

TERMS OF USE

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Please read the Terms of Use carefully before using the Services. If you do not understand and accept the provisions set forth in the Terms of Use, do not use the Services or access the Site.

ACCEPTANCE OF TERMS OF USE

YOU MUST READ AND AGREE TO THESE TERMS AND CONDITIONS BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SITE AND/OR SERVICES, YOU AGREE THAT:

- you will use the Services in accordance with the Terms of Use and any additional terms, conditions, rules or procedures imposed by BREITBART or by third party content or service providers that may apply, and applicable laws and regulations;
- you agree to be bound by the terms and conditions of our Privacy Policy, which are incorporated herein by reference;
- these Terms of Use are a legally binding agreement and the equivalent of a signed written contract; and
- you have received, understood, and accepted these Terms of Use and the terms of our Privacy Policy.

YOUR USE OF THE SERVICES SHALL BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS OF USE AND ALL OF BREITBART’S RULES AND RESTRICTIONS RELATED TO THE SERVICES, AS THEY MAY CHANGE FROM TIME TO TIME. You hereby waive any and all defenses you may have based on the electronic form of the Terms of Use and the lack of signing by the parties hereto to execute the Terms of Use.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT ACCESS OR USE THE SITE. FROM TIME TO TIME, WE MAY PROVIDE ADDITIONAL SERVICES. YOU MAY BE ASKED IN THE FUTURE TO AGREE TO ADDITIONAL TERMS BEFORE YOU CAN ACCESS THESE ADDITIONAL SERVICES. REGARDLESS OF WHETHER THIS OCCURS, YOUR CONTINUED USE OF THE SITE OR SERVICES WILL CONSTITUTE YOUR ACCEPTANCE OF THESE ADDITIONAL TERMS.

ACCESS; VERIFICATION; USE OF PERSONAL INFORMATION

You must be at least 13 years of age to use the Services. Verification of your age may be requested or required in connection with your use of all or a portion of the Services. Should BREITBART suspect that your personal data provided is not accurate or complete, BREITBART may suspend or terminate your access to the Services.

By using the Services, you indicate that you have reviewed and understand the information outlined in BREITBART's Privacy Policy ("**Privacy Policy**").

Each email communication we send you will contain instructions permitting you to opt-out of receiving future communications. If at any time you wish not to receive any future communications or to have your name deleted from our mailing lists, you may follow the "unsubscribe" procedure included with the email communication, where you will be provided with an opportunity to opt-out from all or a portion of communications to which you subscribe.

USE OF SERVICES; PROHIBITED CONTENT AND ACTIVITIES

You agree to use the Services only as lawful in the United States, and all jurisdictions and subdivisions thereof, and in any nation and jurisdiction in the world, and all subdivisions thereof, with respect to which you use, access or reach out to with regard to the Services.

Without limiting the forgoing, you agree not to:

- use the Services for any advertising or commercial solicitation of any kind whatsoever, including, without limitation, via email, without BREITBART's express prior written approval and, if then, solely in accordance with terms and conditions imposed by BREITBART with respect thereto;
- not to use the Services or any element or portion thereof (including, without limitation, email addresses of users) for any commercial purpose whatsoever;
- use the Services in any way that abuses, defames, stalks, annoys, threatens, harasses or violates the rights of privacy, publicity, intellectual property or other legal rights of a person or entity (now or hereafter recognized) or which encourages conduct which would violate any law or give rise to civil or criminal liability or post, publish, transmit, distribute, disseminate or upload any inappropriate, infringing, defamatory, profane, indecent, obscene, lewd, lascivious, filthy, excessively violent or illegal/unlawful material or matters, including, without limitation, information, topics, names or other material;
- attempt to impersonate another user or any other third party by selecting or using the name, address, email address or other identifying information belonging to another user or other person, or otherwise;
- use a user name, address, credit card information, email address, pseudonym or other identity belonging to any other person, for any reason whatsoever, without the prior express written authorization of such person;
- use a false "header" – the legend attached to email messages to show the message's point of origin, route and destination – or otherwise falsely configuring email;
- use a user name, email address, or header that BREITBART, in its sole discretion, deems inappropriate;
- disseminate multiple unsolicited copies of email through the Services in violation of any law;
- upload files that contain software or other material protected by intellectual property laws, rights of publicity or privacy, except if you own or control such rights or have received all necessary consents, permissions, licenses, approvals;
- upload files that you know or have reason to believe may contain viruses, corrupted files, or any other similar software or program that may result in damage to the operation of BREITBART's Services, networks or servers or to another's computer;
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- restrict, inhibit, harass or attempt to prevent any other user from using and enjoying the Services, or that, in our sole judgment, exposes us or any of our affiliates, users or any other third party to any liability, damages, or detriment of any type;

- obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Services;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device or network;
- disclose personal information and/or collect information about others, including email addresses, without their prior consent; or
- violate any applicable domestic or international laws or regulations.

With the exception of web browser access, you agree not to use bots, spiders, intelligent agent software or any other software, program, application or any other device to access the Site or the Services to automate the process of obtaining, harvesting, uploading, transferring or transmitting any content to or from BREITBART's computer systems, the Site or the Services. You agree not to, nor to attempt to, circumvent any access or use restrictions, data encryption or content protection related to the Services and not to data mine the Services or in any way cause harm to or burden the Services.

Violations of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms of Use. BREITBART reserves the right, at its sole discretion, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you. You agree that BREITBART shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

USER CONTENT AND SUBMISSIONS

The Services may permit you to submit, post and distribute text, files, images, photos, graphics, data, messages, video, audio, works of authorship or any other materials or information in connection with their use of the Services (collectively, the “**User Content**”). This User Content may reside on our servers or on the servers of a third party. You are solely responsible for the User Content and other content that you submit, post or distribute on or through the Services or Site and any material or information that you transmit to others and for your interactions with others. BREITBART does not control or endorse the User Content, messages or information submitted, posted or distributed by users, and, therefore, BREITBART specifically disclaims any responsibility with regard thereto.

You agree not to provide User Content that:

- infringes on, misappropriates or otherwise violates the copyright, trademark, patent or other intellectual property right of any person;
- is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful, or sexually-explicit;
- violates a person's right to privacy or publicity;
- contains advertising or a solicitation of any kind;
- degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification;
- contains epithets or other language or material intended to intimidate or to incite violence; or
- violates any applicable local, state, national, or international law, or advocates illegal activity.

If the Services permit you to post or publish User Content, you may only post User Content that is original and that you have the right to post. You grant to BREITBART a royalty-free, non-exclusive, world-wide, irrevocable, transferable license, including the right to sublicense to third parties without restriction, in perpetuity throughout the universe, right and license to fix, copy, reproduce, display, modify, adapt, edit, elaborate, combine with other material, transform, title, re-title, subtitle, dub, translate, advertise, publish, sell, vend, rent, lend, distribute, broadcast (by terrestrial, cable, satellite or any other means), cybercast, perform, utilize, create derivative works of,

or otherwise exploit (collectively, “**Exploit**”) your User Content, in any and all manner, mediums or methods, now known or later devised. You hereby waive and relinquish all rights known as “moral rights’ or “droit moral” now or hereafter recognized.

You represent and warrant that you own the User Content submitted, posted or distributed by you on or through the Services or Site or otherwise have the right to grant the license set forth in this Terms of Use from any person identified in or implicated by your submission (including those shown in photographic content), and, in the case of minors, also from their parents or legal guardians, as appropriate, and that the submission, posting or distribution of your User Content on or through the Services or Site does not violate the rights of privacy, publicity, copyrights contract or any other legal rights of any person. You agree to pay for all royalties, fees and any other monies owing any person by reason of any User Content submitted, posted or distributed by you to or through the Services or the Site.

The Services may have features that allow you to send or exchange messages with third parties. BREITBART makes no warranties, express or implied, takes no responsibility and assumes no liability for any content, materials, messages and the like that you or any other user sends, receives, distributes or posts through any email or instant message system. You agree to defend, indemnify and hold harmless BREITBART, its parents, subsidiaries, affiliates, employees, representatives, agents, attorneys, directors, officers, managers, shareholders, third-party content providers or licensors, as applicable, from and against all claims resulting from content, materials, messages, and the like that you send, receive, submit, post or distribute in connection with the Services or the Site, including sending an email through the Services.

