

Ronnel Lim &lt;ronnel@gmail.com&gt;

Fri, May 5, 2023 at 3:07 PM

To: Rochelle Ladip &lt;rochelleladip03@gmail.com&gt;

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**THE  
NEW YORKER****Welcome**

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**Mailing Address**

RONNEL LIM

LGU GUBAT MANOOK STREET OFFICE OF THE MAYOR  
GUBAT,

# User Agreement

Last Updated: 27 April 2023

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# I. INTRODUCTION, ARBITRATION NOTICE & CLASS ACTION WAIVER

This User Agreement explains your rights and obligations in accessing, visiting and/or using the Service, brought to you by Condé Nast. This User Agreement does not apply to websites, apps, destinations, or other offerings that we do not own or control, even if they are linked



You can access this User Agreement any time in the footer of the Service's home page, via the menu button/hamburger icon or on the Service description screen, or as otherwise indicated depending on the Service you are using. **By purchasing a Product , registering for any aspect of the Service, or otherwise accessing, visiting or using the Service, you consent and agree to be bound by the terms of this User Agreement.** If you do not agree with the terms and conditions of this User Agreement, you should not access, visit and/or use the Service, or request or receive a Product. We advise that you print or retain a digital copy of this User Agreement for future reference.

In addition to reviewing this User Agreement, please also review our Privacy Policy and any other terms and conditions that may be posted elsewhere in the Service or otherwise communicated to our users, because the Privacy Policy and all such terms and conditions are also part of the Agreement between you and us.

This User Agreement may be modified from time to time, so check back often. So that you are aware changes have been made, we will adjust the "Last Updated" date at the beginning of this document. If we make a material change to this User Agreement, we will also post on the Service a prominent notice that a change was made. Continued access, visitation and/or use of the Service by you, or continued receipt of a Product, will constitute your acceptance of any changes or revisions to the User Agreement.

**ARBITRATION NOTICE AND CLASS ACTION WAIVER:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION VIII(G) BELOW, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. READ MORE IN SECTION VIII(G) BELOW.

If you breach, violate, fail to follow, or act inconsistently with any part of the Agreement, we may terminate, discontinue, suspend, and/or restrict your account/profile, your ability to access, visit, and/or use the Service or any portion thereof, and/or the Agreement, including without limitation any of our purported obligations hereunder, with or without notice, in addition to our other remedies. In addition, we may curtail, restrict, or refuse to provide you with any future access, visitation, and/or use of the Service or any Product. We reserve the right, in addition to our other remedies, to take any technical, legal, and/or other action(s) that we deem necessary and/or appropriate, with or without notice, to prevent violations and enforce the Agreement and remediate any purported violations. You acknowledge and agree that we have the right hereunder to an injunction without posting a bond to stop or prevent a breach or violation of your obligations under the Agreement.



determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

## II. MONITORING AND COMPLAINTS AGAINST OTHER USERS

**A. Monitoring.** We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Service to foster compliance with the Agreement. You hereby specifically agree to such monitoring. Nevertheless, we do not make any representations, warranties, covenants or guarantees that: (1) the Service, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with the Agreement. We generally do not pre-screen Content before it is posted, uploaded, transmitted, sent or otherwise made available on or through the Service by users, so you may be exposed to Content that is opinionated, offensive, and/or inappropriate, including Content that violates the Agreement.

**B. What to Do if You Have a Complaint Against Another User**

1. Remember that by using the publicly accessible portions of the Service you may be exposed to Content that is opinionated, offensive, and/or inappropriate, including Content that may violate the Agreement. You should understand that not all of such Content is actionable. You may not use the Service, or lodge complaints against other users, to facilitate a personal dispute. If you have a legitimate complaint about another user, please do the following:

- **Harassment:** If you have reason to believe that another person is using the Service in a way that is harmful to you or others (e.g., to impersonate or imitate you, or to stalk, bully, threaten, intimidate or otherwise harass you or others), we urge you to contact your local authorities, or appropriate state or federal agencies.
- **Copyright Complaints:** If you have reason to believe that your Content has been copied and/or is accessible on the Service in a way that constitutes copyright



your copyright rights, you may notify us as described below in the section entitled Copyright Complaints.

- **CyberCrime:** If you have reason to believe you may be the victim of an online crime, such as identity theft, fraud, infringement, or hacking, you may contact the Internet Crime Complaint Center, at [www.ic3.gov](http://www.ic3.gov), a partnership between the Federal Bureau of Investigation (FBI), the National White Collar Crime Center (NW3C), and the Bureau of Justice Assistance (BJA).

**2. IMPORTANT:** FALSE OR INACCURATE ACCUSATIONS THAT OTHERS HAVE COMMITTED A CRIME, INAPPROPRIATE ACT, OR VIOLATION OF OUR AGREEMENT, COULD BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAW, OR OTHERWISE EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES).

## III. REGISTRATION AND ACCOUNT/PROFILE CREATION

### A. Registration Information

1. We may at times require that you register for certain Products such as contests and surveys, and/or to make purchases, or register and/or set up an account/profile to access, visit and/or use certain portions of the Service, or the Service as a whole, in which case you may be provided, or required to choose, a password and/or User ID, and you may provide a credit, debit, or payment account number, or other payment information, as well as your name, telephone number(s), email and/or street address. Other Personal Information such as your age, gender, and preferences may also be requested. In addition, you may be asked to provide us similar information by telephone, postal mail, social media interaction or messaging (e.g., email, SMS, MMS, or similar technologies). All such information shall be referred to in the Agreement as your "Registration Information". We may use and share your Registration Information as described in our Privacy Policy.

