

COX FIRST MEDIA TERMS OF USE

Effective Date: September 2021

Introduction

Please read these Terms carefully before using any online services (*e.g.*, website, email) provided by Ohio Newspapers, Inc. d/b/a Cox First Media, a division of Cox Enterprises, Inc., along with our “**Affiliates**” (other companies within the Cox Enterprises, Inc. corporate family) (collectively “**Cox First Media Network**,” “**we**,” “**us**,” or “**our**”) that post a link to these Terms (the “**Sites**”). By visiting or otherwise using the Sites in any manner, you agree to the then-posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them. You also acknowledge, agree and consent to our data practices as described in the applicable privacy policy posted on the applicable Sites.

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

Additional Terms

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

Updates to These Terms and Additional Terms

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Sites as more fully explained in Section 9.

Quick Links

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

- **Grants and Limitations of Rights**
 - We only grant you a limited revocable license to use the Sites subject to rules and limitations. Learn more at Section 1.
 - You grant us a broad license, which we may sublicense, to the content you submit to us, including any information you submit to us via any web portal or third-party site, which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Sites is subject to these Terms and we have the right to manage our Sites to keep its content appropriate. Learn more at Section 2.
 - Your use of our Sites is subject to various restrictions designed to protect the Sites and our users. We may change or discontinue our Sites in whole or in part. Learn more at Section 3.

- **Limitations on Your Remedies**

The following limitations apply as permitted by applicable law:

- We are providing the Sites to you on an “as-is” basis, without any warranty of any kind. Our liability to you in connection with your use of the Sites is very limited and other limitations and disclaimers relate to your use of the Sites. Learn more at Section 7.
- Our liability is greatly limited as more fully explained in Section 8.

- **Third-Party Services**
 - We are not responsible for third parties or their content, apps, or sites. For instance, portions of the Sites may be integrated into or linked to third-party sites, platforms, and apps that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Sites. Use caution when dealing with third parties. Learn more at Section 1.E.

- **Infringement and Dispute Resolution**
 - Users may not post content they do not own or control, and users may be suspended or terminated if they do so. Learn more at Section 3.
 - As permitted by law, you agree to arbitrate disputes and waive jury trial and class actions. Learn more at Section 6.

- **Availability of Sites**
 - We may change or discontinue our Sites, or your right to access it, in whole or in part. Learn more at Section 3.C. Our Sites are intended for access from and use in the U.S.A. More at Section 10.C

FULL ONLINE TERMS OF USE

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

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

B. Your Rights to Use the Sites and Content.

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

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

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

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

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

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

(6) Use any other functionality expressly provided by Cox First Media Network on or through the Sites for use by users, subject to these Terms and any applicable Additional Terms.

C. Rights of Others. In using the Sites, you must respect the Intellectual Property and rights of others and Cox First Media Network. Your unauthorized use of Content may violate the rights of others and applicable laws and may result in your civil and criminal liability.

D. Reservation of all Rights Not Granted as to Content and Sites. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Sites and

content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY COX FIRST MEDIA NETWORK AND ITS LICENSORS AND OTHER THIRD PARTIES. *Any unauthorized use of any Content or the Sites for any purpose is prohibited.*

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

2. CONTENT YOU SUBMIT.

A. User-Generated Content.

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

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

novelty, priority, or originality, and it does not impair Cox First Media Network's right to contest existing or future Intellectual Property rights relating to your Unsolicited Ideas and Materials.

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

(iv) Cox First Media Network's Exclusive Right to Manage Our Service. Cox First Media Network may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and Cox First Media Network may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement, and protect users from harmful UGC. Without limitation, we may, but do not commit to, do so to address content as outlined in this Section 2.A(iv) that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms, or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Sites by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Sites or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Sites prospectively removed from public display as provided for in the applicable privacy policy or notice.

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

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

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

B. Appropriate Content and Alerting Us of Violations. We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, you may contact us by emailing coxfirstmediaprivacy@coxinc.com.

