#### TERMS OF USE

EFFECTIVE DATE October 30, 2020

Welcome to the network of interactive services provided by CNET Media, Inc., its affiliates and its subsidiaries (collectively “us,” or “we”). These Terms of Use, along with our [Privacy Policy](https://redventures.com/privacy-policy.html) (collectively, this “Agreement”) govern your use of the websites, Application (as defined herein), and other products and services offered by us or our affiliates that include an authorized link to these Terms of Use (collectively, the “Services”).

Please review these Terms of Use as well as our Privacy Policy carefully before using the Services because they affect your rights. By using any of the Services, you: accept this Agreement and agree to be legally bound by it; acknowledge that this Agreement is supported by reasonable and valuable consideration, including, without limitation, your ability to visit, use and/or submit information to our Services; and represent and warrant that you are of legal age and have sufficient capacity and authority to form a binding contract with us, on your own behalf or on behalf of any company or other entity for whom you may be acting. If you do not want to agree to the Agreement, or if you do not meet all of these requirements, you must not access or use the Services (including by installation or use of the Application).

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT, WHICH PROVIDES THAT YOU AND WE AGREE TO RESOLVE CERTAIN DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND GIVE UP ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR A JURY. YOU HAVE THE RIGHT TO OPT OUT OF OUR AGREEMENT TO ARBITRATE. SEE THE “LEGAL DISPUTES” SECTION OF THIS AGREEMENT.

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Changes

This Agreement is effective as of the Effective Date above. If you have not reviewed the terms of use applicable to a Service since the Effective Date, please review this Agreement carefully and in full before using any Service.

We may change this Agreement in the future, so we encourage you to review periodically this Agreement of Use applicable to each Service you use. The most current version of the applicable Terms of Use (along with its effective date) will be linked from each of the Services. If you do not agree with any changes to this Agreement, your sole remedy is not to use, download, or install the Services. If you continue to use the Services after we change this Agreement, you accept all changes.

Privacy Policy; Additional Terms

Our [Privacy Policy](https://redventures.com/privacy-policy.html) describes our practices concerning data that you provide or that we may collect about you through the Services, and you consent to our use of data in compliance with the [Privacy Policy](https://redventures.com/privacy-policy.html).

Additional terms may apply to your use of certain Services. We will provide these terms to you, post them on the Services to which they apply, and/or present them to you at the time of download or installation, as applicable, and they are incorporated by reference into this Agreement. Unless and except as specifically set forth herein, if there is a conflict between this Agreement and any additional terms that apply to a particular Service, the additional terms will control.

Sweepstakes, contests, and promotions on the Services may also have additional rules and eligibility requirements, such as certain age or geographic area restrictions. You are responsible for complying with these rules and requirements.

Third Party Properties; Social Media Sites

The Services may provide you with, link to, or allow you to access and interoperate with, third party properties, websites, software applications, and data services (collectively, “Third Party Properties”). Application and is not responsible for the practices of any third party. We do not control any Third Party Properties to which you may connect using the Services, and we do not necessarily endorse or evaluate Third Party Properties. You acknowledge and agree that we do not assume responsibility for third parties’ actions or omissions and we are not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, or other materials on or available from Third Party Properties. You should review third parties’ terms of use and privacy policies before you use their services.

In certain instances, you may be able to connect and/or link your account to certain third party social media sites ("Social Media Sites"), including, without limitation, Facebook and Twitter. BY CONNECTING OR LINKING YOUR ACCOUNT TO ANY SOCIAL MEDIA SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO THE SOCIAL MEDIA SITE (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON SUCH SOCIAL MEDIA SITE). IF YOU DO NOT WANT INFORMATION ABOUT YOU TO BE SHARED IN THIS MANNER, DO NOT CONNECT OR LINK YOUR ACCOUNT TO ANY SOCIAL MEDIA SITE.

Registration and Access Controls

If we request registration information from you to set up a user account, you must provide us with accurate and complete information and must update the information when it changes. You may not access any age-restricted Services unless you are above the required age. In no case are persons under the age of thirteen permitted to use the Services.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and must not permit use of your account by anyone other than members of your household. You accept responsibility for all activities, charges, and damages that occur under your account, including use of your account by other members of your household, and unauthorized use of your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use.