2. You agree, represent, warrant, covenant and guarantee that all Registration Information provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate or pretend to be somebody else when registering



mechanism or contact information on the Service that allows you to change or update your Registration Information, if available. If no such mechanism or contact information is available on the Service, please notify our Privacy Policy Coordinator as described in our [Privacy Policy](#). WE SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION. WE SHALL NOT BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.

3. We reserve the right at any time, with or without notice, to remove or require a change to or repossess any password and/or User ID that has been provided to you, any avatar you may be using or other Registration Information, or otherwise change the access means or methods for portions of the Service, the Service as a whole, or certain Products.

4. You will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use the Service by use of your account/profile and/or Registration Information. You may not access and/or use anyone else's Registration Information, or access, visit and/or use the Service by use of anyone else's account/profile and/or Registration Information. You may not sub-license, transfer, sell, rent or assign your Registration Information to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of the Agreement.

5. You are solely responsible for all access or visitation to, usage of, or activity on, your account/profile including, but not limited to, use of the account/profile by any person who uses your Registration Information, with or without authorization, or who has access to any [Device](#) on which your account/profile resides or is accessible. You acknowledge and agree that we may, and you specifically authorize us to, process all transactions, including without limitation purchases and/or registration for Products that are initiated by use of your Registration Information.

6. If you have reason to believe that your account/profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you are responsible for promptly changing the affected Registration Information by using the mechanism or contact information on the Service, if available, and/or close the account/profile. If no such mechanism or contact



## B. Fees and Payments

1. We and Third Party Providers may charge Fees for Products, and/or for access to any portion(s) of the Service or the Service as a whole. You agree to pay all such Fees at the rates in effect for the billing period in which such fees and charges are incurred. Unless otherwise specified on the Service, all Fees will be quoted and charged in U.S. dollars. We and Third Party Providers reserve the right to change the amount of, or basis for determining, any Fees, and to institute new Fees.
2. If you submit a credit, debit, or payment account number, or other payment information upon registration, at the time of purchase, or otherwise, you authorize, give us and our Third Party Providers permission, and direct us and our Third Party Providers to retain such information and to charge all Fees to such payment method.
3. We may charge Fees in advance and on a daily, monthly, yearly, lump sum, or other basis. Fees for certain Products may be invoiced on your mobile carrier's or other Third Party Provider's bill. We may, in our sole discretion, charge Fees to your designated payment method individually, or elect to aggregate Fees for some or all of your purchases. All Fees are due promptly and, unless otherwise indicated, are non-refundable. You must notify us about any billing problems or discrepancy within thirty (30) days after they first appear on your statement; otherwise, you waive any right to challenge or dispute such problem or discrepancy.
4. If Fees cannot be charged to the payment method you designate, or payment is returned to us for any reason, including charge back, we reserve the right, in addition to our other remedies, to: (i) demand immediate payment of all outstanding Fees due to us from you; (ii) assess an additional 1.5 percent late charge, or the highest amount allowed by law, whichever is lower; (iii) take any and all lawful steps necessary to collect Fees owed to us, and you will be responsible for all costs and expenses incurred in connection with such collection activity, including collection fees, court costs, and attorneys' fees; (iv) charge such Fees to any other payment method you have on file with us and/or our Third Party Providers; and (v) terminate, discontinue, suspend, and/or restrict your account/profile, your ability to access, visit and/or use the Service or any portion thereof, and/or the Agreement, including without limitation any of our purported obligations hereunder.
5. In addition, you are responsible for obtaining and maintaining at your own expense all equipment, hardware, software, and telephone, cable, mobile, wireless,



fees for data, text messaging, and other mobile access or communications services.

## IV. SENSITIVE INFORMATION DISCLAIMER

**A. No Individual Advice.** While you may freely discuss topics of interest to you, and the Service may include general Content and Products relating to a range of topics, including medical, health, legal, tax, or financial issues, you should not rely on the Service for individual advice on such issues. Instead, we recommend that you talk in person with a qualified professional. You alone will bear the sole responsibility for evaluating the merits and/or risks associated with use of Content or Products before making any decisions based on such Content or Products.

**B. No Professional Health, Legal, or Tax or Financial Advice.** THE PRODUCTS AND CONTENT AVAILABLE ON OR THROUGH THIS SERVICE ARE IN NO WAY INTENDED TO AND SHALL NOT BE CONSTRUED TO: (A) CONSTITUTE PROFESSIONAL MEDICAL, HEALTH, LEGAL, TAX, OR FINANCIAL ADVICE; (B) RECOMMEND, ENDORSE, OR ADVISE REGARDING ANY FINANCIAL INSTRUMENT OR INVESTMENT STRATEGY; OR (C) DIAGNOSE, CURE, OR TREAT ANY MEDICAL, HEALTH OR OTHER CONDITION. ALWAYS SEEK THE ADVICE OF A QUALIFIED PROFESSIONAL. FOR EXAMPLE, SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER PRIOR TO STARTING ANY NEW DIET AND ASK YOUR DOCTOR ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THE AGREEMENT, WE AND THIRD PARTY PROVIDERS DISCLAIM ANY LIABILITY OR LOSS IN CONNECTION WITH THE PRODUCTS OR THE CONTENT OBTAINED ON OR THROUGH THIS SERVICE.

