



## Powerful Multimedia Storytelling

### *Terms of Use*

Welcome to The Reporters Inc. ([www.thereporters.org](http://www.thereporters.org)). Please read these terms of service carefully. They contain important information regarding your legal rights, remedies and obligations, including how the content you provide can be used, and how disputes will be resolved.

#### **1. REVISION DATE**

These Terms of Service were last revised on November 1, 2014.

#### **2. ACCEPTANCE OF TERMS**

The Reporters Inc. provides this website (the “Service”) to you subject to the following Terms of Service ("TOS"). By using The Reporters Inc. site (the "Site"), and in exchange for The Reporters Inc.’s agreement to provide the Service to you, you agree to be bound by the TOS. The TOS may be revised from time to time without notice to you other than appearing on the Site. If we do this, we will indicate at the beginning of the TOS when they were last revised. It is your responsibility to regularly check the Site and to review the TOS. Your continued use of the Site constitutes your agreement to all revisions to the TOS. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall also be subject to the TOS.

You must be at least thirteen (13) years of age to use the Service. Any registration by, use of, or access to the Site by anyone under 13 is unauthorized, unlicensed and in violation of these TOS. By using the Service or the Site, you represent and warrant that you are 13 or older.

The Reporters Inc. reserves the right to refuse service to anyone without notice, at any time and for any reason.

#### **3. PROVISION AND MODIFICATION OF SERVICE**

The Reporters Inc. includes software, services and content in order to facilitate and enhance the Service and the Site. However, much of the content of the Site—including the contents of specific postings—is provided by and is the responsibility of users who submit content to the Service or post content on the Site or its Members. The Reporters Inc. takes no responsibility for such content. The Reporters Inc. merely provides access to such content as a service to you.

You understand and agree that the Service and the Site are provided to you on an AS IS and AS AVAILABLE basis. The Reporters Inc. disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service or any feature or software included in the Service. The Reporters Inc. disclaims all responsibility or liability for the acts or omissions of third parties, including its Members, whose services, software, content, or advertising may be utilized in connection with the Service or appear on the Site.

The Reporters Inc. reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. The Service also may be subject to interruptions, caused by The Reporters Inc. or others. You agree that The Reporters Inc. will not be liable to you or to any third party for any modification, suspension, interruption or discontinuance of the Service.

#### **4. CONDITIONS ON USE OF THE SERVICE AND THE SITE**

The Reporters Inc. grants you permission to access and use the Service and the Site as set forth in these TOS, and in exchange you agree as follows:

- You will access and use the Service and the Site solely for your own personal, noncommercial use;
- You will not use Service or the Site in any illegal manner or for any illegal purpose, in any other manner that could damage, disable, overburden or impair the Service or the Site, or in any manner inconsistent with these TOS;
- You will not defeat or interfere with any security feature of the Service or the Site, or attempt to do so;
- You will not alter or modify any content or component of the Service or the Site, other than content you have submitted to or posted on the Site;
- You will not reproduce, duplicate, copy, sell, trade, resell or exploit, for any commercial purpose, any content, component or use of or any access to the Service or the Site, without the prior written permission of The Reporters Inc., except for content you have submitted to or posted on the Site, or content with respect to which you have the prior written permission of the owner;
- You will not use any automated system, software, or device to generate and send unsolicited communications to or through the Service or the Site;
- You will not collect or harvest any personally identifiable information, including without limitation account names or e-mail addresses, from the Service or the Site, nor use the communication systems provided by the Service or the Site for purposes of sending any commercial solicitation;

- You will not upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code designed to interfere with the functionality of any computer software or hardware or telecommunications equipment; and
- You will not harass or intimidate any other user of the Service or the Site.

## **5. YOUR CONDUCT AND USE OF THE SERVICE AND THE SITE**

You are responsible for your (and anyone using your account's) use of the Service and the Site.

You acknowledge that you are solely responsible for the content you provide (including your name, image, and likeness), text, photos, video, music, messages, comments, notes, advertisements, listings, links, and other content that you post, publish, upload, or display on the Site, or transmit to or share with others using the Service (collectively "User Content"), and for the consequences of posting, publishing, uploading or displaying any User Content.

You understand and agree that any User Content you submit to The Reporters Inc. or post on the Site is intended to and generally will be made public, and that once made public User Content cannot be made private again. You consent to the public dissemination of all information you submit or post using the Service or the Site.