If you are under the age of 13, you may not submit any User Content to us. If you are under the age of 18 but at least 13 years of age, you may submit User Content only with the permission of, and under the supervision of, a parent or legal guardian. If you are a parent or legal guardian agreeing to these rules for the benefit of an individual between the ages of 13 and 18, please be advised that you are fully responsible for his or her User Content and any legal liability that he or she may incur.

VIOLATION OF TERMS OF USE

You agree that BREITBART, in its sole discretion, may suspend or terminate your access to the Services and remove and discard any User Content within the Service or Site for any reason, including, without limitation, if BREITBART believes that you have violated or acted inconsistently with your obligations under the Terms of Use or any other reason whatsoever. BREITBART may also, in its sole discretion, discontinue providing the Services or any part thereof, with or without notice. You agree that any termination of your access to the Services may be effected without prior notice and acknowledge and agree that BREITBART may immediately delete your User Content. BREITBART reserves the right to bar any further access to such files or the Services. You agree that BREITBART shall not be liable to you or any third party for any termination of your access to the Services or Site or deletion of your User Content.

SUBSCRIPTION SERVICES AND ACCOUNTS

You may be asked to provide an email address, cell phone and other personal information to subscribe to the BREITBART newsletters, alerts or other Services or to set up an account on our Site. When you subscribe or set up an account, you agree to provide accurate, current and complete information about yourself as requested or directed and to promptly update this information to maintain its accuracy. BREITBART has the right to suspend or terminate any account or other registration and to refuse any and all current or future use if it suspects that such information is inaccurate or incomplete. When you subscribe or set up an account, you consent to Breitbart contacting you via these methods for any communication, whether for transactional or marketing purpose and you agree we can send you legal notices or other disclosures via these contact methods as well, in addition to or in lieu of providing such notices on our Site. It is your responsibility to check your designated email address regularly for notices. The delivery of any notice from BREITBART is effective when sent by BREITBART, regardless of whether

you read the notice when you receive it or whether you actually receive the delivery.

BREITBART CONTENT

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You acknowledge that all copyrights and other Intellectual Property Rights in the Services are owned by BREITBART or its third-party licensors to the full extent permitted under the United States Copyright Act and all international copyright laws and all other applicable laws. You agree not to encumber, license, modify, publish, copy, sell, transfer, transmit, or in any way exploit, any of the Breitbart Content, software and Services, nor will you attempt to do so. Except as otherwise expressly permitted by applicable law, you agree not to copy, redistribute, publish or otherwise exploit material which you download from the Services without the express prior written permission of BREITBART and, if applicable, the owner of such material (from whom you are solely responsible for obtaining permission). You further agree and acknowledge that you shall not acquire any ownership rights by downloading content or software from the Services.

The Services contain the content of other users and other BREITBART licensors. Except for User Content posted by you, and as otherwise expressly permitted herein, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell, rent or otherwise Exploit any Breitbart Content or other content appearing on or through the Site or Services.

EDITING AND BLOCKING CONTENT

You agree that BREITBART, in its sole discretion, shall have the right, but not the obligation, to monitor your use of the Services to edit, refuse to post or remove any material submitted, posted or distributed on or through the Services or Site in violation of the Terms of Use. You agree that BREITBART may use the information gathered during such monitoring for any purpose deemed appropriate by BREITBART, to the extent permitted by law.

You acknowledge that the Services may not be monitored and you do not rely on BREITBART to monitor or edit the Services and the Services may contain content which you find offensive, indecent, or objectionable, and which may or may not be identified as containing explicit language. You hereby waive any objections you might have with respect to viewing such content. BREITBART shall have no liability for such content to you, to any person on behalf of whom you have consented to these Terms of Use, or to any person whom you allow to access the Service, and you access the Services at your sole risk.

BREITBART assumes no responsibility for monitoring the Site for inappropriate content or conduct. If at any time BREITBART chooses, in its sole discretion, to monitor the Site, BREITBART nonetheless assumes no responsibility for the content, no obligation to modify or remove any inappropriate content and no responsibility for the conduct

of the user submitting any User Content.