Access to Services and Accounts; Acceptable Use

Without limiting any other provision in this Agreement, you agree we may take any of the following actions in our sole discretion at any time, and without giving you prior notice:

* Change, suspend or discontinue all or any part of the Services;
* Change how we offer and operate Services (e.g., to begin charging a fee to access features or Content that we previously made available without charge);
* Remove Content from the Services;
* Restrict, suspend or terminate your access to one or more Services or features thereof; and
* Deactivate your accounts and delete all related information and files in your accounts.

We will not be liable to you or any third party for taking any of these actions and we will not be limited to the remedies above if you violate this Agreement. You further acknowledge and agree that even if a copy of the Application continues to reside on your device, after we make changes in our product or services offerings, the Application may not work as it did prior to such action, and we will have no liability to you or any third party as a result.

Without limiting any other provision in this Agreement, you agree not to do the following, or assist others to do the following:

* Access the Services using any interface other than ours;
* Maintain any link to the Services that we ask you to remove, in our sole discretion;
* Frame the Services or Content, make the Services or Content available via in-line links, otherwise display the Services or Content in connection with an unauthorized logo or mark, or do anything that could falsely suggest a relationship between us or our affiliates and any third party or potentially deprive us of revenue (including, without limitation, revenue from advertising, branding, or promotional activities);
* Threaten, defame, stalk, abuse, or harass other persons or engage in illegal activities, or encourage conduct that would constitute a criminal offense or give rise to civil liability;
* Transmit any material that is inappropriate, profane, vulgar, offensive, false, disparaging, defamatory, obscene, illegal, sexually explicit, racist, that promotes violence, racial hatred, or terrorism, or that we deem, in our sole discretion, to be otherwise objectionable;
* Violate any person’s or entity’s legal rights (including, without limitation, intellectual property, privacy, and publicity rights), transmit material that violates or circumvents such rights, or remove or alter intellectual property or other legal notices;
* Transmit files that contain viruses, spyware, adware, or other harmful code;
* Advertise or promote goods or services without our permission (including, without limitation, by sending unsolicited email);
* Remove, modify, disable, block or otherwise impair any advertising in connection with the Services;
* Interfere with others using the Services or otherwise disrupt the Services;
* Disassemble, decompile or otherwise reverse engineer any software or other technology included in the Content or used to provide the Services;
* Transmit, collect, or access personally identifiable information about other users without the consent of those users and us;
* Engage in unauthorized spidering, “scraping,” data mining or harvesting of Content, or use any other unauthorized automated means to gather data from or about the Services;
* Impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit;
* Remove, avoid, interfere with, or otherwise circumvent any access control measures for the Services or Content, including password-protected areas and geo-filtering mechanisms, or any digital rights management measures used in connection with Content; or
* Access any portion of the Services that we have not authorized you to access (including password-protected areas), link to password-protected areas, attempt to access or use another user’s account or information, or allow anyone else to use your account or access credentials.

If you violate this Agreement, we may terminate your access to the Services without notice, and take any other actions or seek any remedies permitted by law.

If we terminate your access to any of the Services, you must immediately stop using such Service. However, if you have paid for a subscription to a paid Service, and we discontinue the Service before the end of a paid subscription period, or we terminate your account before the end of a paid subscription period for reasons other than your breach of this Agreement, we will refund a prorated portion of the applicable subscription fee corresponding to the portion of the paid subscription period for which our action caused you not to have access to the relevant Service. If we terminate your access to a paid Service because you breached this Agreement, you will not be entitled to any refund.

Fee-Based Services and Single Purchases

Access and use of certain Services may be fee-based. If you accept fee-based Services, you agree to the additional terms governing all such purchases as provided to you or posted on the Services to which they apply, including all requirements to pay applicable fees and taxes. Except as otherwise provided in such additional terms, the provisions of this Section apply to such fee-based Services.

Unless otherwise stated, all fees and charges are non-refundable, including for unused portions of cancelled subscriptions.