## V. RULES OF USAGE

**A. Use of the Service by You**



contests or surveys, making any purchases, or registering for any aspect of the Service, and by taking such actions you agree, represent, warrant, covenant and guarantee that you are 13 years of age or older. PARENTS: Note that parental controls (such as computer hardware, software, and filtering services) are available that may help limit access to material deemed inappropriate for minors.

2. You shall ensure that the Device and all equipment, hardware, software, products and/or services you use to access, visit, or use the Service does not disturb or interfere with our operation of the Service, or impede or interfere with others' access, visitation and/or use of the Service. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Service any Device or other equipment, hardware, software, product and/or services causing interference with us, Third Party Providers, the Service or any Product or Content.

3. If you provide to us the number for a Device, or we obtain the device identifier for a Device you are using, you agree, represent, warrant, covenant and guarantee that such Device is registered in your name and owned by you, or that you have permission of the Device owner(s).

4. Unless otherwise specified, the Service is intended for your personal, non-commercial use only. You may not access and/or store the Service or any of its Content except for personal, noncommercial use. You are solely responsible for all usage of, or activities on, the Service by you and by those you authorize or allow to use, or provide access to, the Service, for example, by authorizing or allowing access to your account/profile or any Device on which the Service resides or is accessible.

5. You acknowledge that we have not reviewed and do not necessarily endorse the Content or Products available on or through sites, applications, destinations or services linked to or accessible from this Service and are not responsible for the Content, Products or actions of any other sites, applications, destinations or services. Your linking to or accessing any other site, application, destination or service is at your sole risk.

6. You must comply with all local, state, federal, provincial, national, international, and foreign laws, rules, and regulations in accessing and using the Service, and will immediately notify us if you learn of or suspect a security breach or any illegal activity in connection with the Service.



electronic transmission or otherwise, any Content or Products subject to restrictions under such laws, rules, or regulations to a site, application, destination, location, person or entity, or for an end use, prohibited thereby. You will not post, upload, transmit, send or otherwise make available any Content on or through the Service that cannot be exported without prior government authorization or notification, including without limitation certain types of encryption software.

8. You agree, represent, warrant, covenant and guarantee that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

9. Content and Products that are provided by us and authorized Third Party Providers, as well as the organization, design, compilation, and "look and feel" of the Service, and all advertising thereon, is protected by local, state, federal, provincial, national, international, and foreign copyright, trademark and other intellectual property laws, rules, and regulations, and is the property of us or such authorized Third Party Providers.

10. Certain Content or Products may be identified as available to you on or through the Service for download, installation, and/or streaming on your Device, and via Real Simple Syndication (RSS). Such Content or Products are subject to the same terms, conditions, limitations and restrictions applicable to all Content and Products provided by us and authorized Third Party Providers. You must, in addition to all of your other obligations, use such Content and/or Products only to the extent expressly authorized for the particular Content or Product, and you may not use such Content or Product in a manner that exceeds such authorization.

## **B. Prohibitions on Use of the Service**

1. Absent explicit prior written consent in certain situations, you may not, nor may you allow, enable, authorize, instruct, encourage, assist, suggest, inform, or promote that others, directly or indirectly, do any of the following for any reason:

- access and/or use anyone else's Registration Information, or access, visit and/or use the Service by use of anyone else's account/profile and/or Registration Information;



permitted in writing by the Agreement, us or the Service;

- impersonate, imitate or pretend to be somebody else, by setting up different accounts/profiles or otherwise, or falsely state, represent, or imply any affiliation, association, or connection with a person or entity when using the Service;
- authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use the Service by use of your account/profile and/or Registration Information;
- falsely state, represent, or imply any affiliation, association, or connection between any person or entity, including without limitation you, your company, or your site, application, destination or service, with the Service, us, or Third Party Providers;
- post, upload, transmit, send or otherwise make available on or through the Service any Content that constitutes junk mail, spam, pyramid schemes, chain letters, phishing, advertising, and/or commercial offers, including without limitation touting or recommending any stocks or particular security, portfolio of securities, transaction or investment strategy;
- repeatedly post, upload, transmit, send or otherwise make available on or through the Service the same Content multiple times in a day, week, or month;
- post, upload, transmit, send, or otherwise make available on or through the Service any unsolicited bulk communication;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content you may post, upload, transmit, send, or otherwise make available on or through the Service;
- use any bots, cheats, macros, scripts, or run Maillist, Listserv or any form of autoresponder, or use any other automated process, or engage in meta-searching or periodic caching of information, to access, visit and/or use the Service, including without limitation to post, upload, transmit, send, or other make available Content on or through the Service;
- copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, access, store, or republish any Content on or through the Service, including by an automated or manual process or otherwise, for any and all purposes other than indexing Content for inclusion in a Search Engine, including but



foundation model, deep machine learning, generative artificial intelligence, or any other process of a nature commonly referred to as artificial intelligence;

