# User Agreement

By Consumer Reports

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This page contains the User Agreement ("Agreement") between you and Consumer Reports, Inc. ("CR"), the nonprofit publisher of this Consumer Reports Web site (the "Site"). The term "Site" as it is used in this Agreement includes any associated online and mobile websites, applications and digital tools (including those related to our consumer policy and mobilization activities) that provide an authorized link to this Agreement ("Mobile Services"). You may wish to print this page for reference.

In this Agreement, "you" and "your" refer to each user of the Site and the Mobile Services.This Agreement sets forth the terms and conditions for your use of the Site and the Mobile Services. By using the Site and/or the Mobile Services, you are agreeing to these terms and conditions. Please read them carefully. Please review our [Privacy Policy](https://www.consumerreports.org/cro/2012/10/consumer-reports-privacy-policy/index.htm) which is a part of this Agreement and describes how CR treats your personal information.

## 1. Your Rights.

CR grants you a non-exclusive, non-transferable, limited right to access, use and display the Site and the Mobile Services and the materials provided thereon, and to download or print content displayed on our Site provided that you comply fully with this Agreement. The contents of the Site and the Mobile Services are only for your personal, non-commercial use. You agree not to interrupt, or attempt to interrupt, the operation of the Site or the Mobile Services or any part of them in any way.

## 2. Automatic Renewal Services, Service Charges and Payment.

CR may charge you fees for certain products or services offered for sale through our Site or the Mobile Services. Certain Site and Mobile Services products and services are available only through the purchase of a membership or subscription ("Paid Services") or other type of paid access. Some Paid Services may be billed either monthly or once annually. You agree to pay, using a valid credit or debit card or other payment method which CR accepts, all fees and charges, including applicable taxes, you have incurred through your account, including the monthly or annual charges to access the Paid Services. The terms for the Mobile Services are described in Section 16 below. The terms for CR's other Paid Services are described in this Section 2. (a) AUTOMATIC RENEWAL SERVICES: In order to provide you with uninterrupted service, most of our online Paid Services such as Consumer Reports digital and print Paid Services such as Consumer Reports magazine or print membership (when purchased online) renew automatically at the end of the applicable subscription or membership period at the rate then in effect. We alert you at the point of offer when a product or service is offered on an auto-renewing basis. As explained below, CR will automatically charge your credit or debit card or other payment method on file for an auto-renewing Paid Service unless you cancel the product or service by going to your Account Settings, logging in with your username and password, and then selecting "cancel membership." Your Account Settings can be accessed through a link in the footer of any page on ConsumerReports.org. If you purchase a Paid Service on an annual basis, you will be sent a reminder notice before the expiration of your term that alerts you to the upcoming renewal charge.(b) Cancelling Services: You may cancel your Paid Services at any time subject to the following terms:If you purchase a one-year Paid Service, which is billed once annually at the time you purchase the Paid Service, you may cancel at any time during that Paid Service year by logging in to your "Account Settings" and selecting "cancel membership." Upon cancellation, CR will refund the remainder of your Paid Service fees on a pro-rata basis that will cover the unused months of your Paid Service. *Partial months will not be refunded.* Your access to a Paid Service will terminate on the next monthly anniversary of your purchase date. For example, if you purchased a one-year Paid Service on January 15 and cancel on May 10, your access will terminate on May 15 and you will obtain a refund for the period May 15 - January 14. If you purchase a one-year Paid Service you may also cancel by calling us at 800-333-0663.If you purchase a Paid Service which is billed monthly, you may cancel at any time by logging in to your "Account Settings" page and selecting "cancel membership." Partial months will not be refunded. Upon cancellation, your access to an online Paid Service will terminate on the next monthly anniversary of your purchase date. For exampe, if you purchase the monthly Paid Service on December 15 and cancel on December 28, your access will terminate on January 14.

If you purchase a print Paid Service online, you may cancel at any time during the Paid Service subscription or membership year by following these steps: go to the "Account Settings" page, click "Print members sign in here." Then "sign in with your account number", enter your Login information (you'll need your account number listed on your publication issue and your Zip Code), click "Print Membership", click "Manage My Membership", and select "Cancel." Upon cancellation, CR will refund you the remainder of your print Paid Service fees on a pro rata basis based on the number of print issues which have not yet been mailed to you. In addition to cancelling a Print Paid Service through your "Account Settings" page, you may also write to us at Consumer Reports, Member Services, P.O. Box 5788, Harlan, IA 51593-1288. Alternatively, you can call us at 1-800-333-0663.

