

## NewsStand Terms of Use

This Terms of Use Agreement ("Agreement") governs your use of the NewsStand Service. If you do not accept the terms stated herein, please do not use the services provided by NewsStand. By using the NewsStand website and the services offered herein, you indicate your acceptance to be bound by this Terms of Use. Please note that individual Publishers may have additional terms for the use of their respective services. In the event of conflict between NewsStand's terms and a Publisher's terms, the Publisher's terms shall be effective.

### Definitions.

The "NewsStand Service" or the "Service" is the on-line service operated by NewsStand, Inc. ("NewsStand" or "We"), including the NewsStand Website, that provides you with the capability to download and read electronic versions of publications. The "NewsStand Website" is NewsStand's website, located at [www.newsstand.com](http://www.newsstand.com), which allows you to order and subscribe to various publications. "You" means a customer of the NewsStand Service and/or visitor of the NewsStand Website. "Account" means your NewsStand Service account, including user name and password information.

### 1. Registration and Security.

When you register, you choose a user name and password and provide various other information. You're responsible for providing accurate registration information and for updating it as required. NewsStand reserves the right to change or revoke your user name as it deems necessary. You are also responsible for maintaining the confidentiality of your password. Our current Privacy Policy is available at [www.newsstand.com](http://www.newsstand.com).

### 2. User Responsibilities.

You may only use the NewsStand Service (a) for lawful purposes, (b) in accordance with this Agreement, any operating rules established by NewsStand, and the NewsStand Reader End User License Agreement. You may not restrict or inhibit any other person from using or enjoying the NewsStand Service. You will not use the NewsStand Service in jurisdictions where prohibited by applicable law. You are solely responsible for conducting back-ups to ensure the continued availability of your files.

### 3. Changes to the NewsStand Service.

NewsStand may, at any time, change or discontinue any aspect or feature of the NewsStand Service, including content, hours of availability, and equipment and software needed for access or use. NewsStand may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

### 4. Intellectual Property.

The NewsStand Service contains copyrighted material, trademarks and other proprietary information. Without limiting

the scope of NewsStand's intellectual property rights, you acknowledge that NewsStand and/or its licensors own intellectual property rights in (i) the content included within the publications; (ii) the NewsStand Service, the content contained within it, and the software used to access the Service; (iii) the selection, coordination, and arrangement of the NewsStand Website and the publications contained within it; and (iv) the trademarks used in connection with the Service. Publications downloaded using the Service are for your personal use with the NewsStand Reader only and may not be modified, reverse engineered, redistributed, sold, publicly displayed, licensed, rented, or otherwise provided to a third party or commercially exploited. We do not grant you any licenses, express or implied, to the intellectual property of NewsStand or our licensors except as expressly authorized in this Agreement or the NewsStand Reader End User License Agreement.

### 5. Third Party Content.

NewsStand is a distributor (and not a publisher) of content supplied by third parties and has no editorial control over the content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including those made in publications offered by our Service, are those of the respective author(s) or publisher(s) and not of NewsStand. Neither NewsStand nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Under no circumstance will we be liable for any loss or damage caused by your reliance on information obtained through the NewsStand Service. The NewsStand Service may contain links to other Internet sites and third-party resources. We are not responsible for either the availability of these outside resources or their content.

### 6. Price and Availability of Third Party Content.

The price of publications purchased from the NewsStand website entitles you to download one copy of the periodical (or one copy of each issue in a subscription) for personal use only. Some publishers may allow you to download a second copy to another computer at a price set by the publisher. If you delete a publication from your system and later wish to re-download it, you must purchase a replacement copy at the publisher's price. Each publisher determines the length of time a downloaded publication is available for viewing on a user's PC. Once that time expires, you will no longer be able to view that issue.

### 7. Inactive Accounts

In order to recoup the cost of maintaining inactive Accounts, a non-refundable service charge of \$1.00 (one U.S. dollar) will be deducted from your account balance in any month you do not make a purchase following six consecutive months of inactivity in your account.