You agree that you will not use the Service or the Site to post, transmit, or share User Content that you did not create or that you do not have permission to post. You affirm that you own or have all intellectual property rights (including without limitation copyright and trademark rights), licenses, and permissions to the User Content you provide that are needed to use and to authorize The Reporters Inc. to use that User Content in the manner described in these TOS. By submitting or posting User Content, you warrant that it does not infringe any intellectual property rights of another person.

You agree that you will not use the Service or the Site to post, transmit, or share child pornography. The use of Service or the Site to publish or transmit child pornography will not be tolerated. If identified, it will be reported to law enforcement authorities, and will result in termination of your account.

You agree that you will not use the Service or the Site to post, transmit, or share User Content that is obscene, defamatory or invasive of the privacy of another person, graphically violent, physically threatening, intended for any illegal purpose, or otherwise inappropriate on a site intended for a general audience. By submitting or posting User Content, you warrant that it is not obscene, defamatory or invasive of the privacy of any other person, or otherwise illegal.

You understand that The Reporters Inc. does not promise that User Content you submit to

The Reporters Inc. or post on the Site will be maintained by The Reporters Inc. You are solely responsible for creating backup copies of and replacing any User Content you submit to The Reporters Inc. or post on the Site, at your own cost and expense. You agree that The Reporters Inc. has no responsibility or liability for the deletion of, or the failure to store or to transmit, any User Content or other communications provided using the Service. The Reporters Inc. retains the right to create limits on use and storage at its sole discretion, at any time, with or without notice.

## **6. RIGHTS TO AND USE OF THE CONTENT ON THE SITE**

Except for User Content, all content and components of the Service and the Site ("The Reporters Inc. Content"), including without limitation, the software, text, photos, video and audio content, graphics, interactive features and advertisements, and all trademarks, service marks and logos contained therein, are owned by or licensed to The Reporters Inc., subject to copyrights or other intellectual property rights held by others pursuant to law. The Reporters Inc. reserves all rights to The Reporters Inc. Content, User Content, and any other component or content of the Service or the Site not expressly granted to you by these TOS.

By submitting or posting User Content using the Service or the Site, you grant to The Reporters Inc. an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license to: (1) use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute the User Content in or through any medium now known or hereafter invented, for any purpose; (2) to prepare derivative works using the User Content, or to incorporate it into other works, for any purpose; and (3) to grant and authorize sublicenses of any or all of the foregoing rights.

You may remove your User Content from the Site at any time. If you choose to remove your User Content, the User Content will no longer appear on the Site. However, you acknowledge that The Reporters Inc. may retain archived copies of your User Content, and that The Reporters Inc. will retain the rights to the content granted by these TOS.

The Reporters Inc. does not assert any ownership over your User Content; rather, as between The Reporters Inc. and you, subject to the rights granted to us in these TOS, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

The Reporters Inc. may obtain and exercise intellectual property rights over compilations, collective works, or derivative works that incorporate User Content you have provided. In that case, the rights The Reporters Inc. obtains will apply only to the compilation, collective work, or derivative work; as between The Reporters Inc. and you, subject to the rights granted to us in these TOS, you will retain full ownership of and rights to your User Content.

When you post User Content to the Site, you also authorize and direct us to make such

copies thereof as we deem necessary in order to facilitate the posting, maintenance, and storage of the User Content on the Site.

## **7. OBJECTIONABLE OR INAPPROPRIATE CONTENT**

By its very nature, the Site may include offensive, harmful, inaccurate or otherwise offensive or objectionable material. In some cases, the Site may include content that has been mislabeled or is otherwise deceptive. Please use caution and common sense and exercise proper judgment when using the The Reporters Inc. Site. The Reporters Inc. does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any content appearing on the Site. The Reporters Inc. does not endorse any opinions expressed via the Service. You acknowledge that any reliance on material appearing on the Site will be at your own risk.

The Reporters Inc. will not routinely review or revise content submitted using the Service or posted on the Site. However, The Reporters Inc. may read any such content, and The Reporters Inc. reserves the right to refuse to distribute any such content, to remove any content from the Site, or to edit such content, in its sole discretion.

If you find content appearing on the Site that you believe violates these TOS, or that is offensive or otherwise objectionable, you may inform The Reporters Inc. by sending an email to [info@thereporters.org](mailto:info@thereporters.org). The Reporters Inc. will review your message and the content to which you object (assuming it is still on the Site). The Reporters Inc. may remove the content if, in The Reporters Inc.'s judgment, it is inappropriate. However, please understand that deciding whether content is inappropriate is a judgment call, and that The Reporters Inc. is not legally responsible for content that it does not originate.