We, and/or any applicable Distribution Channel, may change pricing for (or begin charging for access to) the Application, Services and Content at any time. In the event of a price change by us, we will post the new pricing on or through the relevant Service and attempt to notify you by sending an email to the address you have registered. We may not provide price protection or refunds due to price reductions, promotional pricing, or any other changes to pricing for any reason. Billing for all mobile subscription services will be governed by this Agreement unless the terms of the subscription say otherwise.

We may offer trial subscriptions to paid Services for free or at special discounted prices. Unless otherwise stated, these trial subscriptions will automatically become paying subscriptions at the current subscription rate if you do not cancel before the end of the trial period.

Certain Services may provide access to a single select paid download of Content (as defined herein). Unless otherwise provided in additional usage terms provided to you or posted on the Services or Content to which they apply, by electing to engage with such Services, you are making a one-time, non-refundable purchase of such Content in U.S. funds only. Applicable tax, GST or VAT may be calculated based on the billing address you provide and added to your purchase price. You understand that such Content is licensed to you, not sold to you, solely as set forth in this Agreement and any additional usage terms within such Content as downloaded. In the event of any conflict between such additional usage terms and this Agreement, the terms of this Agreement will control. You will have access through the Services to Purchased Content you have downloaded for as long as your account within the applicable Services remains active and the Purchased Content remains available to us. You may edit and customize certain Purchased Content (such as policies and tools for personal or business use) subject to any limitations set forth herein or in the Purchased Content.

Intellectual Property; License

The audio and video materials, photographs, text, graphics, logos, layouts, designs, interfaces, software, data and other content associated with the Services (“Content”) are protected by intellectual property and other laws in the U.S. and in other countries. You must comply with all such laws and applicable copyright, trademark or other legal notices or restrictions. You shall not remove or alter any copyright, trademark, or other legal notices marked on the Content. As between you and us, we will retain all right, title, and interest in and to the Services and the Content. No transfer of ownership to any portion of the Content shall be made as a result of any access you are granted. Except as specifically provided herein, we reserve all rights to the Services and Content.

You are only permitted to access and view the Content for personal, non-commercial purposes in accordance with this Agreement, and may not build a business or other enterprise utilizing any of the Content, whether for profit or not. Except as provided in this Agreement or otherwise expressly authorized by us in writing, you may not either directly or through the use of any software, device, internet site, web-based service or other means download, stream capture, store in a database, archive or otherwise copy any part of the Services or Content; upload, sell, rent, lease, lend, broadcast, transmit or otherwise disseminate, distribute, display or perform any part of the Services or Content; license or sublicense any part of the Services or Content; or in any way exploit any part of the Services or Content. In addition, except as provided in this Agreement or otherwise expressly authorized by us in writing, you are strictly prohibited from modifying Content; creating, distributing or advertising an index of any significant portion of the Content; or otherwise creating derivative works or materials that otherwise are derived from or based in any way on the Content, including mash-ups and similar videos, montages, translations, desktop themes, fonts, icons, wallpaper, greeting cards, and merchandise. This prohibition from creating derivative works is applicable even if you intend to give away the derivative material free of charge.

Without limiting the foregoing, you may not modify, interfere with, enhance, remove, or otherwise alter in any way any portion of any video player that is or may be provided by us as part of or in affiliation with the Services (the “Video Player”); any of the Video Player’s underlying technology; or any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player. This restriction includes, without limitation, disabling, modifying, reverse engineering, interfering with or otherwise circumventing the Video Player in any manner that enables users to view Content without: (i) visibly displaying both the Video Player and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of the webpage where the Video Player is located; and (ii) having full access to all functionality of the Video Player, including, without limitation, all video quality and display functionality and all interactive, elective or click-through advertising functionality.

