# CENTRAL TERMS OF SERVICE

En español: [TÉRMINOS DE SERVICIO PRINCIPALES](https://www.tribpub.com/terminos-de-servicio-principales)

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* If the photo or video depicts any children under the age of 13, you affirm that you have written permission from the child’s parent or guardian to provide the photo or video.
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  + contains vulgar, profane, abusive, racist or hateful language, expressions, epithets, slurs, text, photographs or illustrations, or is in poor taste, or is an inflammatory attack of a personal, racial or religious nature;
  + is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
  + may cause any harm or damage to the Site, you, us, or anyone else;
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  + discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law.
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  + violates any robot exclusion headers of the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Site;
  + shares, recompiles, decompiles, disassembles, reverse engineers, or makes or distributes any other form of, or any derivative work from, the Site;
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3. a description of where the material you claim is infringing is located on the Site (providing us with website URL is the quickest way to help us locate content quickly);
4. your address, telephone number, and e-mail address;
5. 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;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

The Site’s copyright agent can be reached as follows:

Copyright Agent, 160 N. Stetson Avenue, 3rd Floor, Chicago, IL 60601, 312-222-4643(voice), 312-222-4567 (fax), copyrightnotice@tribpub.com

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Statute of Limitations. You agree to file any claim regarding any aspect of this Site or these Terms within six months of the time in which the events giving rise to such claim began, or you agree to waive such claim. This statute of limitations provision does not apply to residents of New Jersey.

Disputes. Our Customer Support Department is available at termsofservice@tribpub.com to address any concerns you may have regarding the Site. Our Customer Support Department is able to resolve most concerns quickly to our customers’ satisfaction. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Customer Support Department and good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

For any dispute that is not subject to binding arbitration or otherwise as set forth in these Terms, you and the Site agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in State of Illinois. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

These Terms and the relationship between you and the Site shall be governed by the laws of the State of Illinois without regard to conflict of law provisions.

MANDATORY ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Tribune Publishing agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Section is intended to be interpreted broadly and governs any and all disputes between us, including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Terms, you agree to resolve any and all disputes with Tribune Publishing as follows:

Initial Dispute Resolution. Most disputes can be resolved without resort to litigation. You can reach our Customer Support Department at termsofservice@tribpub.com. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with our Customer Support Department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms’ or Privacy Policy’s formation, performance, and breach), the parties’ relationship with each other, and/or your use of the Site shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed $250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding $250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the Privacy Policy, including but not limited to any claim that all or any part of these Terms or Privacy Policy is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com/)); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, California 94111; and (c) send one copy of the Demand for Arbitration to Tribune Publishing at 160 N. Stetson Avenue, ATTENTION: LEGAL, Chicago, IL 60601.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Tribune Publishing will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Tribune Publishing will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys’ fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in Cook County in the State of Illinois, United States of America, and you and Tribune Publishing agree to submit to the personal jurisdiction of any federal or state court in Cook County, Illinois in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver. The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.YOU AND TRIBUNE PUBLISHING AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes on a class basis.

Exception. *Litigation of Intellectual Property and Small Claims Court Claims:* Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to termsofservice@tribpub.com with the subject line, “MANDATORY ARBITRATION AND CLASS ACTION WAIVER OPT-OUT.” The notice must be sent within thirty (30) days of (a) the Effective Date of these Terms; or (b) the first date that you used the Site that contained any versions of the Terms that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Tribune Publishing also will not be bound by them.

Changes to This Section. Any changes to this section will be made in the same manner as described in the Modifying these Terms section above; however, such changes will only become effective sixty (60) days after the revised Effective Date of these Terms and only will apply prospectively to claims arising after the sixtieth (60th) day. If a court or arbitrator decides that this subsection on “Changes to This Section” is not enforceable or valid, then this subsection shall be severed from the section entitled “Mandatory Arbitration and Class Action Waiver,” and the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the Site.

Survival. This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your account or the Site.

General Provisions

Force Majeure. The failure of the Site to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Site (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

Severability. If for any reason any provision of these Terms is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of these Terms shall continue in full force and effect.

No Waiver. Any failure of the Site to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

No Third-Party Beneficiaries. You agree, except as expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

Section Titles. The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

Termination. In the event of termination of these Terms for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Content, the license(s) you have granted to the Site, the Disputes provisions, and all other provisions for which survival is equitable or appropriate.

Conflicts. In the case of a conflict between these Terms and the terms of any electronic or machine readable statement or policy, these Terms shall control. Similarly, in case of a conflict between these Terms and our Privacy Policy, these Terms control.

No Joint Venture, Partnership, or Agency Relationship. No joint venture, partnership or agency relationship exists between you and the Site. These Terms, our Privacy Policy, any uses of the Site by you, and any information, products, or services provided by the Site to you do not create and shall not be construed to create a joint venture, partnership or agency relationship between you and the Site or Tribune Publishing.

Limitation of Liability and Disclaimer of Warranties are Material Terms of these Terms. You agree that the provisions of these Terms that limit liability and disclaim warranties are essential terms of these Terms of Service.

Entire Agreement. These Terms constitute the entire agreement between you and the Site and supersede all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of these Terms will be binding unless made in writing and signed by Tribune Publishing. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between these Terms and any applicable purchase or other terms, these Terms shall govern.

Effective Date: February 1, 2019