- engage in personal attacks, use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content about an individual that is, abusive, intimidating, bullying, harassing, hateful, violent, or that victimizes, degrades, defiles or disparages an individual, on or through the Service;
- use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content about a group that is, hateful, violent, or that victimizes, degrades, defiles or disparages any group based on race, gender, gender identity, religion, national origin, disability, sexual orientation, or age, or otherwise engage in what we deem to be racism, sexism, ageism, religious intolerance, bigotry, ethnic slurs, or homophobia;
- use any language, or post, upload, transmit, send or otherwise make available on or through the Service any Content that may or is intended to enable, authorize, instruct, encourage, assist, suggest, or promote activities that incite violence, constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal, provincial, national, international, or foreign law, rule or regulation (e.g., drug use, underage drinking), including without limitation defamation, child pornography, fraud, or invasion of privacy;
- stalk others on or through the Service, or using information obtained on or through the Service, or otherwise contact other users in the physical world without their permission using information obtained on or through the Service;
- use any language that is, or post, upload, transmit, send or otherwise make available on or through the Service any Content that is, or depicts anyone engaged in any act deemed by us to be, pornographic, obscene, sexually explicit, perverse, illicit, indecent, lewd, or lascivious;
- engage in "cyber-sex" (i.e., "virtual sex") or "sexting" or solicit another to participate in "cyber-sex" or "sexting" on or through the Service;
- use any language, or post, upload, transmit, send or otherwise make available on or through the Service any Content that we deem to be offensive, immoral, vulgar, crude, harmful, violent, deceptive, or otherwise inappropriate;



fiduciary duty, employment relationship, or otherwise, such as insider information, proprietary and/or confidential information, or trade secrets;

- provide professional advice or post, upload, transmit, send or otherwise make available on or through the Service any Content intended to provide professional advice about medical, health, legal, tax, financial, or investment issues, or to solicit, recommend, or endorse any securities or financial instruments, or suggest that a particular transaction or investment strategy is suitable for you or any specific person;
- discuss the mechanics of sweepstakes, contests, auctions, flash sales or similar promotions available on or through the Service, or attempt to manipulate, corrupt or otherwise affect the outcome of, any such promotions, or post, upload, transmit, send, or otherwise make available on or through the Service any Content that may or is intended to enable, authorize, instruct, encourage, assist, suggest, inform, or promote activities that may subvert or not comply with the rules, restrictions, and/or limitations applicable to such promotions;
- post, upload, transmit, send, or otherwise make available on or through the Service any Content that illustrates, depicts anyone engaged in, or is intended to enable, authorize, encourage, assist, suggest, inform, promote or give instructions for weapon and/or explosive manufacture or use;
- post, upload, transmit, send or otherwise make available on or through the Service any Content that infringes, violates, or breaches the copyright, trademark, trade secret or any other personal or proprietary right of us, Third Party Providers, other users, and/or any third party;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, or erase any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Service, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content or Products;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, or use any



# VI. CONTENT AND FEATURES/COPYRIGHT COMPLAINTS

**A. Comments on the Service are Not Necessarily Endorsed by Us.** We do not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted, uploaded, transmitted, sent or otherwise made available on or through the Service. Any Content posted, uploaded, transmitted, sent or otherwise made available on or through the Service, including advice and opinions, are the views and responsibility of those who post the Content and do not necessarily represent our views or the views of our licensors, vendors, and/or service providers. You agree that we and our licensors, vendors, and/or service providers are not responsible, and shall have no liability to you, with respect to any Content posted, uploaded, transmitted, sent or otherwise made available on the Service, including Content that violates the Agreement.

## **B. Use of Content Supplied by You**

1. To learn about our use of your Personal Information that may be collected in connection with your access, visitation and/or use of the Service, please see our [Privacy Policy](#).

2. Except as expressly provided otherwise in the Agreement, you or the owner of any Content you post, upload, transmit, send or otherwise make available on or through the Service retains ownership of all rights, title, and interests in such Content. However, by posting, uploading, transmitting, sending or otherwise making available Content, registering for the Service, entering a sweepstakes or contest, or engaging in any other form of communication with us (on or through the Service or otherwise) you irrevocably grant us a royalty-free, perpetual, nonexclusive, unrestricted, worldwide right and license to copy, reproduce, modify, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse-engineer, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, use, or change all such Content and communications, in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. Among other things, this means that we may use any ideas, suggestions, developments, and/or inventions that you post, upload, transmit, send or otherwise make available in any manner as we see fit without any compensation or attribution to you. In any event, you should make



through the Service that you may wish to retain.

3. Please be aware that Content you disclose in publicly accessible portions of the Service may be available to other users, so you should be mindful of Personal Information and sensitive Content you may wish to post. WE ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF CONTENT OR PERSONAL INFORMATION YOU POST, UPLOAD, TRANSMIT, SEND OR OTHERWISE MAKE AVAILABLE ON THE SERVICE.

**C. Editing, Additions and Deletions.** We reserve the right, but undertake no duty, in our sole discretion, with or without notice, to review, edit, move, add, delete, or otherwise change any features, functionality, and/or Content available on or through, or downloadable from, the Service, including without limitation any Content in your account/profile, or any of your messages, posts, or threads. This includes updates or upgrades to Content, automatic or otherwise. You agree to accept, and to take no action to interfere with, automatic upgrades or updates. Any changes to the Service may not be consistent across all platforms or Devices. If you do not refresh the Service after each such change, or download the update(s) or upgrade(s), your experience may not reflect the most recent features, functionality, and/or Content, for which we disclaim any and all responsibility and liability. If any changes require you to obtain a new, additional, or different Device or other equipment, hardware, software, and/or telephone, mobile, wireless, Internet and/or other services, you are solely responsible for any additional expense. Even after Content is removed from your account/profile, your messages, post(s), and/or threads, regardless of whether such removal or deletion is by you or by us, copies of that Content may be retained and/or remain viewable by us, our licensors, vendors, service providers and/or other third parties, including other users.