A. Viral Distribution

We may expressly authorize you to redistribute certain Content on a personal, non-commercial basis. We will identify the Content that you are authorized to redistribute and describe ways you may redistribute it (such as via email, blogs, or embedded players, or by producing Mash-Ups). We may revoke this authorization at any time. If you redistribute such Content, you must be able to edit or delete such publicly posted Content and you must edit or delete it promptly upon our request. When expressly authorized by us in writing, you may embed videos using the Video Player, provided you do not embed the Video Player on any website or other location that (i) contains or hosts content that is inappropriate, profane, vulgar, offensive, false, disparaging, defamatory, obscene, illegal, infringing, threatening, sexually explicit, racist, that promotes violence, racial hatred, or terrorism, or that we deem, in our sole discretion, to be otherwise objectionable or (ii) links to infringing or unauthorized content, or any content described in (i). You may not embed the Video Player into any hardware or software application, even for non-commercial purposes. As determined by us in our sole discretion, we reserve the right to prevent embedding to any website or other location that we find inappropriate or otherwise objectionable as determined by us in our sole discretion.

Some Services may include “Mash-Up Tools” that allow you to manipulate Content or combine User Submissions (as defined herein) with Content to create “Mash-Ups.” The following terms apply to your use of Mash-Up Tools, except as specifically provided in other terms accompanying the Mash-Up Tools:

* You may only use designated Content with the Mash-Up Tools, and we may revoke permission to use the designated Content at any time.
* You may manipulate or combine the designated Content using the Mash-Up Tools only as authorized and only for personal, non-commercial purposes.
* As between you and us, we own all compilation rights in the Mash-Ups and may make perpetual and unrestricted use of the Mash-Ups, and you will only retain whatever prior rights you had in your User Submissions.
* With our permission, other users of the Services may make subsequent Mash-Ups using your Mash-Ups.
* You must include any required or existing trademark, copyright or other legal notices in the Mash-Ups and you must comply with any other usage or attribution guidelines we provide.
* If we expressly allow you to do so, you may distribute Mash-Ups under the Viral Distribution guidelines above in this Agreement.

B. Commercial Licenses

You must obtain our written permission for commercial use of the Content or the Services. If you wish to license Content from the Services, please contact us.

Mobile Features

In addition to the general terms applicable to the Services, the following terms apply to Services designed for wireless devices (“Mobile Features”), which we offer only to users who are 18 years of age or older and located in the fifty U.S. states or the District of Columbia unless otherwise noted.

Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged. In addition, you agree that we may arrange for Mobile Features billing through your wireless provider and that your wireless provider may invoice you for the applicable fees or deduct them from your pre-paid balance.

You may not transfer or copy any Content from the wireless device on which you originally received Content to any other device, including, without limitation, any computer or another wireless device.

To cancel a Mobile Feature that involves a subscription fee, you must follow the instructions included in the terms and conditions applicable to that Mobile Feature; otherwise, you will continue to incur subscription charges. If you stop a subscription-based Mobile Feature in the middle of a billing cycle, you will not receive a refund for that billing cycle.

Mobile Applications

As used in this Agreement, “Application” means and consists of, collectively and individually, any mobile application provided in connection with an authorized link to this Agreement, including all software, code, text, graphics, logos, layouts, designs, interfaces, and other items included in or associated with the application; and (b) any files that are delivered to you by us (via online transmission, through a third party distributor, or otherwise) to patch, update, or otherwise modify our mobile application(s). Applications may provide a means for you to access our Services and Content, and all Applications, Services and Content are themselves our copyrighted works and may contain our trademarks, service marks, trade names, and other intellectual property.

If you are obtaining the Application from a distribution channel such as the Apple App Store or the Android Marketplace (“Distribution Channel”), your purchase, if the application is paid, and any subscription, if the Application or its Content requires a subscription, may be subject to additional terms of the Distribution Channel. This Agreement is between you and us only, and not with the Distribution Channel. We, rather than the Distribution Channel, are responsible for the Application and the content thereof. Neither we nor the Distribution Channel has any obligation to furnish any maintenance and support services with respect to the Application. The Distribution Channel will not be responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. If you have any questions on those issues, you should contact us at the address below. The Distribution Channel will also not be responsible for investigation, defense, settlement and discharge of any third party intellectual property infringement claim.