3. SITES AND CONTENT USE RESTRICTIONS.

A. Sites Use Restrictions. You agree that you will not: (i) use the Sites for any political or commercial purpose in competition with us (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Sites that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to Cox First Media Network; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Sites by any means whatsoever or modify any Sites source or object code or any Software or other products, services, or processes accessible through any portion of the Sites; (v) engage in any activity that interferes with a user's access to the Sites or the proper operation of the Sites, or otherwise causes harm to the Sites, Cox First Media Network, or other users of the Sites; (vi) interfere with or circumvent any security feature (including any digital rights

management mechanism, device or other content protection or access control measure) of the Sites or any feature that restricts or enforces limitations on use of or access to the Sites, the Content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Sites, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Sites, other computer systems or networks connected to the Sites, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

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

C. Availability of Sites and Content. Cox First Media Network, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Sites and/or Content (and any elements and features of them), in whole or in part, for any reason, in Cox First Media Network’s sole discretion, and without advance notice or liability.

4. NOTICES, QUESTIONS AND CUSTOMER SERVICE.

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: Cox First Media Network Legal Department at 6205-A Peachtree Dunwoody Road NE Atlanta, GA 30328. If you have a question regarding the Sites, you may contact Cox First Media Network Customer Support by sending an email to coxfirstmediaprivacy@coxinc.com or by calling us at 1-888-802-6964. You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

5. PRODUCT SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS.

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

6. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION; CLASS ARBITRATION AND COLLECTIVE ARBITRATION WAIVERS.

IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION 6(B) BELOW, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THESE TERMS; PROVIDED HOWEVER IF YOU ACCESS OR USE THE SITES AFTER THE EFFECTIVE DATE OF THESE TERMS, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF YOUR ACCEPTANCE OF THESE TERMS (THE “OPT-OUT PERIOD”). OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH COX FIRST MEDIA NETWORK THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

A. YOU AND COX FIRST MEDIA NETWORK AGREE TO ARBITRATE — RATHER THAN LITIGATE IN COURT

— any and all claims, disputes, or controversies between you and Cox First Media Network, including any parents, subsidiaries, officers, directors, employees, or agents of Cox First Media Network, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory (“**Dispute**”) that arise out of or in any way relate to these Terms, any of the Sites provided under these Terms or any other services or products that Cox First Media Network provides to you in connection with these Terms (including but not limited to amounts that Cox First Media Network charges you for services or products provided, any alleged breach related to the collection, retention or disclosure of your personal information, and any alleged violation of our [Privacy Notice](#). The term “Dispute” means any and all past, present or future disputes, claims or controversies between you and Cox First Media Network, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or any other legal or equitable theory, and includes, without limitation, any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of this Dispute Resolution Section, provided, however, that the term “Dispute” does not include any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of the Class Action, Class Action Arbitration and Collective Arbitration Waivers set forth in Section 6(C) below, or whether claims to resolve any Disputes must proceed solely on an individual basis, all of which shall be decided by a Court of competent jurisdiction, and not by an arbitrator. With that sole exception which shall be broadly construed, the term “Dispute” shall be given the broadest possible meaning. You and Cox First Media Network also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to you by Cox First Media Network under any other agreement. Notwithstanding this agreement to arbitrate, you and Cox First Media Network may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court’s jurisdiction.

B. Opt-Out: You may opt out of this dispute resolution provision (except for the jury trial waiver contained in Section 6(G) or the survival terms in Section 6(H)) by notifying Cox First Media Network of that intent during the Opt-Out Period by sending an email to Cox First Media Network at coxfirstmediaprivacy@coxinc.com or a letter via U.S. mail to Cox First Media Network Legal Department, Attn: Litigation Counsel, 6205-A Peachtree Dunwoody Road NE Atlanta, GA 30328 stating that you are opting out of this dispute resolution provision. Exercising this right, should you choose to do so, will not affect any of the other terms of these Terms with Cox First Media Network,

and you may remain a Cox First Media Network customer. If you opt out of the dispute resolution provision, that opt out will remain in effect if Cox First Media Network modifies this section in the future or you agree to a new term of service under these Terms. If you enter into new terms with Cox First Media Network that includes a dispute resolution provision and you want to opt out of that provision, you will need to follow the instructions in that agreement for opting out.