Neither is The Reporters Inc. legally responsible for keeping content that it deems inappropriate off of the Site. If content you have submitted is not published or is removed, please review these TOS and understand that the value of The Reporters Inc. is, to a large extent, based on providing an experience that is both enlightening and pleasant for the people who use the Site.

The Reporters Inc. may also elect to make certain content available only to registered users of the Service or the Site who expressly confirm that they are adults who wish to have access to the content. If the Service requires you to provide this confirmation, you agree that in doing so you consent to the receipt of any such information, and you release The Reporters Inc. from any claims based on the receipt or distribution of such information.

The Reporters Inc. also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to do any of the following: (1) satisfy any applicable law, regulation, legal process or governmental request; (2) enforce these TOS, including investigation of potential violations hereof; (3) detect, prevent, or otherwise address fraud, security or technical issues; (4) respond to user support requests; or (5) protect the rights, property or safety of The Reporters Inc., its users and the public.

You agree that The Reporters Inc. will not be liable for exercising or failing to exercise any of these rights.

## **8. USE, PROMOTION AND DISTRIBUTION OF CONTENT BY THE REPORTERS INC.**

You understand and agree that you will receive no compensation from The Reporters Inc. for any User Content you submit to The Reporters Inc. or post on the Site. You understand and agree that User Content you submit to The Reporters Inc. or post on the Site may be organized, arranged, formatted, categorized, designated, displayed, and edited as The Reporters Inc. determines, in its sole discretion. In particular:

- INN editors or automated functions of the Service may include User Content you submit in various locations on the Site, and/or may (or may not) apply certain designations to your User Content, such as topic labels, tags, comments, forum posts and others.
- The Reporters Inc. editors may (or may not) modify User Content you submit as follows: (1) editing existing headlines or adding headlines to the content; (2) creating and adding brief summaries of the content; or (3) editing the text or other elements of the content.

By submitting User Content to The Reporters Inc. or posting it on the Site, you agree as follows:

- The Reporters Inc., in its discretion, may place your User Content in a location or locations of its choosing on the Site, and may apply designations currently existing or created in the future to your User Content. You will have no claim for compensation or any other remedy based on the location or designation of User Content you submit.
- The Reporters Inc., in its discretion, may Promote your User Content to the The Reporters Inc. Site, and may make copies of your User Content as necessary to do so. These TOS will apply to User Content that is Promoted to the The Reporters Inc. Site. You will have no claim for compensation or any other remedy based on the Promotion of User Content you submit.
- The Reporters Inc., in its discretion, may modify your User Content as described in these TOS. The Reporters Inc. will not be responsible for any claims arising from modifications that do not substantially change the meaning of the content, add new and different meanings, or result in the addition of new material that give rise to a claim.

## **9. ADVERTISING**

Advertising served by The Reporters Inc. itself or by The Reporters Inc. in cooperation with third party advertising programs ("The Reporters Inc. Advertising"), may appear on the Site. You understand and agree that all revenue resulting from Advertising will be paid exclusively to The Reporters Inc., and that The Reporters Inc. you have no right to or interest in any such revenue.

You understand that The Reporters Inc. is not responsible for the textual, visual, or technological features or content of advertisements that appear on the Site, other than advertisements created and served directly by The Reporters Inc. (if any). By using the Service, you relieve The Reporters Inc. from any and all liability in connection with any The Reporters Inc.

Advertising that may appear on the Site.

## **10. OTHER INTELLECTUAL PROPERTY RIGHTS**

The Reporters Inc., [www.thereporters.org](http://www.thereporters.org), and other The Reporters Inc. logos and product and service names are trademarks of The Reporters Inc. All other trademarks appearing on the Site are trademarks of their respective owners and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made. The Reporters Inc. is a blogging and social networking site and service. References to other names and trademarks are necessary in the course of providing information and commentary about the subjects addressed on the Site.

## **11. SPONSORS, ADVERTISERS AND THIRD PARTIES**

The Site may contain links to sponsor, advertiser, or other third party websites that are not owned or controlled by The Reporters Inc. Inclusion of, linking to or permitting the use or installation of any third party site, applications, software, content or advertising does not imply approval or endorsement thereof by The Reporters Inc. The Reporters Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third parties. By using the Service, you relieve The Reporters Inc. from any and all liability arising from your use of any third-party website.