As part of the Application, you may receive push notifications, text messages, MMS messages or other types of messages directly sent to you outside or inside the Application (collectively, "Push Messages"). You may control the Push Messages in your device’s or the Application’s settings. Some of the Push Messages may be related to your location or to your use of the Application or Content. Your carrier may charge standard messaging, data and other fees for use of Push Messages, and these fees may appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Push Messages and certain Push Messages may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You may discontinue Push Messages in your device’s or the Application’s settings or by deleting the Application. We may collect information related to your use of Push Messages. If you have registered for Push Messages, you agree to notify us of any changes to your mobile number, as applicable, and update your account on the Application to reflect this change.

You acknowledge that the Application may check for updates to the Application that may be available to you. The Application may use location-based services to locate you. If you choose to use the Application, you consent to our and our third party providers determining your location.

Subject to your compliance with this Agreement, we grant you, and you hereby accept, a limited, non-exclusive, non-transferable license to: (a) install the Application on one mobile device owned by you or under your legitimate control; and (b) engage in non-commercial use of the Application. All rights to use the Application are granted on the condition that such rights are forfeited if you fail to comply with this Agreement.

User Submissions

Some of the Services may allow you to submit or transmit audio, video, text, or other materials, including so-called “user generated content” and “feedback” (collectively, “User Submissions”) to or through the Services. When you provide User Submissions, you grant to us and our affiliates and partners a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sublicensable license to use, reproduce, archive, edit, translate, create derivative works of, make available, distribute, sell, display, perform, transmit, broadcast and in any other way exploit those User Submissions, and any names, voices, likenesses and other identifying information of persons that is part of those User Submissions, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your User Submissions.

You shall not transmit, submit or post the following to our Services:

* Information that infringes our or any third party’s copyright, patent, trademark, trade secret or other proprietary rights;
* Information that violates any law, statute, ordinance or regulation;
* Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to us or third parties or that infringes on our or any third party’s rights of publicity or privacy;
* Information that contains any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
* Information containing or constituting chain letters, mass mailings, political campaigning, or any form of “spam”;
* Information that is false, inaccurate or misleading;
* Commercial advertisements or solicitations without our written permission; or
* Federally trademarked and/or copyrighted information without our prior written permission.

We respect your ownership of User Submissions. If you owned a User Submission before providing it to us, you will continue owning it after providing it to us, subject to any rights granted in this Agreement and any access granted to others. Please note that if you delete a User Submission from the Services:

* The User Submission may still exist in our backup copies, which are not publicly available.
* If your User Submission was shared with third parties, those third parties may have retained copies of your User Submissions, and neither we nor our affiliates have any responsibility for any uses of your User Submission that they might make.
* We retain the license specified above. Thus, for example, if we or one of our sublicensees obtained your user Submission for use in creating a derivative work before you deleted it, we or our sublicensee would remain free to complete the creation of that derivative work and thereafter exploit that derivative work for all purposes and at all times.

We may refuse or remove a User Submission without notice to you. However, we have no obligation to monitor User Submissions, and you agree that neither we nor our affiliates will be liable for User Submissions or any loss or damage resulting from User Submissions, or for any action or inaction regarding transmissions, communications, or content provided by any other user or third party in connection with or otherwise arising out of the Services.

Except as provided in the Privacy Policy, we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, you should not provide User Submissions that you want protected from others.

You bear all responsibility for your User Submissions. You represent and warrant that you have all rights necessary to grant to us the license above and that your User Submissions do not violate this Section.

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

Legal Complaints

We respect intellectual property rights, and this Agreement is intended to comply with the requirements of the Online Copyright Infringement Liability Limitation Act and the Digital Millennium Copyright Act. We will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (“DMCA”). If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the written information specified below:

* An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
* A description of the copyrighted work that you claim has been infringed upon.
* A description of where the material that you claim is infringing is located on the Services.
* Your address, telephone number, and email address.
* A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
* A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the following designated agent:

Julia Archer

939 Burke Street

Winston-Salem, NC 27101

Indemnification

You will defend, indemnify and hold harmless us, our affiliates, and their respective directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives and all of their successors and assigns (collectively, the “Indemnified Parties”) with respect to all third party claims, costs (including attorney’s fees and costs), damages, liabilities, and expenses or obligations of any kind, arising out of or in connection with your use or misuse of the Services (including, without limitation use of your account, whether or not authorized by you, and claims arising from User Submissions). We retain the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Agreement without our prior written approval.

