**HUFFPOST USER AGREEMENT**

**Effective Date**: Feb. 16, 2021

This User Agreement (collectively with HuffPost’s Privacy Policy at [www.huffpost.com/static/privacy-policy](https://www.huffpost.com/static/privacy-policy) and DMCA Copyright Policy at [www.huffpost.com/static/huffpost-dmca-copyright-policy](https://www.huffpost.com/static/huffpost-dmca-copyright-policy), the "User Agreement") applies to your use of all sites, mobile sites, and mobile applications (collectively, the "Sites") to which this User Agreement is linked, and the services, features, content or applications (together with the Sites, the "Services") offered by HuffPost, a member of the BuzzFeed, Inc. group of companies (“HuffPost,” "we," "us," or "our") on the Sites. Please read this User Agreement carefully as it sets forth the legally binding terms and conditions for your use of our Services.

THIS USER AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH INCLUDES A CLASS ACTION, CLASS ARBITRATION, AND JURY TRIAL WAIVER. THESE PROVISIONS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ACCEPTING THESE TERMS, YOU EXPRESSLY AGREE TO BE BOUND BY AND ABIDE BY THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION PROVISION AND THE CLASS ACTION WAIVER PROVISION.

### Acceptance of User Agreement

1. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to this User Agreement and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.
2. Certain Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into this User Agreement by this reference.
3. This User Agreement applies to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

### MANDATORY ARBITRATION FOR U.S. USERS - CLASS ACTION, CLASS ARBITRATION, AND JURY TRIAL WAIVER

**PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION OR AS A MEMBER OF A CLASS.**

**ARBITRATION.** YOU AND WE AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US (INCLUDING DISPUTES RELATED TO THIS USER AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY), WILL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. **YOU AND WE EACH AGREE THAT CLASS OR REPRESENTATIVE ARBITRATIONS, AS WELL AS CLASS OR REPRESENTATIVE ACTIONS, ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES, AND THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.**

You and we each agree that you and we are further waiving our respective rights to sue or go to court to assert or defend our rights under this User Agreement. You and we each agree that the Federal Arbitration Act and federal arbitration governs the interpretation and enforcement of this provision.

For all disputes, whether pursued in small claims court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to:

**BuzzFeed, Inc.**

ATTN: Office of the General Counsel

111 E. 18th St

New York, NY 10003

We each agree to negotiate your claim in good faith. If we are unable to resolve the claim within 60 days after we receive your written description, you may pursue your claim in arbitration. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this User Agreement.

**Either you or HuffPost may start arbitration proceedings.** You must send a letter requesting arbitration and describing your claim to us at the address listed above. The dispute will be arbitrated by a neutral arbitrator mutually agreeable to both of us. If we cannot agree on the selection of an arbitrator within 30 days of the date that the request for arbitration was received by us, the dispute will be arbitrated by JAMS arbitration services. The arbitrator will use the JAMS Comprehensive Arbitration Rules and Procedures, subject to the JAMS Consumer Arbitration Minimum Standards (collectively, the “JAMS Rules”), unless any such rules are inapplicable to the dispute by their terms or by governing law, or unless we agree to use a different set of rules. Payment of the parties’ costs and fees owed to JAMS and the arbitrator will be determined by the JAMS Rules and fee schedule, where applicable, and in such case will be subject to any limitations on the costs and fees owed to you as provided in the JAMS Rules. The JAMS Rules are available at [www.jamsadr.com](https://www.jamsadr.com/) or by calling 1-800-352-JAMS.

An arbitrator may award (on an individual basis) any relief that would be available in a court, including injunctive or declaratory relief and attorneys’ fees.

**Severability.** If a court or arbitrator determines in an action between you and us that any of the provisions or prohibitions contained above is unenforceable, then all of the preceding language in this Mandatory Arbitration for U.S. Users section will be null and void.

This Mandatory Arbitration for U.S. Users will survive the termination of your relationship with us.

### Eligibility

If you are below the age of consent under applicable law in the country in which you reside, then your parent or legal guardian must read and accept the terms and conditions of this User Agreement in your name and on your behalf.

In the U.S., you must be at least 16 years of age to use the Services. By using the Services, you represent and warrant that you are at least 16 years of age. If you are under age 16, you may not, under any circumstances or for any reason, use the Services. Our Sites are not targeted to nor meant for anyone under 16 years of age. If you become aware of anyone using the Services who is under the age of 16, please report this to: huffposthelp@buzzfeed.com. We do not knowingly collect information from anyone under the age of 16.

We may, in our sole discretion, refuse to offer the Services to any person or entity for any reason. We may also change this eligibility criteria at any time, in our sole discretion.

You are solely responsible for ensuring that your use of the Services is in compliance with all laws, rules and regulations applicable to you. If you are a minor, you may wish to consult your parents about what portions of the Services are appropriate for you.

Further, the Services are offered only for your personal use, and not for the use or benefit of any third party.

### Registration.

You may register for an account on the Services (an "Account") or log in using your Facebook or Google login information. To use certain portions of the Services, you are not required to sign up for an Account. However, certain features of the Services, such as posting to community pages on the Site, require you to register for an Account.

