

Terms and Conditions

These terms and conditions constitute a legal agreement (the “Agreement”) between you and News Republic (the “Applications & Services”). By downloading, installing News Republic, you agree to be bound by this Agreement. Please read these terms and conditions carefully. If you do not agree with these terms and conditions, you may not download or use News Republic and you must delete it immediately.

I. License

- You acknowledge that you have only a royalty-free, non-exclusive, non-sublicensable, non-transferable and limited right to use News Republic on non-commercial purpose. You may not reverse engineer, decompile or disassemble the News Republic application or attempt to gain access to the source code for News Republic, except and only to the extent that it is expressly permitted by applicable law. You will not transfer or assign any right or obligation hereunder without the prior written consent of News Republic.
- Your rights under this Agreement will automatically terminate if you breach any of your obligations under this Agreement. All rights not expressly granted are reserved by News Republic.

II. User Obligations

- Use of our Application & Service constitutes your acknowledgement and acceptance of these Terms and Conditions, which take effect on the date on which you first use our Applications & Services. By accessing, using and/or downloading materials from this application, you agree on your own behalf and on behalf of each entity and person on whose behalf you act, to abide by the terms and conditions set forth below.
- News Republic reserves the right to change these Terms and Conditions at any time and it is your responsibility to refer to and comply with these terms on accessing our Applications & Services. Your continued use of this application after changes are posted constitutes your acceptance of these terms and conditions as modified. If these Terms and Conditions are not accepted in full, you do not have permission to access the contents of this application and therefore should cease using this application immediately.
- You are responsible for the comments you post to News Republic and any comment which contains inappropriate content would be removed by News Republic. These inappropriate content include, but not limited to, contents which are in violation of relevant laws, regulations and practices, junk comments, unpopular advertisements or sales promotion, unwanted emails, etc.
- The use of this application is only for lawful purposes, in a manner which does not infringe the rights of or restrict or inhibit the use and enjoyment of this application

by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is defamatory, or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or interruption of the normal flow of dialogue within this application.

- You agree to indemnify and keep indemnified News Republic from and against all claims, damages, expenses, costs and liabilities arising in any manner from your entry to and use of our Applications & Services other than in accordance with these terms and conditions.

III. Copyright And Other Intellectual Property

- The names, images and logos identifying News Republic applications, associated companies or third parties and their products and services are proprietary marks of News Republic, its affiliates or associated companies and/or third parties.
- Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any trade mark or patent of News Republic, its associated companies or any other third party.
- All copyright, trademarks and other intellectual property rights in this application (including the design, arrangement and look and feel) and all material or content supplied as part of our Applications & Services shall remain at all times the property of News Republic or News Republic's licensors.
- In accessing the News Republic application, you agree that you do so only for your own personal, non-commercial use. You may not agree to, permit or assist in any way any third party to crawl, copy, reproduce, download, post, store, distribute, transmit, broadcast, commercially exploit or modify in any way the material or content without News Republic's prior written permission.

IV. Third Party Applications/ Links.

- News Republic is not responsible for the availability or content of any third party websites or material you access through this application. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements.
- News Republic does not endorse and is not responsible or liable for any content, advertising, products, services or information on or available from third party applications, websites or material (including payment for and delivery of such products or services).
- News Republic is not responsible for any damage, loss or offence caused by or, in connection with, any content, advertising, products, services or information available on such websites or material. Any terms, conditions, warranties or representations associated with such dealings, are solely between you and the relevant provider of the service.

- Links to this application must be direct to any complete content page (and not any part of a page) within News Republic and must not be viewed within the pages of any other application.
- News Republic disclaims all liability for any legal or other consequences (including for infringement of third party rights) of links made to this application. Links do not imply that News Republic endorses, is affiliated or associated with any linked application, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked application is authorized to use any trademark, trade name, logo or copyright symbol of or any of its affiliates or subsidiaries.