#### **D. Copyright Complaints**

1. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our discretion, in addition to our other remedies, terminate, discontinue, suspend and/or restrict the account/profile or ability to access, visit, and/or use the Service of users who infringe the copyright rights of others, and we may choose to remove, delete, erase, or disable access to Content deemed to be infringing.

2. We may take the actions described immediately above in Section VI(D)(1) even for a single act of infringement. It is our policy to terminate the access of repeat infringers. If you are the subject of any of the aforementioned actions, you agree not to attempt to establish a new account/profile with the Service under any name, real or



holders, we are not able to terminate, discontinue, suspend and/or restrict users who are neither subscribers nor account holders. Nothing herein shall limit our remedies in law or equity or by contract.

3. If you have reason to believe that your Content has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another site, application, destination or service that contains Content or activity that infringes your copyright rights, you may notify us by providing a document via fax, first class U.S. mail, or e-mail that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Service are covered by a single notification, a representative list of such works at the Service;
- iii. Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate such copyrighted work;
- iv. Information reasonably sufficient to enable us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- v. A statement that the complaining party has a good faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**4. IMPORTANT: MISREPRESENTATIONS MADE IN A NOTICE CLAIMING THAT CONTENT OR ACTIVITY IS INFRINGING VIOLATES THE DIGITAL MILLENNIUM**



COPYRIGHT DEFENSES, LIMITATIONS OR EXCEPTIONS BEFORE SENDING A NOTICE. ACCORDINGLY, IF YOU ARE NOT SURE WHETHER CONTENT RESIDING ON OUR SERVICE INFRINGES YOUR COPYRIGHT, WE SUGGEST THAT YOU FIRST CONTACT AN ATTORNEY. IN ADDITION, PLEASE DETERMINE WHETHER THE CONTENT YOU ARE SENDING A NOTICE ABOUT IS ACTUALLY RESIDING ON OUR SERVICE BEFORE SENDING THE NOTICE.

**5. Copyright Agent:**

Copyright Agent

Advance Legal

One World Trade Center

New York, NY 10007-2915

Phone: (212) 381-7294

E-mail: [copyright@advance.com](mailto:copyright@advance.com)

**Note: Only copyright complaints should be sent to the Copyright Agent. No other communications will be acted upon or responded to.**

For communications on other matters, please contact us through the means described on the Service, if available (for example, in the "Contact Us" section), or if no such means are specified, contact our Privacy Policy Coordinator as described in our [Privacy Policy](#).

PLEASE NOTE: THE INFORMATION WE PRESENT HERE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT LEGAL ADVICE.

## VII. PRODUCTS MADE AVAILABLE BY US

**A. We Receive Compensation.** WE MAY RECEIVE A COMMISSION, FEE, AND/OR OTHER COMPENSATION ON SOME PURCHASES MADE ON, THROUGH, OR LINKED FROM THE SERVICE.

**B. Product Orders, Prices, Quantities.** Images available of Products may not accurately capture the actual appearance, color, look and feel, specifications, features, or functionality of such Products. Nothing on the Service constitutes a binding offer to sell, rent, auction, distribute or give away any Products. We reserve the right at any time after receipt of your order or bid to accept or decline such order or bid, or any portion thereof, or to not ship to



quoted in U.S. dollars and are intended to be valid and effective only in the United States. In the event Products are listed at an incorrect price, we have the right to refuse or cancel orders or bids placed at the incorrect price, regardless of whether the order or bid has been confirmed or you have been charged. If your order or bid is canceled by us after you have been charged, we will issue a credit. We reserve the right at any time to limit the quantities of Products which you, your family or any group seek.

**C. Limitations of Liability.** EXCEPT FOR PRODUCTS THAT SPECIFICALLY IDENTIFY US AS THE SELLER, ALL TRANSACTIONS FOR PRODUCTS AVAILABLE ON OR THROUGH THE SERVICE SHALL BE BETWEEN THE USER AND THE THIRD PARTY PROVIDER WITHOUT ANY INVOLVEMENT BY US. IF YOU BID ON, PURCHASE, ORDER, OBTAIN OR RESEARCH PRODUCTS ON OR THROUGH THE SERVICE, NOTE THAT WE ASSUME NO RESPONSIBILITY FOR THE QUALITY, QUANTITY, SIZE, CHARACTER, FITNESS FOR A PARTICULAR PURPOSE, SPECIFICATIONS, FEATURES, FUNCTIONALITY, SAFETY, OR LEGALITY OF SUCH PRODUCTS, THE TRUTH OR ACCURACY OF THE LISTINGS, OR THE ABILITY OF THE SELLERS TO SELL, SHIP, OR OTHERWISE PROVIDE SUCH PRODUCTS. YOU AGREE THAT WE ARE NOT RESPONSIBLE, AND SHALL HAVE NO LIABILITY, WITH RESPECT TO ANY PRODUCTS AVAILABLE ON OR THROUGH THE SERVICE, INCLUDING ILLEGAL, OFFENSIVE OR ILLICIT ITEMS, EVEN ITEMS THAT VIOLATE THE AGREEMENT.

**D. Warranty Claims.** In the Event of any failure of a Product to conform to any applicable warranty, you may be able to notify the applicable Third Party Provider to receive a refund of all or part of the applicable Fees, if any (to the maximum amount permitted by applicable law, and neither we nor our Third Party Providers will have any other warranty obligation whatsoever with respect to a Product).

**E. Your Usage Obligations.** Unless expressly permitted by us, all Products are intended for your personal, non-commercial use only, and you may not rent, lease, lend, sell, share, provide, give or otherwise transfer a Product to a third party. You are solely responsible for all usage of Product by you and by those you authorize or allow to use the Product. You must use the Products in compliance with any and all applicable international and U.S. laws, rules and regulations, and you must not make improper use of the Product, as determined in our sole reasonable discretion.