C. “Class Action Waiver”; “Class Action Arbitration”; and “Collective Arbitration Waiver”: You and Cox First Media Network agree that all Disputes between you and Cox First Media Network will be arbitrated individually, and that there will be no class, collective, coordinated representative, or consolidated actions in arbitration (a “**Class or Collective Arbitration**”). You and Cox First Media Network agree that any action or agreement by you to bring claims or to participate in any claims related to a Dispute in a Class or Collective Arbitration is contrary to these Terms. A Collective Arbitration shall include, but is not limited to, any claim (i) to resolve a Dispute involving two (2) or more similar claims for arbitration filed by or on behalf of one or more claimants; (ii) which involves common questions of law or fact; (iii) which involves an agreement to cooperate or coordinate the arbitration demands being asserted against the same defendant(s); and (iv) is initiated at or near the same time. You and Cox First Media Network agree that this class action waiver and Collective Arbitration waiver shall be binding in any arbitral proceeding. No arbitrator shall have the authority to consolidate, join, or allow the coordination of more than one (1) person’s claims or to preside over a class, collective, mass, or representative proceeding in any form. No arbitrator shall have the authority to determine the enforceability of this Section 6(C). If you or Cox First Media Network brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Cox First Media Network may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by you or Cox First Media Network. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court then the entire arbitration agreement set forth in this Section 6 will not apply to any Dispute between you and Cox First Media Network, except for the provisions of Section 6(G) waiving the right to jury trial. This class action and collective arbitration waiver may not be severed from our arbitration agreement.

D. Arbitrator Authority: The arbitration between you and Cox First Media Network will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by these Terms. You and Cox First Media Network agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to these Terms. An arbitrator may award attorneys’ fees and costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the Applicable Law (defined in Section 10(H)), but that injunctive or declaratory relief may not extend beyond you and your dealings with Cox First Media Network. Review of arbitration decisions in the courts is very limited.

E. Informal Dispute Resolution: You and Cox First Media Network agree that you will try to resolve disputes informally before resorting to arbitration. If you have a dispute, first call Cox First Media Network Customer Care at 1-888-802-6964. If a Cox First Media Network representative is unable to resolve your dispute in a timely manner, you agree to then notify Cox First Media Network of the dispute by sending a written description of your claim to Cox First Media Network Legal Department, Attn: Corporate Escalation Team, 6205-A Peachtree Dunwoody Road, Atlanta, GA 30328

so that Cox First Media Network can attempt to resolve it with you. If Cox First Media Network does not satisfactorily resolve your claim within 30 calendar days of receiving written notice to Cox First Media Network Customer Care of your claim, then you may pursue the claim in arbitration. Neither you nor Cox First Media Network may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If you are sending a written notice of your intent to file for arbitration to Cox First Media Network, please send such notice via U.S. mail to the Cox First Media Network Legal Department, Attn: Litigation Counsel, 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox First Media Network is sending you a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for you.

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

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

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

7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

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

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

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

8. LIMITATIONS OF OUR LIABILITY.

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

B. The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if the Cox First Media Network Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract,

negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Sites).

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

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

9. UPDATES TO TERMS.

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

10. GENERAL PROVISIONS.

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

B. Indemnity. As permitted by applicable law, you agree to, and you hereby, defend (if requested by Cox First Media Network), indemnify, and hold the Cox First Media Network Parties

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

C. Operation of the Sites; Availability of Products and Services; International Issues.

Cox First Media Network controls and operates the Sites from the U.S.A., and makes no representation that the Sites are appropriate or available for use beyond the U.S.A. If you use the Sites from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

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

E. Investigations; Cooperation with Law Enforcement; Termination; Survival. As permitted by applicable law, Cox First Media Network reserves the right, without limitation, to: (i) investigate any suspected breaches of the Sites' security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by Cox First Media Network in accordance with its [Online Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Cox First Media Network to comply with law enforcement requests or legal requirements in accordance with its [Online Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Sites, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you

or any third-party. Any suspension or termination will not affect your obligations to Cox First Media Network under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Sites, or upon notice from Cox First Media Network, all rights granted to you under these Terms, or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Sites. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Cox First Media Network in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

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

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

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

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