V. Disclaimer/Limitation Of Liability.

- This application and the information, names, images, pictures, logos and icons relating to www.news-republic.com, News Republic and/or any associated company, products and services (or to third party products and services), is provided "AS IS" and on an "AS AVAILABLE" basis without any representation or endorsement being made and without warranty of any kind, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- The information and other materials included on this application may contain inaccuracies and typographical errors. News Republic does not warrant the accuracy or completeness of the information and materials or the reliability of any statement or other information displayed or distributed through News Republic and its services (including, without limitation, the information provided through the use of any software).
- You acknowledge that any reliance on any such statement or information shall be at your sole risk. News Republic reserves the right, in our sole discretion, to correct any errors or omissions in any part of our application and services and to make changes to our applications and services and to the materials, products, programs, services or prices described in our applications and services at any time without notice.
- In no event will News Republic and/or its affiliates, third parties liable for any damages including, but not limited to, indirect or consequential damages or any damages including, but not limited to, errors or omissions, indirect or consequential damages or any damages whatsoever arising from use, loss of use, data or profits, whether in action of contract, negligence or other action, arising out of or in connection with the use of our Applications & Services. These exclusions do not apply to death or personal injury caused by News Republic's negligence and only applies to the extent permitted by law.
- News Republic does not warrant that the functions contained in this application will be uninterrupted or error free or that defects will be corrected or that this application or the server that makes it available are free of viruses or bugs. News

Republic does not represent the full functionality, accuracy or reliability of any material. News Republic may terminate, change, suspend or discontinue any aspect of this application, including the availability of any features of our Applications & Services, at any time without notice or liability.

VI. Privacy.

- News Republic also provides Privacy Policy, as an integral part of this Agreement, to explain our policies and practices on what information we may collect, how we use the information we collected and how we disclose them during our operation of News Republic. You acknowledge that you have read the Privacy Policy carefully and fully understand the terms of the Privacy Policy by downloading, installing and using the Applications & Services. You consent to the information practices described in that policy as it may be updated from time to time.
- From time to time, certain software which is the protected work of News Republic or its suppliers may be made available to download from this application. You are licensed to use the software on a non-exclusive basis only for the purposes for which it is indicated. You may not use the software for any other purpose and may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise deal with the software.

VII. Copyright Policy

- New Republic complies with the Digital Millennium Copyright Act of United States. (“DMCA”) .We would respond to takedown notices and if you, the copyright owner or an authorized representative, believe that any content displayed by New Republic infringes on your copyrights, you may submit a notification pursuant to the DMCA by providing us with the information as follows:
 - A physical or electronic signature of a person authorized to act on behalf of the owner or an agent of an exclusive right that is allegedly infringed;
 - Identification of the copyright claimed to have been infringed and where it is located in the New Republic;
 - Information reasonably sufficient to permit News Republic to contact you;
 - A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and;
 - A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.
- You may direct copyright infringement notifications to us by email: contact@news-republic.com We will respond to clear notices of alleged

infringement. You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid.

VIII. Applicable Law And Dispute Resolution.

- **Initial Dispute Resolution.** We aim to address your concerns without the necessity of a formal legal claim. Before filing a claim against News Republic with regard to the terms of this agreement or other matter arising out of your use of the Applications & Services, you agree to try to resolve the dispute informally by contacting us at contact@news-republic.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within thirty (30) days of submission, either you or News Republic may begin formal legal action, subject to the terms of this Agreement.
- **Mandatory Arbitration.** Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.
- **Choice of Law.** The validity, performance, construction, and interpretation of this Agreement shall be governed by the laws of United States. With respect to any disputes which cannot be resolved by our internal processes, and subject to the mandatory arbitration provision herein, you agree that jurisdiction for any legal action will be the state and federal courts located in San Francisco, California. The parties hereby consent to the personal jurisdiction of such courts as described above.
- **Waiver of Class Action.** You agree that any disputes against News Republic are likely to be of a unique character, such that the aggregation of claims shall not constitute an effective method of dispute resolution. Accordingly, you expressly waive, disclaim, and forever discharge any right you may have to engage in a class action dispute against News Republic. These Terms and Conditions shall be governed by and construed in accordance with the laws of US. Disputes arising herefrom shall be exclusively subject to the jurisdiction of the courts of US. Any cause of action you may have with respect to your use of the Applications & Services must be commenced within one (1) year after the claim or cause of action arises.

IX. Other Miscellaneous Provisions

- If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining terms and conditions shall survive and continue to be binding and enforceable.
- News Republic makes no representation that materials on this application are appropriate or available for use at other locations outside of the US and access to them from territories where their contents are illegal is prohibited. If you access this application from a location outside of the US, you are responsible for compliance with all local laws.
- The terms of this Agreement may be modified from time to time. The most recent revision will always be accessed at http://www.news-republic.com/pdf/ToC_NewsRepublic.pdf. If we make changes with respect to the terms of this Agreement, we will notify you by posting a notice on our website. You agree to accept any changes or revisions to these Terms by continuing to use News Republic.

X. Contact us.

If you have any questions about this Agreement, please contact us at contact@news-republic.com or News Republic, 4151 Middlefield Road, Suite 100, Palo Alto, CA, 94303 USA