Disclaimers; Limitation of Liability

THE INDEMNIFIED PARTIES DO NOT WARRANT: (1) THAT THE SERVICES, ANY OF THE SERVICES’ FUNCTIONS OR ANY CONTENT WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE SERVICES OR INFORMATION AVAILABLE THROUGH THE SERVICES WILL CONTINUE TO BE AVAILABLE. THE INDEMNIFIED PARTIES SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. THE INDEMNIFIED PARTIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AS TO QUALITY, AVAILABILITY AND SUBJECT MATTER OF CONTENT. THE SERVICES, INCLUDING ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SERVICES, ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.”

YOUR ACCESS TO AND USE OF THE SERVICES (INCLUDING THEIR FUNCTIONS AND CONTENT) IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES.

THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN THEIR PERFORMANCE DUE TO ANY CAUSE BEYOND THEIR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF THIRD PARTIES, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

THE INDEMNIFIED PARTIES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICES (INCLUDING THEIR FUNCTIONS AND CONTENT), YOUR USE OF THE SERVICES (INCLUDING THEIR FUNCTIONS AND CONTENT), THIS AGREEMENT OR YOUR USER SUBMISSIONS, EVEN IF FORESEEABLE OR EVEN IF ONE OR MORE OF THE INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT). IN NO EVENT WILL THE INDEMNIFIED PARTIES’ LIABILITY FOR OTHER DAMAGES EXCEED THE LESSER OF $100 OR THE AMOUNT PAID BY YOU TO US FOR ACCESS TO THE RELEVANT SERVICE IN THE THREE MONTHS PRECEDING THE CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU INCUR ANY DAMAGES THAT ARISE OUT OF THE INDEMNIFIED PARTIES’ ACTS OR OMISSIONS, THE DAMAGES, IF ANY, ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING OPERATION OF THE SERVICES OR ANY OTHER SERVICE, PROPERTY, PRODUCT, PROGRAM, TELEVISION SHOW, MOTION PICTURE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE INDEMNIFIED PARTIES.

Legal Disputes

You and we agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to the Services will be resolved in accordance with the provisions set forth in this Legal Disputes section. Please read this Section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and us, except as otherwise stated in this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Notwithstanding any other provision of this Agreement, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

Regardless of any statute or law to the contrary, you must file any claim or action related to use of the Services or this Agreement within one year after such claim or action accrued. Otherwise, you will waive the claim or action.

Arbitration/Class Waiver/Opt Out Clauses

1. You and we each agree to resolve exclusively through final and binding arbitration any and all disputes or claims that have arisen or may arise between you and us (including any affiliates, officers, directors, employees, and agents), whether or not such dispute or claim involves a third party, relating in any way to any aspect of our relationship or any contact between us, direct or indirect, or arising out of this or previous versions of this Agreement, your use of or access to our Services, or any products or services sold, offered, or purchased through our Services (“Dispute”).