When you register for an Account, you must provide accurate and complete information and keep your Account information updated. You shall not: (i) choose a username that is the name of another person, with the intent to impersonate that person; (ii) choose a username that is subject to any rights of a person other than you without appropriate authorization; or (iii) choose a username that is otherwise offensive, vulgar or obscene. You are solely responsible for all of the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without their permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account. Please go to our Consent Preferences Center at [www.huffpost.com/static/consent-preferences](https://www.huffpost.com/static/consent-preferences) for more information on Account deletion.

By using our Services through Facebook or Google, you permit us to access certain information from your Facebook or Google account for use by the Services. You may control the amount of information that is accessible to us by adjusting your Facebook or Google account privacy settings. By using the Services, you are authorizing us to collect, store, retain, and use, any and all information that you permitted Facebook or Google to provide to us in accordance with our Privacy Policy at [www.huffpost.com/static/privacy-policy](https://www.huffpost.com/static/privacy-policy).

### Content

For purposes of this User Agreement, the term "Content" includes, without limitation, any information, data, text, photographs and other images, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

**User Content.** All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent to us that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting from your actions. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate or available.

**Intellectual Property Rights.** The Services may contain Content specifically provided by us, our partners or our users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You shall abide by all copyright or other legal notices, information, and restrictions contained in any Content accessed through the Services (“Protected Content”). The trademarks, logos, trade names, trade dress, and service marks, whether registered or unregistered (collectively the “Trademarks”) displayed on the Services are Trademarks of BuzzFeed and its third party partners. Nothing contained on the Services shall be construed as granting by implication or otherwise, any license or right to use any Protected Content or Trademarks displayed on the Services without the written permission of BuzzFeed or such third party that may own the Protected Content or Trademarks.

Any unauthorized commercial use of the Content or Trademarks will violate the intellectual property rights of BuzzFeed and/or third parties associated with BuzzFeed and will be subject to BuzzFeed’s and/or those third party’s full legal rights and remedies.

**User License.** Subject to this User Agreement, we grant each user of the Services a worldwide, non-exclusive, revocable, non-sublicensable and non-transferable license to view, print, download, and display locally Content, to the extent we hold such rights, solely for the user’s personal use of the Services. Use, reproduction, modification, distribution or storage of any Content for any other purpose is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

**License Grant.** By submitting User Content through the Services, you grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable, license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), including after your termination of your Account or the Services. For the sake of clarity, the foregoing license grant includes our right to distribute, display, perform and otherwise use the User Content in connection with material provided by our advertisers and other business partners, and you shall not be entitled to any remuneration for such use. To the extent any User Content you submit includes any biographical information, including your name, likeness, voice, or photograph, you acknowledge and agree that this license shall apply to the same. You also grant each user of the Site and/or the Services a non-exclusive, perpetual license to access your User Content through the Site and/or the Services, including after your termination of your Account or the Services. For clarity, the foregoing license grants to us and our users do not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

Except where prohibited by applicable law, by submitting User Content through the Services, you are waiving and agreeing not to assert any trademarks, copyrights, rights of publicity, or “moral” rights or claims resulting from our alteration of the User Content or any photograph(s), footage, illustrations, statements or other work contained in the User Content. You are also agreeing to appoint HuffPost as your irrevocable attorney-in-fact with respect to the User Content, with the right to execute and deliver any documents, in your name and on your behalf, to ensure that HuffPost can use the User Content that you are licensing in any way HuffPost sees fit to own and protect the rights in any derivative works created from your User Content, and to have the User Content removed from any other website or forum.

Unless prohibited by applicable law, upon request from HuffPost, you agree to execute and deliver any such additional documents that HuffPost deems reasonably necessary to establish our ability to use the User Content as we see fit and that “Moral Rights of Authors” are waived under this User Agreement. Should HuffPost fail to request any licenses or other documents, that shall not be deemed a waiver of HuffPost’s rights and we may request any such documents at a later time.

Unless otherwise agreed upon in writing by you and HuffPost, you may not use any third party platforms, other than your own website or your own social media pages, to link to or distribute the Content.

**Availability of Content.** We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) monitor, remove, edit, modify or otherwise manipulate any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated this User Agreement), or for no reason at all and (ii) to remove or block any Content from the Services.

**Third Party Affiliates.** We participate in affiliate marketing and may allow affiliate links to be encoded on some of our pages. This means that we may earn a commission if/when you click on or make purchases via affiliate links. If you purchase any of the products or services offered by these third parties, you are purchasing directly from those third parties, not from HuffPost. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these third parties (including the content of their websites, their availability, or their pricing). HuffPost does not assume any responsibility or liability for the actions, products, services, or content of these third parties. These third parties may have their own terms and privacy policies, which you should review carefully.