### 8. NewsStand Refund Policy.

NewsStand agrees to make every reasonable effort to mirror the refund policies of its third party publishers when

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known and agreed upon with the publishers. We reserve the right to alter said policy at any time at our discretion without prior notification. We make no guarantee that you will be entitled to any refund for single copy purchases. A pro-rata refund of the unused portion of a current subscription may be granted at our discretion.

### 9. Currency Conversion and Associated Fees.

NewsStand shows prices in both the publication's native currency and in USD. When you purchase something, NewsStand will charge you an amount in USD that equals the publication's price in its native currency at the time of purchase. If your bank or credit card company converts USD back to your local currency, the conversion rate may have changed, and the resulting price may be slightly higher or lower. Also, your credit card company may charge you a fee for this service. NewsStand is not responsible for any fees that your bank or credit card company charges for performing currency conversion.

### 10. NewsStand Auto-Renew and Cancellation Policy.

Publication subscriptions purchased through NewsStand are auto-renewed at the end of the subscription term. However, you may cancel your subscription at any time in accordance with publisher's established cancellation policy.

### 11. Disclaimer of Warranty.

(A) THE NEWSSTAND SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY OF DATA, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

(B) WITHOUT LIMITING THE FOREGOING, NEITHER NEWSSTAND NOR ITS AFFILIATES, LICENSORS, OR AGENTS WARRANT THAT THE NEWSSTAND SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE NEWSSTAND SERVICE, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, SERVICE, OR GOODS PROVIDED IN CONNECTION WITH THE NEWSSTAND SERVICE. YOU BEAR THE RESPONSIBILITY FOR OBTAINING AND MAINTAINING RELIABLE INTERNET CONNECTIVITY, TYPICALLY THROUGH A THIRD PARTY INTERNET SERVICE PROVIDER. NEWSSTAND IS NOT RESPONSIBLE FOR ISSUING REFUNDS BASED ON YOUR INABILITY TO DOWNLOAD CONTENT.

### 12. Limitation of Liability.

IN NO EVENT WILL NEWSSTAND OR ITS AFFILIATES, LICENSORS, OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE NEWSSTAND SERVICE. YOU ACKNOWLEDGE THAT (I) THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE NEWSSTAND SERVICE; AND (II) NEWSSTAND IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES INCLUDING NEWSSTAND'S LICENSORS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

### 13. Indemnification.

You agree to defend, indemnify and hold harmless NewsStand, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of the NewsStand Service. You agree to fully cooperate as reasonably required in the defense of any such claim.

### 14. Monitoring.

We have the right, but not the obligation, to monitor the NewsStand Service (i) to determine compliance with this Agreement and any operating rules established by NewsStand; and (ii) to satisfy any law, regulation or authorized government request. Without limiting the foregoing, we shall have the right to remove any content that we, in our sole discretion, find to be in violation of the provisions hereof or otherwise objectionable or in breach of NewsStand's licensors' obligations.

### 15. Revisions to the Terms of Use.

NewsStand shall have the right at any time to change or modify this Agreement. You will be effectively notified when (i) we prominently display the revised Terms of Use Agreement the NewsStand website; or (ii) you are notified by any other means that would make a reasonable person aware of the new Terms of Use Agreement. Your continued use of the NewsStand Service after notice of the new agreement constitutes your acceptance of the new agreement.

### 16. Termination.

Either NewsStand or you may terminate this Agreement at any time. Without limiting the foregoing, we have the right to immediately terminate your Account in the event that you breach this Agreement. If your Account is terminated, you are and will remain responsible for all charges incurred up to the time of the termination. The provisions of Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive termination of this Agreement.

### 17. Miscellaneous.

This Agreement and any operating rules for the NewsStand Service established by NewsStand constitute the

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entire agreement between us with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules. For any suit, action or other proceeding arising from or relating to this Agreement, you hereby irrevocably agree to personal jurisdiction and exclusive venue of the United States District Court for the Western District of Texas (Austin Division) and any Texas State Court within Travis County, Texas. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.