COPYRIGHT INFRINGEMENT CLAIMS

If you believe in good faith that materials hosted by the Site infringe your copyright, you or your agent may submit a Digital Millennium Copyright Act (“**DMCA**”) notice by providing BREITBART with the following information in writing:

- a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your name, address, telephone number, and email address and all other information reasonably sufficient to permit BREITBART to contact you;
- 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; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Any notification that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon BREITBART actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to BREITBART a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA.

Notice of claims of copyright infringement can be made as follows:

Designated Agent: Webmaster

Address of Agent: 149 S. Barrington Ave., #735, Los Angeles, CA 90049

Email for notice: copyright@breitbart.com

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to the contact address for BREITBART set forth below:

- your physical or electronic signature;
- identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Los Angeles, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

Counter-notice of claims of copyright infringement can be sent to:

Designated Agent: Webmaster

Address of Agent: 149 S. Barrington Ave., #735, Los Angeles, CA 90049

Email for notice: copyright@breitbart.com

If a counter-notice is received, you agree that BREITBART may send a copy of the counter-notice to the original

complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at BREITBART's sole discretion. You acknowledge that if you fail to comply with all the requirements of this section, your DMCA notice may not be valid.

THIRD PARTY SERVICES; EXTERNAL LOCATIONS AND LINKING

Our Services may permit you to use the Services to post your User Content to other websites and BREITBART may use third parties to provide certain services accessible through the Site (collectively, "**Third Party Services**"). BREITBART does not control, operate or maintain such third parties, their websites, or their services, and you agree that BREITBART will not be liable to you in any way for your use of such Third Party Services. These Terms of Use do not apply to Third Party Services or websites, and such websites and online services are not part of the Services. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as the Terms of Use when you use these Services. If any such terms or policies conflict with the Terms of Use, you must comply with the Terms of Use, as applicable.

The Services may contain links to third party sites and the ability to access external portions of the Internet. You agree that BREITBART is not responsible for the availability of these third party sites, the content, including, without limitation, solicitations thereon or products or services made available thereby. Such links do not constitute an endorsement by BREITBART of those other websites or online services, the content displayed therein, or the persons associated therewith. You acknowledge that some third party sites may contain materials or communications which are unedited, untrue, and illegal in some jurisdictions and may be offensive. You agree to access third party sites at your own risk and not to permit minors to have access to inappropriate material. You agree that BREITBART shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in any way whatsoever related to any such third party site and you hereby irrevocably waive any and all claims related thereto against BREITBART, its parents, subsidiaries, affiliates, employees, representatives, agents, attorneys, directors, officers, managers, shareholders, third-party content providers or licensors.

MODIFICATION; TERMINATION

- The Terms of Use set out the legally binding terms for your use of the Services.
- We reserve the right to change, modify, add to or remove all or part of the Terms of Use at any time and such modification shall be effective upon posting by BREITBART to the Site. Otherwise applicable sections of the Terms of Use shall survive termination. You agree to check the Terms of Use for updates on a regular basis and to discontinue use of the Site if you do not agree with the then operative Terms of Use.
- You agree to be bound to any changes to the Terms of Use when you use Services after any such modification is posted. If you do not consent to any of the changes of the Terms of Use, your only remedy is to terminate your use of the Services. Your failure to terminate use of the Services shall constitute acceptance of the changes to the Terms of Use.
- We also reserve the right to seek all remedies available at law and in equity for violations of the Terms of Use. Upon termination, you must cease all use of the Services, including any of the Breitbart Content.

INDEMNIFICATION; LIMITATION OF LIABILITY

You agree to defend, indemnify and hold harmless BREITBART and its parents, subsidiaries, affiliates, employees, representatives, agents, directors, officers, managers, shareholders, third party content providers and licensors (the "**Indemnified Parties**") from and against all demands, liabilities, judgments, fines, interest, penalties, damages, losses, costs, claims or expenses (including, without limitation, attorneys' fees and fees of other professional advisers) arising out of (i) your use of the Services (including, without limitation, your User Content and your use of any Breitbart Content); (ii) your online conduct; (iii) your violation, breach or alleged breach of these Terms of Use;

(iv) your failure to comply with any applicable laws or regulations; (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person; or (vi) any of your dealings or transactions with other persons resulting from use of the Services.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER BREITBART NOR ANY THIRD PARTY SHALL BE LIABLE FOR ANY 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 BREITBART OR SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH THE TERMS OF USE OR SERVICES.