### Rules of Conduct

As a condition of use, you promise not to use the Services for any purpose that is prohibited by this User Agreement. You are responsible for all of your activity in connection with the Services. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:

1. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty (see our DMCA Copyright Policy at [www.huffpost.com/static/huffpost-dmca-copyright-policy](https://www.huffpost.com/static/huffpost-dmca-copyright-policy) );
2. you know is false, misleading, untruthful or inaccurate;
3. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
4. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
5. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
6. impersonates any person or entity, including any of our employees or representatives; or
7. includes anyone's personal data (as defined in our [Privacy Policy](https://www.huffpost.com/static/privacy-policy)), identification documents, or other sensitive information, without having their prior consent.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Services; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You must abide by all applicable local, state, national and international laws and regulations.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce this User Agreement, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of us, our users and the public.

**Third Party Services.** The Services may permit you to link to other websites, services or resources on the Internet, including but not limited to our sponsors, Facebook, and Google, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of such websites or resources. If you believe that any linked content on other websites, services or resources violates applicable law or may be inappropriate, please notify us. We will review the linked content and may, in our sole discretion, remove the link from the Services. The inclusion of any such link does not imply any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

**Additional Terms May Apply.** Depending on the Content or features included in the Services, additional terms may apply (“ **Additional Terms** ”). Additional Terms may also apply for promotions, sweepstakes, contest, giveaways, or similar programs. If this User Agreement is inconsistent with any Additional Terms, the Additional Terms will control.

**Our Communications to You.** We may communicate with you electronically, including by posting notices on the Site or by responding to your emails. You agree that all agreements, notices, disclosures or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**Feedback and Unsolicited Material.** Any feedback, comments, or suggestions you may provide regarding the Site or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any compensation or obligation to you.

**Termination.** We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your Account. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Services. All provisions of this User Agreement which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### Warranty Disclaimer

We have no special relationship with or fiduciary duty to you. You acknowledge that HuffPost has no duty to take any action regarding:

1. which users gain access to the Services;
2. what Content you access via the Services; or
3. how you may interpret or use the Content.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, OUR AFFILIATES, AND OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, CONTRACTORS, AND CONTENT PROVIDERS (COLLECTIVELY, THE “BUZZFEED ENTITIES”) DO NOT REPRESENT OR WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**Indemnification.** You shall defend, indemnify, and hold harmless the BuzzFeed Entities from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to: (i) your use or misuse of, or access to, the Services, Content, Trademarks, or otherwise from your User Content; (ii) any violation of this User Agreement, or any infringement by you of any intellectual property or other right of any person or entity; or (iii) any third party using your Account or identity in the Services. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

**Limitation of Liability.** IN NO EVENT SHALL THE BUZZFEED ENTITIES BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES: (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING); (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION); OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) $500.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Governing Law and Jurisdiction.** This User Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law principles, except on matters governed by the Federal Arbitration Act. Without waiving the foregoing arbitration clause, you agree that any dispute arising from or relating to the subject matter of this User Agreement shall be governed by the exclusive jurisdiction and venue of the state and federal courts of New York County, New York, except where the jurisdiction and venue are mandated by applicable law.

**Modification.** We reserve the right, in our sole discretion, to modify or replace any part of this User Agreement, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check this User Agreement periodically for changes. Your continued use of the Services following notification of any changes to this User Agreement constitutes acceptance of those changes.

### Miscellaneous

**Entire Agreement and Severability.** This User Agreement is the entire agreement between you and us with respect to the Services, including use of the Site, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of this User Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this User Agreement will otherwise remain in full force and effect and enforceable.

**Import and Export Jurisdiction.** Content and software from the Site may be subject to U.S. export jurisdiction and the import jurisdiction of other countries. In connection with your use of this Site, you are solely responsible for complying with all applicable export, re-export, and import control laws and regulations of all applicable jurisdictions, including, but not limited to, those of the U.S. Department of Commerce, Export Administration Regulations, 15 CFR Parts 730-774, the International Traffic in Arms Regulations, country-specific economic sanctions programs implemented by the Office of Foreign Assets Control and export and import control laws and regulations of any other countries. You may not, directly or indirectly, use, distribute, transfer or transmit content or software from this Site, whether by way of a direct product or of such materials or products, software, or other technical information into which content or software from this Site has been incorporated, except in compliance with all applicable export and import laws and regulations of all relevant jurisdictions.

**Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**Assignment.** This User Agreement is personal to you, and is not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

**Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of this User Agreement and neither party has any authority of any kind to bind the other in any respect.

**Notices.** Unless otherwise specified in this User Agreement, all notices under this User Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to info@buzzfeed.com.

**No Waiver.** Our failure to enforce any part of this User Agreement shall not constitute a waiver of our right to later enforce that or any other part of this User Agreement. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with this User Agreement to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

**Headings.** The section and paragraph headings in this User Agreement are for convenience only and shall not affect their interpretation.

**Contact and Company details.** BuzzFeed, Inc. is a Delaware corporation with its headquarters at 111 E. 18th Street, 13th Floor, New York, NY 10003. You may contact us at the following address: 111 E. 18th Street, 13th Floor, New York, NY 10003, or at the following email address: huffposthelp@buzzfeed.com.