## VIII. LEGAL



visitation and/or use of the Service, your Content, unauthorized use of Content or Products obtained on or through the Service, breach or alleged breach of the Agreement, or from any of your acts or omissions in connection with the Service.

**B. Disclaimer of Warranty and Limitation of Liability**

1. YOU ACKNOWLEDGE THAT YOU ARE USING THE SERVICE, CONTENT AND ANY PRODUCTS AT YOUR OWN RISK. THE SERVICE, CONTENT AND PRODUCTS ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS, AND WE DO NOT MAKE, AND WE HEREBY EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY PRODUCTS, CONTENT CONTAINED THEREIN OR PROVIDED BY US, OR THE SERVICE. WE DO NOT REPRESENT, WARRANT, COVENANT OR GUARANTEE THAT ACCESS TO ANY PRODUCT, CONTENT, THE SERVICE AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT OR PRODUCTS, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE, AND WE WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE. WE FURTHER DO NOT REPRESENT, WARRANT, COVENANT OR GUARANTEE THAT ALL PORTIONS OF THE SERVICE, THE SERVICE AS A WHOLE, OR ANY CONTENT OR PRODUCTS CAN BE ACCESSED VIA ALL DEVICES, OR VIA ALL CARRIERS AND SERVICE PLANS OR IS AVAILABLE IN ALL GEOGRAPHIC LOCATIONS.
2. WE ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED PRODUCTS, CONTENT, PORTIONS OF THE SERVICE, OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, HUMAN ERROR, ANY FORM OF ACTIVE OR PASSIVE



THEREOF.

3. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED OR ARISING OUT OF THE AGREEMENT, THE SERVICE, CONTENT, THE SALE, PURCHASE, RECEIPT, USE OR MISUSE OF ANY PRODUCT, YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE THE SERVICE OR ANY CONTENT OR PRODUCT, INCLUDING DAMAGE TO YOUR DEVICE, OR FOR SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, CONTENT OR PRODUCTS, YOUR ACCESS, VISITATION, AND/OR USE OF, OR RELIANCE ON, THE SERVICE, CONTENT OR ANY OF THE PRODUCTS AVAILABLE ON OR THROUGH THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE ONE MONTH PERIOD IN WHICH THE CLAIM AROSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGREEMENT IS NOT SUBJECT TO THE LAWS OF SUCH STATES, BUT TO THE EXTENT A CLAIM IS BROUGHT THEREIN, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR".

#### **C. Termination or Suspension**

1. We reserve the right, in addition to our other remedies, to terminate, discontinue, suspend and/or restrict the Service, your account/profile, your ability to access, visit and/or use the Service or any portion thereof (including any Product or Content), and/or the Agreement, including without limitation any of our purported obligations hereunder, for any or no reason, with or without notice. In the event of any termination or discontinuation of your account/profile, your ability to access, visit and/or use the Service or any portion thereof (including any Product or Content), and/or the Agreement, we reserve the right, in addition to our other remedies, to reassign, and/or



2. Even if the Service, your ability to access, visit and/or use the Service or any portion thereof (including any Product or Content), and/or the Agreement is terminated, discontinued, suspended or restricted, by you or by us, we have no obligation to (but we may in our discretion) remove any Content, and therefore copies of all information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service, may be retained and/or remain viewable by us, Third Party Providers and/or other third parties, including other users. Nevertheless, we have no obligation to retain, store, or provide you with any information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service.

3. All provisions of the Agreement shall survive the termination or expiration of the Agreement, your relationship with us, and/or your account/profile, including without limitations the provisions of Section VIII(G) below.

#### **D. Communications to You**

1. The communications between you and us usually use electronic means, whether you access, visit or use the Service, send us messages, or whether we post notices on the Service or communicate with you via messaging. For contractual purposes, you (a) consent to receive communications from us in electronic form; and (b) agree that all notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Your consent to receive communications and do business electronically, and your agreement to do so applies to all of your interactions and transactions with us.

2. You understand and agree that joining the Service or accessing Content or a Product available on or through the Service may include receiving certain communications from us, such as transactional or relationship messages, and/or messages about your account/profile, and that these communications are considered part of your account/profile and you may not be able to opt out of receiving them without ceasing to be a registered user of the Service, Content or Product.