Your correspondence or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found on or through the Service, are solely between you and such third parties. You agree that The Reporters Inc. shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties or advertisers on the Service.

## **12. PRIVACY**

The Reporters Inc. respects your privacy. [The Reporters Inc.'s Privacy Policy](#) explains how we collect, use, and disclose information about you.

## **13. COPYRIGHT**

The Reporters Inc. respects the intellectual property rights of others. We prohibit users from uploading, posting or otherwise transmitting materials that violate the intellectual property rights of others. When we receive notification of alleged copyright infringement that complies with the Digital Millennium Copyright Act (17 U.S.C. 512, the "DMCA"), we promptly remove or disable access to the allegedly infringing material. We also terminate the accounts of repeat infringers.

If you are a copyright owner or an agent thereof and you believe that any content on The Reporters Inc. infringes upon your copyrights, please send our Agent for Notice a notification with all of the following information:

- 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;
- identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Service;
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail 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 notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and your physical or electronic signature.
- Please send all of the above information to our Agent for Notice at [info@thereporters.org](mailto:info@thereporters.org).

#### **14. TERMINATION**

The Reporters Inc. may, in its sole discretion, terminate your access or delete any content or information that you have posted on the Site, and/or prohibit you from using or accessing the Service or the Site, at any time, with or without notice, for any reason, including but not limited to violation of these TOS.

#### **15. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE REPORTERS INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

In particular, and without limitation, The Reporters Inc. makes no warranty that: (1) the Service or the Site will meet your requirements; (2) the Service or the Site will be uninterrupted, timely, secure, or error-free; (3) the results that may be obtained from the use of the Service or the Site will be accurate or reliable; (4) the quality of any products, services, information, or other material purchased or obtained by you through the Service or the Site will meet your expectations; (5) any errors in the components or contents of the Service or the Site will be corrected; or (6) that the Site or the Service are free of viruses or other harmful components.

No advice or information, oral or written, obtained by you from The Reporters Inc., shall create any warranty not expressly stated in these TOS.

## **16. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE REPORTERS INC. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE REPORTERS INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SITE

In particular, and without limitation, The Reporters Inc. will have no liability for damages arising from: (1) accessing, downloading, or otherwise obtaining any content or component of the service or the site, even if it results in the inadvertent transfer of harmful computer code, such as viruses, malware, or spyware; (2) unauthorized access to or disclosure or alteration of your transmissions or data; (3) statements or conduct of any third party on the service; or (4) as otherwise provided in these TOS.

## **17. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS ON LIABILITY AND DAMAGES MAY NOT APPLY TO YOU.

## **INDEMNIFICATION**

You agree to hold harmless and indemnify The Reporters Inc., and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to your (or anyone using your account's) use of the Service or

the Site, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. The Reporters Inc. will make reasonable efforts to provide you with written notice of any such claim, suit or action, but the failure of The Reporters Inc. to provide such notice will not relieve you of these obligations.

## **18. GENERAL SEVERABILITY**

If any provision of these TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the TOS will remain in force.

## **CHOICE OF LAW AND VENUE**

The agreement created by these TOS, and any dispute arising from or relating to these TOS or the provision or use of the Service or the Site, will be governed by the laws of the State of Minnesota, without giving effect to its conflict of laws provisions. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or related to these TOS or the provision or use of the Service or the Site ("Claim"). The parties agree to submit any Claim to binding arbitration, to be held in Minneapolis, Minnesota. In the event any Claim is mutually agreed by the parties or deemed by a court not to be subject to arbitration, it will be submitted to the state or federal courts sitting in Minnesota, and the parties agree that they are and will be subject to the personal jurisdiction of those courts.

## **NON-WAIVER**

The failure of The Reporters Inc. to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

## **LIMITATION OF LEGAL ACTIONS**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the TOS, or the provision or use of the Service or the Site, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **ENTIRE AGREEMENT**

These TOS, together with [The Reporters Inc.'s Privacy Policy](#) constitute the entire agreement between you and The Reporters Inc. and governs your use of the Service, superseding any prior agreements between you and The Reporters Inc. You also may be

subject to additional terms and conditions that may apply when you use or purchase certain other services from/with The Reporters Inc., affiliate services, third-party content or third-party software.

I HAVE READ AND UNDERSTAND THESE TERMS OF SERVICE, AND I AGREE TO BE BOUND BY THEM.