The website located at LeadHax.com (the “Site”) and related platforms, products, and services available on or from the Site (“Services”) is a copyrighted work belonging to MediaNews Group, Inc. d/b/a Digital First Media (“Company”, “us”, “our”, and “we”). Certain features of the Site and/or Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms of Use.

THESE TERMS OF USE (THESE “TERMS”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE AND/OR SERVICES. BY ACCESSING OR USING THE SITE AND/OR SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE AND/OR SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. BY ACCESSING OR USING THE SITE AND/OR SERVICES YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE OR SERVICES.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. ACCOUNTS

1.1 Account Creation. In order to use certain features of the Site, you must register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section 9.

1.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. You are responsible for ensuring that the email address associated with your Account information is current. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. ACCESS TO THE SITE

2.1 License. Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site and Services solely for your own personal use. You will not (a) make any Services available to, or use any Services for the benefit of, anyone other than you; (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Services or provide access to the Site in a service bureau or outsourcing offering.

2.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or Services, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site and/or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site and/or Services shall be subject to these Terms. All
copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

2.3 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) and/or Services with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site, or any part thereof, and/or the Services.

2.4 No Support or Maintenance. You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site and/or the Services.

2.5 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Neither these Terms nor your access to the Site and/or Services transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

3. USER CONTENT

3.1 User Content. “User Content” means any and all information and content that a user submits to, or uses with, the Site (e.g., content in the user’s profile or postings) and/or Services. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.4). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company or Company's suppliers. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy or the copyright, trademark, trade secrets, patent or other intellectual property rights of a third party. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you so desire.

3.2 Our Use of Content Provided by You. You hereby acknowledge and agree that you are solely responsible for all information and content that you submit for publishing, display and distribution by us in connection with the Services, including without limitation, advertisements prepared by you on the Site (including all information, trademarks, and photographs contained in such advertisement). You represent and warrant that you have all legal rights necessary to publish and distribute or have us publish or distribute any User Content contained in your advertisement. You represent and warrant that your advertisement will comply with all applicable laws, rules and regulations. In the case of User Content pertaining to an advertisement for a particular real estate, you represent and warrant that you are the broker for that real estate.

3.3 License. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.4 Acceptable Use Policy. The following terms constitute our “Acceptable Use Policy”:

(a) You agree not to use the Site and/or Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false,
intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any applicable laws, regulations, rules, professional codes, codes of conduct or standards, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site and/or Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

3.5 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 9, and/or reporting you to law enforcement authorities.

3.6 Feedback. If you provide Company with any feedback or suggestions regarding the Site and/or Services (“Feedback”), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

4. SERVICE FEES.

4.1 Fees. Certain Services provided on this Site require the payment of applicable fees, which may change from time to time subject only to your right to terminate such Services in accordance with the terms of this Agreement. Fees vary by Services. Current fee schedules are available on the Site. You are responsible for payment of all applicable fees incurred by your Site account. All fees due from you to us hereunder, including to the extent applicable, quarterly subscription fees, annual subscription fees, one-time product purchase fees, recurring fees, quarterly and annual renewal fees, third-party fees, applicable taxes, and charge-back fees are referred to herein as “Service Fees”. We do not collect a sales and or use tax on the sale of Services to you. You are responsible for reporting and making such tax payments in compliance with all applicable laws as required by state or local governments as a purchaser of our Services. Any taxes on the sale and or use of Services will be itemized separately on your invoice.

4.2. Payment. All Service Fees will be charged to the payment method (e.g., credit card, PayPal account, debit card, etc.) you provided as part of your Account registration. You are responsible for the timely payment of all Service Fees at the time the Services are ordered by you. It is your responsibility to notify us if your payment method has changed by making the appropriate changes to your Account. If you do not provide a valid payment method, or if the designated payment method is determined by us to be inactive for any reason, we may immediately discontinue providing Services to you. We may terminate your use of the Site and Services in the event of any reversal or “chargeback” initiated by you of any Service Fees charged in accordance with these Terms of Use. You agree to reimburse us for any costs incurred in responding to such chargeback, including, without
limitation, our actual costs paid to the credit or debit card company, including chargeback fees, and the value of the
time our employees spend on the matter as determined in our discretion in good faith.

4.3. Payment Obligations. You will pay all Service Fees specified in the Purchase Order(s). Service Fees are based on Services purchased and not actual usage. Payment obligations are non-cancelable and Service Fees paid are non-refundable. Quantities purchased cannot be decreased after acceptance of a Purchase Order. If campaign is not activated within 4 weeks of payment collection, we will consider any monies paid as a transaction fee and not subject to refund.