(c) Payment Amount: CR reserves the right to increase fees and surcharges, including fees for Paid Services, or to institute new fees at any time, upon reasonable notice posted in advance on this Site or sent to you based on contact information you provide in your Account Settings. Notwithstanding the foregoing, if you purchase a Paid Service on an annual basis, your rate remains in effect throughout the membership or subscription year, and is subject to increase only for subsequent membership or subscription years. If you purchase a Paid Service on a monthly basis, the rate for that Paid Service is subject to change at any time for subsequent months, effective upon prior notice to you.

(d) Updating Payment Information: If you are enrolled in an auto-renewing Paid Services, you must update your credit or debit card or other payment information promptly to keep your account current, complete and accurate (e.g., for changes in your credit card number, billing address or expiration date). Changes to such information can be made by contacting Member Services at 1-800-333-0663. If your credit or debit card or other payment method information is not current, complete and accurate and you do not notify us promptly when such information changes, your account may be suspended or terminated. In order to avoid service interruption and as a convenience to you, if you do not notify us of updates to your credit or debit card information (e.g., updated account status, payment card number and expiration date), we may try to update your credit or debit card information, either directly or indirectly through third party payment card updating services supported by your card provider, and you authorize us to continue billing your account with the updated information that we obtain. Such updater services may not be available for all credit or debit cards or other payment methods, and you should check with your card issuer to determine eligibility.

(e) Updating Registration Information: For purposes of identification and billing, you agree to provide CR with accurate, complete, and updated information required when purchasing a product or service on our Site, including registering for a Paid Service ("Registration Information"). Registration Information may include your name, address, telephone number(s), email address and applicable credit or debit card or other payment method data (e.g., payment card number and expiration date). You may check your "My Account" page to determine whether your Registration Information is current and accurate. You may update your Registration Information at any time through the My Account feature by clicking the My Account link located at the top of the ConsumerReports.org home page and logging in with your username and password. Failure to comply with this provision (including without limitation falsification of any Registration Information) may, at CR's option, result in immediate suspension or termination of your right to use our Site, including the Paid Services.

(f) Unauthorized Use: You agree to promptly update your Registration Information in your "Account Settings" page if you know of or suspect unauthorized use of your Paid Service or other product or service, or in the event of any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your credit or debit card or other payment method information. In the event of a breach of security on your part, you will remain liable for any unauthorized use of your Paid Service or other product or service until you update your Registration Information. If your credit or debit card expires, is canceled, is lost or is subject to use without your authorization, or if your Paid Service or other Site service is subject to use without your authorization, go to your "Account Settings" page to update your Registration Information or call Member Services at (800) 333-0663.

(g) Other Charges: In addition to the charges set forth above, you are responsible for all charges associated with connecting to the Site, including without limitation all telephone access lines (including long-distance charges, when applicable), telephone and computer equipment and any service fees necessary to access our Site, including any messaging, data and other rates and fees applied by your mobile communications carrier for use of the Mobile Services.

## 3. Membership.

By purchasing a Paid Service, by requesting a newsletter or other product or service, by providing your email address to receive information or participate in a campaign, by creating a new user account, or by logging into an existing user account, you are considered a CR member entitled to membership benefits based on your membership type. Please go to [www.consumerreports.org/membership](https://www.consumerreports.org/membership) for details regarding the different membership types, which are subject to change. Your Membership type determines the benefits you will receive. For a list of the benefits associated with each membership type, please go to [www.consumerreports.org/membership](https://www.consumerreports.org/membership). Please note that the benefits are only those that are listed on the Site at any given time and are subject to change with or without notice.

If you purchased a print and/or digital Paid Service, you are entitled to paid member benefits and will be billed for your print and/or digital membership based on the terms you signed up for, including the applicable billing and renewal terms.

## 4. Sales Tax

Consumer Reports may collect applicable sales and/or use tax on sales of the Paid Services and remit those taxes to the appropriate state or local jurisdiction.