DISCLAIMERS; LIMITATIONS; WAIVERS OF LIABILITY

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT OF ANY WARRANTIES INCAPABLE OF EXCLUSION UNDER THE LAWS APPLICABLE TO THE TERMS OF USE).

WITHOUT LIMITING THE FOREGOING, NEITHER BREITBART NOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, DIRECTORS, OFFICERS, MANAGERS, SHAREHOLDERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT (1) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (2) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED. BREITBART shall not be liable for any damages to, viruses that may infect, or services, repairs or corrections that must be performed, on your computer or other property on account of your accessing or use of the Site.

ANY MATERIAL OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BREITBART OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

BREITBART DISTRIBUTES CONTENT SUPPLIED BY THIRD PARTIES AND MAY PROVIDE LINKS TO EXTERNAL LOCATIONS OPERATED BY THIRD PARTIES. ALL COMMUNICATION EXPRESSED OR MADE AVAILABLE BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, BY OTHER USERS, IS SOLELY MADE BY THE RESPECTIVE AUTHOR(S) OR DISTRIBUTOR(S) AND NEITHER BREITBART NOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, DIRECTORS, OFFICERS, MANAGERS, SHAREHOLDERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS THEREOF, OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; NOR DO THEY MAKE ANY GUARANTEE, ENDORSEMENT OR WARRANTY WITH RESPECT THERETO. YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY TO SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY COMMUNICATION AND AGREE TO USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WITH RESPECT TO ALL COMMUNICATION AND TRANSACTIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN

APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES OR SITE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT NEITHER BREITBART NOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, DIRECTORS, OFFICERS, MANAGERS, SHAREHOLDERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES OR SITE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT NEITHER BREITBART NOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, DIRECTORS, OFFICERS, MANAGERS, SHAREHOLDERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS ARE LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD BREITBART OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, DIRECTORS, OFFICERS, MANAGERS, SHAREHOLDERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICES, SITE AND EXTERNAL SITES AND INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

GOVERNING LAW; ARBITRATION

The Terms of Use and all aspects of the Services shall be governed by and construed in accordance with the internal laws of the United States and the State of California governing contracts entered into and to be fully performed in California (i.e., without regard to conflict of laws provisions) regardless of your location. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

Any dispute, claim or controversy arising out of or relating to this Terms of Use or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Each party is to bear its own costs and fees.

MISCELLANEOUS

The Terms of Use are effective until terminated by either party. Users may terminate the Terms of Use by discontinuing their access the Site or Services. The privileges granted to you under the Terms of Use will terminate immediately and automatically without notice from BREITBART if, in its sole discretion, you fail to comply with any term or provision of the Terms of Use. Upon such termination (i) all licenses granted by BREITBART to you hereunder will terminate and you will no longer have permission to access the Site or Services; and (ii) the following rights and provisions shall survive in perpetuity: (a) all licenses granted hereunder by you to BREITBART; (b) all provisions of these Terms of Use entitled "Limitation of Liability and Indemnification", "Disclaimers; Limitations; and Waivers of Liability", all other disclaimers of warranties and liabilities by BREITBART, and (c) all provisions providing, in whole or in part, that users shall defend, indemnify and hold harmless BREITBART or third parties.

The Terms of Use contains the entire understanding of you and BREITBART and supersedes all prior understandings of the parties hereto relating to the subject matter hereof and cannot be changed or modified by you except by a writing signed by an authorized signatory for BREITBART.

If any provision of the Terms of Use is found to be invalid, illegal or unenforceable, the Terms of Use will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force

and effect.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

The section headings used herein are for convenience only and shall not be given any legal import.

CONTACT US

If you have questions about these Terms of Use or your use of the Services, please contact us at webmaster@breitbart.com or send a written request to Breitbart News Network, c/o Webmaster, 149 S. Barrington Ave., #401, Los Angeles, CA 90049.



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