* You and we agree to submit the Dispute to a single arbitrator under the then-current Commercial Arbitration Rules of the American Arbitration Association (AAA), including when applicable the Optional Rules for Emergency Measures of Protection and the Consumer Arbitration Rules, or, by separate mutual agreement, at another arbitration institution. The AAA’s rules, information regarding initiating a claim, and a description of the arbitration process are available at www.adr.org. The location of the arbitration and the allocation of fees and costs for such arbitration shall be determined in accordance with the AAA rules. As an alternative, you or we may bring a claim in your local “small claims” court, if permitted by that small claims court’s rules.
* The Federal Arbitration Act governs the interpretation and enforcement of this Section regarding our agreement to arbitrate any Dispute (“Agreement to Arbitrate”), and the arbitrability of the Dispute. The arbitrator will decide whether the Dispute can be arbitrated.
* You and we agree that each of us may bring a Dispute against the other only on our own behalf, and not on behalf of a government official or other person or entity, or a class of persons or entities. You and we agree, if we are a party to the proceeding, not to participate in a class action, a class-wide arbitration, a claim brought in a private attorney general or representative capacity, or a consolidated claim involving another person’s use of the site or our services. You and we agree not to combine a claim that is subject to arbitration under this Agreement with a claim that is not eligible for arbitration under this Agreement. You and we agree to waive the right to a trial by jury for all disputes.
* You may opt out of this Agreement to Arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing, within 30 days of the date that you first became subject to this Agreement to Arbitrate, either by U.S. mail delivered to: Attn: Legal Department, CNET Media Group, 1423 Red Ventures Drive, Fort Mill SC 29707, or by email delivered to legal AT redventures DOT com. You must include: (1) your name and residence address; (2) the email address and/or mobile telephone number associated with your account; and (3) a clear statement that you want to opt out of this Agreement to Arbitrate.
* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of Section 1 above will be null and void as to that Dispute.
* This Agreement to Arbitrate will survive the termination of your relationship with us.

2.Unless you and we agree otherwise, if you opt out of the Agreement to Arbitrate, if the Agreement to Arbitrate is found by a court to be unenforceable, if your claim is not covered by the Agreement to Arbitrate, or if you neither are a resident of nor have a principal place of business in the US or Canada, you agree that any Dispute that has arisen, or may arise, between you and us must be resolved exclusively by a state or federal court located in New York County, New York. You and we agree to submit to the personal jurisdiction of the courts located within New York County, New York for the purpose of litigating all such claims or disputes.

3 Notwithstanding any provision in the Agreement to the contrary, you and we agree that if we make a change to this Agreement to Arbitrate (other than a change to the notice address or the site link provided herein) in the future, that change shall not apply to a claim that was filed in a legal proceeding between you and us prior to the effective date of the change. The change shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen, or may arise, between you and us. We will notify you of a change to this Agreement to Arbitrate by posting the amended terms on our Services at least 30 days before the effective date of the change and/or by email.

Miscellaneous

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and agree that such notices will be effective upon our posting them in the relevant Service or delivering them to you via email. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we will not be responsible for failure to notify you. Our failure to exercise or enforce any right or provision in this Agreement will not constitute a waiver of such right or provision. This Agreement, including all additional terms, conditions, and policies on the Services, constitute the entire agreement between you and us and supersede all prior agreements with respect to the subject matter hereof. Nothing in this Agreement affects any non-waivable statutory rights that apply to you. If any part of this Agreement is determined to be invalid or unenforceable under applicable law, that provision will be removed or limited to the minimum extent such that the remainder of this Agreement will continue to be valid and enforceable.

You authorize us to provide information concerning you and your activities to comply with applicable laws or respond to court order, subpoenas, or other lawful requests, or if we believe doing so would protect your safety or that of another person or protect the security of the Services, or as otherwise described in the Privacy Policy.

If you do not agree to this Agreement, you should immediately stop using the Services. If you want to delete your account on a Service, please use contact instructions posted on the Service at which you obtained the account. Any User Submissions you made while using the Services will continue to be governed by this Agreement.

This Agreement is effective until terminated. You may terminate this Agreement at any time by: (i) irretrievably erasing, deleting, or destroying all copies of the Application in your possession or control; and (ii) ceasing to use the Services and Content available through the Application. We may terminate this Agreement at any time for any reason or no reason. However, if you paid us or an authorized Distribution Channel to acquire the Application, and we terminate this Agreement within one year after you made your payment for reasons other than your breach of this Agreement, you may request that we refund a prorated portion of the purchase price corresponding to the portion of such one year period for which our action caused you not to be able to use the Application. All covenants, agreements, representations and warranties made in this Agreement, shall survive your acceptance of this Agreement and the termination of this Agreement; except that upon termination for any reason, all licenses granted by us to you will immediately terminate.

Communications relating to the Services or otherwise referenced within this Agreement may be directed to legal AT redventures DOT com.

2/10/2021, 10:02:10 AM