Consumer Reports collects simplified sellers' use tax on taxable transactions delivered into Alabama. The tax is remitted on the customer's behalf to the Alabama Department of Revenue. Consumer Reports' program account number is SSU-R010289381.

## 5. Copyright and Trademarks.

All materials available on the Site and through the Mobile Services, including without limitation text, data, images, software and downloadable software applications, audio and video clips, databases, and ratings, (collectively, the "Content") are owned or controlled by CR or the party credited as the provider of the Content. The respective owner retains all right, title, and interest in and to its Content. The Site and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws.You may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit Content available via the Site or the Mobile Services, including without limitation our product reviews and ratings and those product reviews and ratings posted by other users, for any public and/or commercial use without the prior written permission of CR. You may not download, republish, transmit, reproduce or otherwise use any Site photographs or videos as a stand-alone file.You agree not to use any trademarks, service marks, names, logos, or other identifiers of CR or its employees, licensors, independent contractors, providers and affiliates (collectively, "Affiliates") without the prior written permission of CR or the relevant Affiliate. In addition, you may not use our trademarks:

(a) in, as, or as part of, your own trademarks or those of any third parties;

(b) to identify products or services that are not those of Consumer Reports;

(c) in a manner likely to cause confusion; or

(d) in a manner that implies that Consumer Reports sponsors or endorses or is otherwise connected with your own activities, products, and services or those of third parties

CONSUMER REPORTS®, CONSUMERS UNION® and other related marks used on this Site and in the Mobile Services are registered trademarks of Consumer Reports, Inc. in the United States and other countries.

## 6. Site Tools and Communications.

CR may make available to users of the Site e-mail notices, newsletters, chat rooms, community forums, online chat interactive features, message boards, bulletin board services, user product reviews and ratings features and tools, and other facilities or means by which users can interact with, submit content to, and otherwise communicate with the Site (the foregoing collectively referred to herein as the "Site Tools"). The Site Tools include certain features and tools that allow users of the Site to submit reviews and ratings of products (collectively, "Reviews") and/or read reviews and ratings of products submitted by other Site users (“Review Tools”). You are solely responsible for the content of any transmissions you make using any Site Tool or otherwise to the Site, including without limitation any Review, rating, test result, story, anecdote, background, experience, question, suggestion, recommendation or other communication submitted using any Site Tool (the foregoing, collectively, "Communications"). CR is not responsible for any statements, representations, descriptions, comments, or opinions in Communications transmitted using any Site Tool or otherwise posted on the Site, including without limitation any errors or omissions in any Review, or any loss or damage of any kind incurred as a result of the use of the Review Tool or the use of any content posted in a Review. CR cannot review all Communications made on or through the Site. CR and its Affiliates do not endorse or accept any Communications as their own or representative of their views.

## 7. Communicating on or through the Site.

BY TRANSMITTING ANY COMMUNICATION TO THE SITE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR ANY SUBSEQUENT MODIFICATION THEREOF, DO NOT SUBMIT ANY COMMUNICATION USING ANY SITE TOOL OR OTHERWISE TO THE SITE (INCLUDING WITHOUT LIMITATION ANY REVIEW) AND/OR USE ANY REVIEW TOOL.

By transmitting any Communication to the Site, you grant CR an irrevocable, non-exclusive, worldwide, perpetual, unrestricted, royalty-free license (with the right to sublicense) to use, reproduce, distribute, publicly display, publicly perform, modify, edit, create derivative works from, incorporate into one or more compilations and reproduce and distribute such compilations, and otherwise exploit such Communications, together with any personal information transmitted with your Communications (such as name, user name and photograph), in all formats and in all media now known or later developed.

You acknowledge and agree that any Communications made to or by means of any Site Tool are public and you have no expectation of privacy in any such Communication. No confidential, fiduciary, contractually implied or other relationship is created between you and CR by reason of your transmitting a Communication to any Site Tool.