**E. Third Party Providers.** CERTAIN THIRD PARTY PROVIDERS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR



HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THE AGREEMENT WHEN USING THE SERVICE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF THIRD PARTY PROVIDERS. We have agreements with some of these Third Party Providers that require us to make certain disclosures and pass along certain responsibilities to you. For such Third Party Providers, you specifically acknowledge and agree that: (i) the Agreement is between us and you; the Third Party Providers are not parties to the Agreement; (ii) the Third Party Providers and their parent, subsidiaries and affiliates are intended third party beneficiaries of the Agreement and upon your acceptance of the terms and conditions of the Agreement, the Third Party Providers will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you; (iii) any license(s) granted to you hereunder by a Third Party Provider in connection with the Service, Content or Product is limited to a non-transferable license to use the Service or such Content or Product on the particular Device authorized by the applicable Third Party Provider that you own or control and as permitted by such Third Party Provider's applicable usage rules; (iv) Third Party Providers have no obligation whatsoever in connection with the functionality or Content of the Service, or to furnish any maintenance or support services with respect to the Service; (v) in the event of any failure of a portion of the Service, Content or Product provided by a Third Party Provider to conform to any applicable warranty, you may be able to notify the applicable Third Party Provider to receive a refund of all or part of the amount you paid for the applicable portion of the Service, Content or Product if any (to the maximum amount permitted by applicable law, Third Party Providers will have no other warranty obligation whatsoever with respect to the Service, Content or Products); (vi) Third Party Providers reserve the right to audit possible unauthorized commercial use of its Content or Products at any time; and (vii) Third Party Providers are not responsible for addressing any Claims by you or a third party relating to any portion of the Service, Content or Products not provided by such Third Party Provider or your possession, access, visitation and/or use of the same, including without limitation (a) product liability Claims; (b) any Claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) Claims arising under consumer protection or similar legislation; and (vii) in the event of any Claim that any portion of the Service, Content or Products not provided by such Third Party Provider or your possession, access, visitation and/or use of the same, infringes such third party's intellectual property rights, Third Party Providers are not responsible for the investigation, defense, settlement and/or discharge of such Claim.

**F. Compliance with Applicable Law:** Those who choose to access, visit and/or use the Service do so on their own initiative and are responsible for compliance with all U.S. and



location.

**G. Arbitration, Waiver of Class Action Suits, and Dispute Resolution:** THIS SECTION SHOULD BE BROADLY CONSTRUED TO COVER ANY CLAIM RELATING TO ANY ASPECT OF YOUR RELATIONSHIP WITH US, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM ARISING OUT OF OR RELATED TO THE AGREEMENT.

1. You agree that in the event you have any Claim against us, you will first contact us and make a good faith sustained effort to resolve the Claim before resorting to more formal means of resolution, including without limitation arbitration or any court action. You may contact us through the means described on the Service, if available (for example, in the "Contact Us" section), or if no such means are specified, contact our Privacy Policy Coordinator as described in our [Privacy Policy](#).

2. IN THE EVENT ANY CLAIM CANNOT BE INFORMALLY RESOLVED, YOU AND WE AGREE TO ARBITRATE ALL CLAIMS ON AN INDIVIDUAL BASIS IN ACCORDANCE WITH THE TERMS OF THE ARBITRATION PROVISIONS OF THIS AGREEMENT, RATHER THAN LITIGATE THE CLAIM IN COURT, EXCEPT FOR THE CLAIMS EXCLUDED FROM ARBITRATION LISTED BELOW IN PARAGRAPH 4. ARBITRATION MEANS YOU WILL HAVE A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. BY ENTERING INTO THIS AGREEMENT, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY FOR ALL CLAIMS, EXCEPT FOR THE CLAIMS EXCLUDED FROM ARBITRATION LISTED BELOW IN PARAGRAPH 4.

i. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. For more information about the AAA and the arbitration process, please visit the AAA website at [www.adr.org](http://www.adr.org).

ii. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, except as follows: if your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA.

iii. All issues are for the arbitrator to decide, except those issues relating to the scope, application, and enforceability of this arbitration provision are for the court to decide.

iv. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. The laws of the United States, State of New York,



v. Unless you and we agree otherwise, any in-person hearings for the arbitration shall take place either in your county of principal residence or New York, New York.

vi. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction.

vii. As indicated above in Section VIII(C)(3), this Agreement to Arbitrate shall survive any termination of the Agreement, including any termination of your relationship with us.

### **3. RESTRICTIONS ON CLAIMS:**

i. AN ARBITRATION OF ANY CLAIM SUBJECT TO THIS ARBITRATION PROVISION MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO SUCH CLAIM, OTHERWISE, THE CLAIM IS BARRED AND THE RIGHT TO PURSUE SUCH CLAIM IS WAIVED.

ii. BY ENTERING INTO THIS AGREEMENT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION IN COURT OR A CLASS ARBITRATION. ALL PARTIES MUST BE INDIVIDUALLY NAMED. TO THE FULL EXTENT PERMITTED BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED IN COURT ON A CLASS ACTION OR CONSOLIDATED BASIS ON BEHALF OF OTHER USERS, SUBSCRIBERS, REGISTRANTS OR OTHER PERSONS SIMILARLY SITUATED, OR BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL).

iii. AS STATED MORE FULLY IN SECTION VIII(B)(3) ABOVE, ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY CLAIM WITH US.

4. WE AND YOU AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION ("EXCLUDED CLAIMS"): (1) ANY CLAIM FILED BY YOU OR US IN SMALL CLAIMS COURT WHERE THE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF SUCH COURT; AND (2) ANY CLAIM REGARDING ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.



- i. the restrictions set forth in Section VIII(G)(3)(ii)-(iii) above shall apply;
- ii. regardless of where you access, visit and/or use the Service, such Claims shall be governed and construed in accordance with the laws of the United States, State of New York, without regard to any principles of conflict of laws; and
- iii. will be resolved exclusively by a state or federal court located in New York, New York, and you specifically consent to the personal jurisdiction of such courts and waive any claim of forum non-conveniens. Should there be a conflict between the laws of New York, and any other laws, the conflict will be resolved in favor of New York law.

6. If for any reason an arbitrator or court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be invalid or unenforceable, that provision or portion will be enforced to the maximum extent permissible so as to give effect the intent of the parties, and the remainder of the Agreement will continue to be valid and enforceable in full force and effect.

7. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION AND CLASS ACTION WAIVER, YOU MUST NOTIFY US IN WRITING BY CONTACTING US AT THE ADDRESS BELOW WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST PURCHASE, SUBSCRIBE TO, OR REGISTER FOR THE APPLICABLE PRODUCT OR OTHERWISE ACCESS, VISIT AND/OR USE THE SERVICE. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE: (1) YOUR FULL NAME AND ADDRESS; (2) THE NAME OF THE SERVICE OR PRODUCT YOU ACCESSED, VISITED AND/OR USED; AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE CLAIMS WITH US THROUGH ARBITRATION AND YOU DO NOT WAIVE YOUR RIGHT TO BRING A CLASS ACTION IN COURT. YOUR DECISION TO OPT OUT OF ARBITRATION AND THE CLASS ACTION WAIVER WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR YOUR USE OF THE SERVICE OR PRODUCT. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION AND THE CLASS ACTION WAIVER, YOU DO NOT NEED TO DO SO AGAIN.

Advance Legal  
Arbitration Opt-out



## H. General

1. We reserve the right to post, from time to time, additional rules that apply to certain portions of the Service, or the Service as a whole. Such additional rules will be posted in the relevant portions of the Service, and are hereby incorporated into the Agreement by this reference. Your continued access, visitation and/or use of the Service constitutes your agreement to comply with these additional rules.
2. The rules, restrictions, limitations, terms and conditions that apply to the Service, whether listed in this User Agreement and Privacy Policy, posted at various points in the Service, or otherwise communicated to you, constitutes the Agreement and entire understanding between the parties, and supersedes prior agreements between the parties, whether oral or written, with respect to the subject matter hereof. Unless explicitly stated in writing by us, any new or additional features, functionality, Products or Content that augment or enhance the Service, including the release of updates or upgrades thereto, shall be subject to the terms and conditions of the Agreement.
3. Any delay or failure by us to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. No waiver by us shall have effect unless such waiver is set forth in writing, signed by us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default.
4. We may sub-license, transfer, sell or assign the Agreement, and/or any of our purported obligations hereunder, at any time to any person or entity, with or without notice. You may not sub-license, transfer, sell, or assign the Agreement at any time to any person or entity, and any attempt to do so will be null and void.

## IX. Glossary

As used in this Agreement, the following terms have the following meanings:

“Agreement” means all rules, restrictions, limitations, terms and/or conditions that apply to the Service, whether listed in this User Agreement, the Privacy Policy, or posted at various points in the Service, or otherwise communicated to users of the Service.



reasonable attorneys' fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory.

"Content" means all text, articles, photographs, images, graphics, illustrations, creative, copy, artwork, video, audio, music, podcasts, ringtones, games, trademarks, trade names, service marks, and other brand identifiers, designs, plans, software, source and object code, algorithms, data, statistics, analysis, formulas, indexes, registries, repositories, and all other content, information, and materials available on or through the Service, whether posted, uploaded, transmitted, sent or otherwise made available by us, our licensors, vendors, and/or service providers, or by you, and/or other users or third parties, including any such Content uploaded manually or bookmarked by you and/or other users.

"Device" means any computer, tablet, mobile phone, television, or any other device capable of accessing the Service.

"Fees" mean any and all fees, expenses and charges, including applicable taxes and surcharges, for any Product, access to any portion(s) of the Service or the Service as a whole, or otherwise incurred through your activity on or through the Service and/or through your account/profile.

"Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, Device, or household. Anonymous, de-identified, or aggregate information is not Personal Information as used herein.

"Product" means any merchandise, item, product and/or service, including without limitation Content, contests and surveys, magazines and other publications that may be featured, mentioned, reviewed, described, auctioned, given away, rented, sold, distributed, or otherwise available on or through the Service, either by us or third parties.

"Search Engine" means a free, publicly-accessible database of information accessed on, through or using the internet where results are displayed in response to specific individual search queries as a brief extract of text and/or thumbnail image, as well as a link to the webpage where such information is published, displayed or otherwise made available.



published, or broadcast) provided by us that links to, or references, this document, including without limitation all Content, features and functionality thereof, such as widgets, plug-ins, and embeddable players.

“Third Party Providers” mean any third party unaffiliated with us that play a role in providing the Service and Products and enabling you to acquire, access, visit and/or use the Service and Products via your Device, including without limitation equipment, hardware and software manufacturers and providers, telephone, mobile, wireless, cable, and Internet network providers and carriers, sellers or providers of technology or Products, as well as vendors, service providers and others we retain to host, run, track, and otherwise administer portions of the Service.

“We”, “Us” “Our” and “Condé Nast”, whether capitalized or not, means Advance Magazine Publishers, Inc., on behalf of itself and its worldwide affiliates and related entities operating under the Condé Nast brand, and each of their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors and assigns.

“You” or “Your”, whether capitalized or not, means all those who access, visit and/or use the Service, whether acting as an individual or on behalf of an entity, including you and all persons, entities, or digital engines of any kind that harvest, crawl, index, scrape, spider, or mine digital content by an automated or manual process or otherwise. “You” and “Your” also includes your administrators, executors, successors and assigns.


**If you don't agree to the terms contained in this User Agreement, you must immediately exit the Service.**



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LOVE

IAILEK  
TEEN VOGUE  
THEM  
THE NEW YORKER  
THE WORLD OF INTERIORS  
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VOGUE  
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USER AGREEMENT  
PRIVACY POLICY  
MODERN SLAVERY TREATMENT

TAX STRATEGY  
US ADVERTISING T&CS  
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