4.4 Refund Policy. We want you to be satisfied with the Services. However, when you purchase Services from us, we make a commitment to our advertising partners for the length of your campaign. Because we are making this commitment on your behalf, and incur costs as a result, we do not offer refunds for the Services once you have purchased them. However, in two limited situations we may provide a refund:

(a) Product Malfunction. In order to be considered a “product malfunction” the user must report the malfunction to info@leadhax.com while the Services are still active, and the product malfunction must be verified by us. The final determination as to whether a report qualifies as a product malfunction is at our sole and absolute discretion.

(i) We are a local awareness advertising tool. The Services are functioning properly when they deliver localized ad views. The Services are not designed to be a direct "lead generation" tool. As such, it is NOT a product malfunction if your campaign does not deliver leads or phone calls to you.

(ii) We use online advertising best practices to geographically target your ads according to your computer's IP address. This advertising technology may not be accurate one hundred percent of the time and your ads may occasionally appear in neighboring zip codes. In this event, your ad is still targeted to the correct zip codes, but the industry standard technology that translates an IP address into a zip code has provided a false positive. Because your ad is targeted properly by us, this does not qualify as a product malfunction.

(iii) The sale of advertising views is an approximation and we do not represent, warrant, or guarantee that an exact number of advertising views will be provided.

(b) Billing Error. In order to be considered a “billing error” the user must provide either: (i) the cancellation confirmation number; or (ii) must forward the cancellation confirmation email to info@leadhax.com. The cancellation confirmation number or the cancellation confirmation email must show that the user canceled the Services before (not on or after) the renewal date on file for the Service in question.

4.5 Early Termination. If you elect to cancel the Services early, we do not provide a refund for the remainder of the quarter, year, or billing period for the canceled Service.

5. INDEMNIFICATION. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site and/or Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations, (d) your User Content or (e) your violation of the rights of a third party. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. THIRD-PARTY LINKS & ADS; OTHER USERS

6.1 Third-Party Links & Ads. The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review,
You agree that Company will not be responsible for an
appropriate o
necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

6.2 Other Site Users. Your interactions with other Site users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

6.3 Release. You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “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.”

7. DISCLAIMERS

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE 100% OF THE TIME, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, SAFE OR WILL COMPLY WITH APPLICABLE LAWS. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WE OFFER YOU NO GUARANTEE OF INCREASED LEADS AS A RESULT OF THE DISPLAY OF AN ADVERTISEMENT THROUGH THE SERVICES.

8. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE AND/OR SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND/OR SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. $50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WE ARE NOT RESPONSIBLE FOR ENSURING THAT USER CONTENT PUBLISHED BY USERS OF THE SITE OR SERVICES, OR PUBLISHED BY US ON BEHALF OF USERS, COMPLIES WITH APPLICABLE LAWS, REGULATIONS OR RULES. INCLUDING WITHOUT LIMITATION CONSUMER LAW, ADVERTISING LAW, INTELLECTUAL PROPERTY LAW, AND PRIVACY LAW, AND SHALL HAVE NO LIABILITY FOR YOUR COMPLIANCE WITH OR BREACH OF ANY SUCH APPLICABLE LAWS, REGULATIONS OR RULES.

9. **TERM AND TERMINATION.** Subject to this Section, these Terms will remain in full force and effect while you use the Site and/or Services. We may suspend or terminate your rights to use the Site (including your Account) and/or Services at any time for any reason at our sole discretion, including for any use of the Site and/or Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site and/or Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 3 and Sections 4 through 9.

10. **COPYRIGHT POLICY.**

Company respects the intellectual property of others and asks that users of our Site and/or Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site and/or Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site and/or Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our Services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney’s fees incurred by us in connection with the written notification and allegation of copyright infringement.
The designated Copyright Agent for Company is:
Robyn Morris
MediaNews Group, Inc.
4 N. 2nd Street, Suite 800
San Jose, CA  95113
Phone: 4089205713
Email: copyright@digitalfirstmedia.com

Please be advised that we may provide an alleged infringer with any notice of claimed infringement, and any communications related thereto. We may also provide any counter notifications received, along with related communications, to the provider of the original notification of claimed infringement. All notices and communications provided by you to us become our property and you grant us the right to provide such notices and communications to any third party.

11. General

11.1 Changes. These Terms are subject to occasional revision. If we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site and/or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11.2 Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: 4 North 2nd Street, Suite 800, San Jose, California 95113. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are
available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or $2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) Time Limits. If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
(k) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(l) **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Company.

(m) **Small Claims Court.** Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

(n) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party’s patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(p) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California, for such purpose.

11.3 **Disclosures.** Company is located at the address in Section 10.7. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

11.4 **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site and/or Services or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

11.5 **Entire Agreement.** These Terms constitute the entire agreement between you and us regarding the use of the Site and/or Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

11.6 **Copyright/Trademark Information.** Copyright © 2016 MediaNews Group, Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

11.7 **Contact Information:**
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