CR reserves the right, but has no obligation, to monitor the Site Tools and edit, modify or delete any Communications (or portions thereof) which CR in its sole discretion deems inappropriate, offensive or contrary to any CR policy, or that violate this Agreement.You agree not to upload or distribute to, or otherwise publish through the Site or the Site Tools, any Communication which

(i) is for commercial purposes or otherwise advertises or solicits for the sale of goods or services;

(ii) is obscene, indecent, pornographic, profane, sexually explicit, threatening, or abusive;

(iii) constitutes or contains false or misleading indications of origin or statements of fact;

(iv) slanders, libels, defames, disparages, or otherwise violates the legal rights of any third party;

(v) causes injury of any kind to any person or entity

(vi) infringes or violates the intellectual property rights (including copyright, patent and trademark rights), contract rights, trade secrets, privacy or publicity rights or any other rights of any third party;(vii) violates any applicable laws, rules, or regulations;(viii) contains software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or(ix) impersonates another person or entity, or that collects or uses any information about Site visitors.

With respect to your conduct while publicly posting a Review or using any Review Tool, you agree not to:(i) attempt to disguise the origin of any content transmitted;(ii) act in any manner that could negatively affect other users' ability to use the Site;(iii) impersonate any person or entity, including, without limitation, a moderator or a manufacturer or owner of any product, or falsely state or otherwise misrepresent your affiliation with a person or entity; or(iv) upload, post or otherwise transmit any content that:

- is not relevant to the product, service, person or entity being reviewed or rated;

- you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, copyrighted material, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or

- is unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

In addition to the grant of rights described above, by transmitting Reviews to the Site, you hereby grant CR the right to use on the Site the user name, identifier, or any portion thereof, and any photograph submitted or otherwise transmitted in connection with such Reviews, if CR so chooses.

You further represent and warrant that (i) the Reviews you submit are either original to you, or all third party rights have been fully cleared for use as contemplated by this Agreement; (ii) such Reviews do and will not, in any way, violate or breach any of the terms of this Agreement, and (iii) CR shall not in any circumstance be required to pay or incur any sums to any person or entity as a result of its use or exploitation of the Reviews.

CR may take any or no action with respect to Reviews submitted to the Site including, without limitation, deleting, editing, modifying, rejecting, or refusing to post such Reviews with no notice and at CR's sole discretion. CR may use your user name, geographical location or other identifier to attribute authorship of Communications to you. CR reserves the right to report information from Reviews to appropriate government agencies in connection with any consumer safety and related concerns.You hereby waive all rights generally known as "moral rights" in your Communications (including your stories, test results, ratings, and Reviews), to the extent they can be waived, under any existing or future law of any jurisdiction. If it is determined that you retain "moral rights" (including rights of attribution or integrity) in Communications, you agree and warrant that (i) you do not require that any personally identifying information be used in connection with the Communications; (ii) you have no objection to the publication, use, modification, deletion and exploitation of the Communications on the Site in all forms and media and all manners, including composite, digitally changed, enhanced, or distorted representations, for any lawful purpose, including but not limited to, marketing, social media, promotional materials, and any other physical or digital form; and (iii) you forever release CR, its licensees and its successors and assigns, from any claims that you could otherwise assert against them by virtue of any such uses, including any claims for moral rights.

CR reserves the right to (i) screen Communications for errors, profanity, indecency, mistakes, relevancy, and potential violation of third-party personal or proprietary rights (such as infringement of intellectual property rights, defamation, etc.); (ii) edit, modify, remove or disable access to any content that violates these provisions or that CR deems objectionable; and (iii) investigate any misuse of any Review Tool, or its systems, equipment or network. Without limitation of the foregoing, CR reserves the right to report any activity or persons (including the disclosure of appropriate user information) to appropriate law enforcement officials, regulators, or other appropriate third parties that CR suspects has violated any law or regulation. CR also may cooperate with appropriate law enforcement agencies to assist in the investigation and prosecution of any illegal conduct.

## 8. Unsolicited E-Mail.

You agree not to use the Site Tools or any other area of the Site to send the same or substantially similar unsolicited electronic mail messages, whether commercial or not, to a large number of recipients. This prohibition includes sending unsolicited mass mailings from another Internet service which in any way involves the use of the Site or any equipment owned or operated by CR in connection with the Site. Any violation of this Section shall be determined by CR in its sole discretion.

## 9. Health Content and Usage.

The Site and the Mobile Services contain educational information concerning health and safety, diet and nutrition advice, exercise and fitness, and information about treatments and drugs, including alternative medicines. This information is intended for you to use in discussions with your physician or other qualified healthcare provider. CR encourages you to print out the information contained in this section of our Site for discussion with your healthcare provider. Please note that health or nutrition-related content is for educational use only and is not a substitute for professional medical advice, diagnosis or treatment. Unfortunately, CR cannot help you with individual medical questions. Always seek the advice of your physician or qualified healthcare provider with any questions you may have regarding a medical condition. **Never disregard, avoid or delay in obtaining medical advice from your doctor or other healthcare professional**.

CR follows a rigorous editorial process to ensure that health-related information available via our Site and Mobile Services is accurate and describes generally accepted clinical practices. If CR finds, or is alerted to an error, we will correct it as quickly as possible. If you notice what you believe to be an error contained in any health-related content, please notify us by sending an e-mail to *askourhealthexperts@cro.consumer.org*.

## 10. Notice of Copyright Infringement.

We intend that all content provided on our Site and the Mobile Services respect the copyright and other proprietary rights of third parties. When Site visitors post content on our Site, of course, we are unable to monitor the copyright ownership of all posted content. If at any time you believe that any content on our Site infringes your copyrighted material, then you may request the content be removed from the Site in accordance with the Copyright Act, 17 U.S.C. 512(c)(3), and procedures described below.

You must send a notice that complies with the Copyright Act, 17 U.S.C. §512(c)(3) ("Notice") to the agent we have designated with the Copyright Office:

Manager of Legal Services Telephone: (914) 378-2387 Email: *legaldept@consumer.org*

To comply with the Copyright Act, your Notice must be in writing and must include:

(i) A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

(v) A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When we receive a Notice that complies with the Copyright Act, we will remove the identified material promptly. We will promptly take reasonable steps to inform the user who posted the allegedly infringing material (the "alleged infringer") of the Notice and subsequent removal. The alleged infringer may then provide us with a counter-notice ("Counter-Notice") that the initial infringement notice was erroneous. Such Counter-Notice must be in writing and must include:

(i) A physical or electronic signature of the alleged infringer;

(ii) Identification of the material removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

(iii) A statement under penalty of perjury that the alleged infringer has a good-faith belief that the material was removed or access to it disabled as a result of error;

(iv) The alleged infringer's name, address, and telephone number; and

(v) A statement of consent to jurisdiction in federal district court and that the alleged infringer consents to service of process from the complaining party or its agent.

Upon receipt of a Counter-Notice, we will notify you of the Counter-Notice and restore the material within 10 to 14 business days of receipt of the Counter-Notice unless you inform us that you have filed an action seeking a court order to restrain the allegedly infringing party from engaging in infringing activity relating to the material on our Site.

Please note: the email address of our Designated Agent is intended specifically for the receipt of notices of claimed infringement under the Digital Millennium Copyright Act of 1998, 17 U.S.C. §512. It is not intended for the general inquiries and permission requests concerning the use of our content. If you wish to request permission to reproduce any of our content, please [click here](https://www.consumerreports.org/cro/about-us/no-commercial-use-policy/index.htm). If you have general inquiries, please [click here](https://www.consumerreports.org/customer-care/) to be redirected to the FAQ section of our Site.

## 11. Your password.

As part of the registration process for access to CR products and services, you will select a password. This password is for your individual use only. You are solely responsible for maintaining the confidentiality of any password you use to access free or Paid Services and other products and features, and agree that CR will have no obligations with regard thereto.

## 12. Information Provided.

You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the Site or the Mobile Services, including the Communications, is at your sole risk. CR reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of the Site or Mobile Services, or to deny access to the Site or Mobile Services to anyone acting in violation of this User Agreement at any time. You acknowledge and agree that CR is not responsible for any materials posted by users of the Site or Mobile Services. Prior to purchasing any third-party products or services described on the Site or Mobile Services, you are advised to verify pricing and other information. Neither CR nor its Affiliates shall have any liability arising from your purchases of third-party goods or services based upon the information provided on the Site or Mobile Services.

## 13. Certain Communications.

Please note that when you purchase our products and services or otherwise provide us with any information, you expressly consent to our communicating with you about our products and services using the information you provided to us and acknowledge that we have the authority to contact you via the information you provide. This means we may contact you, in person or by recorded message, e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your telephone or other telecommunications device may be capable of receiving.

## 14. No-Commercial Use Policy.

You agree to use the Site, the Site Tools and products and services you purchase through our Site, including the Paid Services, and the Mobile Services only in a noncommercial manner and in compliance with CR's [No-Commercial Use Policy](https://www.consumerreports.org/cro/about-us/no-commercial-use-policy/index.htm). You specifically agree not to post, transmit or otherwise distribute to the Site (including without limitation using any Site Tools) or through the Mobile Services any material containing any solicitation of funds, advertising or solicitation for goods or services. We encourage you to report any apparent violation to us: Write to Consumer Reports, Legal Dept., 101 Truman Ave., Yonkers, NY 10703.

## 15. Links to Other Sites.

The Site or the Mobile Services may contain links and pointers to other sites on the Internet which may be maintained by third parties. Such links do not constitute an endorsement by CR or its Affiliates of any third-party site or any materials contained therein. CR and its Affiliates do not control, and are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

16. Mobile Services.

Our Mobile Services include the following products and services accessible via your mobile phone or device: (a) the ability to access and receive downloadable mobile applications and (b) the ability to receive and reply to messages and to send content and messages using text messaging. In addition to the other general terms and conditions set forth in this Agreement, the following provisions apply specifically to the Mobile Services:

(a) In order to access certain Mobile Services, you must have a mobile communications device with paid access to a participating carrier and otherwise have access to a mobile communications network through which the applicable Mobile Services are made available, and any carrier services, such as a data plan, necessary to both access and download content and engage in messaging services.

(b) In addition to any fees payable for the Mobile Services, your mobile communications carrier's normal messaging, data and other rates and fees will apply to your use of certain Mobile Services. You should check with your carrier to find out what plans are available and how much they cost. Your carrier may prohibit or restrict certain Mobile Services and certain Mobile Services may be incompatible with your carrier or mobile device.

(c) By using Mobile Services you agree that certain information about your usage of the Mobile Services will be communicated to us. For more information about the types of information we collect from users of the Site and the Mobile Services, please see our [Privacy Policy](https://www.consumerreports.org/cro/customerservice/privacy-policy/highlights/index.htm).

(d) If you have registered your mobile number for Mobile Services, you agree to notify us of any changes to your mobile number. Subscribers of our Site's Paid Services may update their mobile number information through My Account available via the Site. If you subscribe solely to one or more Mobile Services, please contact us at (800) 333-0663 to update your mobile number.

(e) You represent and warrant to CR that you are an authorized user of the mobile devices providing access to the Mobile Services and that you are authorized to enter into this Agreement on behalf of the subscriber of the mobile communications carrier for the device.

(f) You acknowledge and agree that any downloads made available as part of the Mobile Services are owned by CR, its affiliates, and/or licensors, as applicable, and are protected by intellectual property laws. CR hereby grants, and you hereby accept, a limited, non-exclusive, non-transferable, revocable right to download and use the object code version of the download(s) and the corresponding Mobile Services on a designated compatible mobile device solely for your own personal non-commercial use. You further acknowledge and agree that you may not reproduce, modify, perform, transfer, distribute, sell, create derivative works of or otherwise use or make available the download(s) except as expressly provided in this Agreement. No license is granted to you by this Agreement in the human readable code, known as the source code, of the mobile content accessed or downloaded on your mobile device, and no rights are granted to you by this Agreement in any patents, copyrights, trade secrets, trademarks or any other rights in respect of the mobile content downloaded on your mobile device. You may not, or attempt to (or otherwise authorize, encourage or support others' attempts to) circumvent, re-engineer, decrypt, break or otherwise alter or interfere with the Mobile Services.

(g) When you purchase certain Mobile Services from CR, the applicable fees may be billed through your mobile communications carrier and appear on your mobile phone bill. You agree to pay your mobile communications carrier for any and all fees associated with such Mobile Services you purchase. From time to time, CR may change the fees associated with certain Mobile Services. Any such changes are applicable only to future Mobile Services purchases you make.

(i) You agree that CR, at its sole discretion, may at any time terminate your use of the Mobile Services if CR believes that you have violated this Agreement. You agree that upon termination of your access to the Mobile Services under any provision of this Agreement, CR may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Mobile Services. Further, you agree that CR shall not be liable to you or any third party for any termination of your access to the Mobile Services. If you cancel your account or subscription plan for any reason, CR will not refund any of your fees paid to date, except as expressly provided in this Agreement.

## 17. Age Restrictions.

You represent and warrant to CR that you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Agreement and to use the Site and/or the Mobile Services in accordance with this Agreement.

## 18. Financial Responsibility.

You agree not to assign, transfer or sublicense your rights as a subscriber to the Paid Services or any Mobile Services. You agree to be financially responsible for all usage or activity on your Paid Services or Mobile Services account.

## 19. Indemnification.

You hereby agree to indemnify, defend and hold harmless CR and its Affiliates from and against any and all liability and costs incurred by CR or the Affiliates in connection with any claim arising out of any breach or alleged breach of any of your representations, warranties or obligations set forth in this Agreement. You shall cooperate as fully as reasonably required in the defense of any claim. CR reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of CR.

## 20. DISCLAIMER OF WARRANTY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MOBILE SERVICES AND THE SITE (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES OR OTHER PAID OR UNPAID PRODUCTS OR SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED "AS IS" AND "AS AVAILABLE." CR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE, THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES OR THE MOBILE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE, THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES OR THE MOBILE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE, INCLUDING THE SITE TOOLS OR THE SERVER(S) ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CR AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED), COMPATIBILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT.

## 21. LIMITATION OF LIABILITY.

USE OF THE SITE AND THE MOBILE SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING WITHOUT LIMITATION SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THE SITE AND THE MOBILE SERVICES.

UNDER NO CIRCUMSTANCES SHALL CR OR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY THIRD-PARTY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES, SITE SOFTWARE OR SITE CONTENT FOR CR OR ITS AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY AND/OR DEATH, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES OR THE MOBILE SERVICES, EVEN IF CR, ITS AFFILIATES, OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES, CONTENT OR SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE TOTAL LIABILITY OF CR AND ITS AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES AND THE MOBILE SERVICES. YOU HEREBY RELEASE CR AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THESE KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## 22. Termination.

In addition to any other rights of the parties set forth herein, CR may cancel or terminate this Agreement at any time. CR also reserves the right to restrict, suspend or terminate your access to the Site, the Paid Services or other subscription or membership-based services and/or the Mobile Services in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If CR terminates this Agreement (and therefore your access to the Site) based on a breach of any portion of this Agreement, CR reserves the right to refuse to provide access to the Site, the Paid Services or other subscription or membership-based services or the Mobile Services to you in the future.

## 23. Modifications

(a) *To the Agreement.*

CR has the right to modify this Agreement and any policies affecting the Site and the Mobile Services, including without limitation the No-Commercial Use Policy. Any modification is effective immediately upon posting to the Site or distribution to you via electronic mail, conventional mail or text messaging (in the case of Mobile Services users). Your continued use of the Site or Mobile Services shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of CR in providing the Site or the Mobile Services, including without limitation:

(i) any change in the Content, or

(ii) any change in the amount or type of fees associated with the Paid Services or print subscription products purchased through our Site,

is to cancel your subscription in accordance with instructions provided in Section 2 above.

(b) *To the Site and/or Mobile Services*.CR has the right to modify, suspend or discontinue the Site, the Mobile Services or any portion thereof at any time, including the availability of any area of the Site and the Paid Services and the Mobile Services. CR may also impose limits on certain features and services or restrict your access to parts or all of the Site or Mobile Services without noticeor liability.

24. General.

This Agreement constitutes the entire agreement between you and CR with respect to the Site and the Mobile Services and, if applicable, your purchase of CR's products and services offered through this Site and the Mobile Services (including the Paid Services), and supersedes all prior agreements between you and CR. Failure by CR to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. Interpretation and enforcement of this Agreement shall be governed by the laws of the state of New York (excluding its choice of law rules). All claims arising out of or relating to this Agreement will be litigated exclusively in the federal or state courts of New York, New York, USA and you consent to personal jurisdiction in those courts. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possibleto reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

The following sections of this User Agreement do not apply to New Jersey residents or transactions: 19 (Indemnification), 20 (Disclaimer of Warranty), 21 (Limitation of Liability) and the first sentence of Section 24 (General) ©2020 Consumer Reports, Inc.Last updated on July 2, 2020.

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