

BNP Media

TERMS AND CONDITIONS OF USE

Last revised as of October 2024

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You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use our Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm BNP Media, its users and customers, or expose any of the same to liability.
- To violate (or help or encourage others to violate) these Terms or our other policies.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
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We do not knowingly permit anyone to post materials on a site where such posting would violate copyright or other applicable law, including the Digital Millennium Copyright Act (“DMCA”) (including 17 USC § 512). If you are a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed by any material on any site, you may notify us of claimed infringement by sending to us a notice containing the following elements.

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has 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.
- (vi) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated agent for receipt of such notices is:

Rita Foumia
BNP Media
550 W Merrill St
Suite 200
Birmingham, MI 48009
Phone: (248) 362-3700
Fax: (800) 952-6643
Email: copyright@bnpmedia.com

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Except as expressly requested in a site, you should not provide to us any information that you do not want published on a site or presented to other users of a site. To the extent that you provide to us any information by posting it on the site or submitting to us any information for posting on the site (including text, graphic materials, audio, or any other materials):

- (1) You represent and warrant to us and to all others that access any site that you own, or possess sufficient rights in, all such information and all such parties may regard such information as publicly disclosable and, in any case, not your confidential information;

- (2) You represent and warrant that you have the authority to grant to us the right to use the likeness of any person appearing in any graphic material in the commercial promotion of our products and/or services and you grant to us that right;
- (3) You grant to us an exclusive, irrevocable, worldwide, fully-paid, royalty-free license to use, reproduce, display, publicly perform, prepare derivative works from, transmit and distribute such information as we see fit;
- (4) You grant to us the right to sue or to otherwise enforce all intellectual property rights in such materials (including the right to sue for past infringement) including, without limitation any user of a site or other person who copies, replicates, duplicates, or windows any such materials; and
- (5) We are free to use any ideas, concepts or know-how contained in such information without any compensation or remuneration to you.

Misuse of the Sites.

You may not make any statements on, or provide or post any information to, a site that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that, without due authorization, incorporates the proprietary material of another.

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We reserve the right, at our sole discretion and without any notice, to change, modify, add, or remove any portion of these terms and conditions at any time. Changes in these terms and conditions will be effective when the revised terms and conditions are posted. Your use or continued use of any site after any changes to these terms and conditions are posted will be considered acceptance of those changes. READ THESE TERMS AND CONDITIONS AND THE RELATED PRIVACY INFORMATION EVERY TIME YOU ACCESS ANY SITE TO MAKE SURE THAT YOU CONTINUE TO AGREE TO THEIR TERMS.

Changes to the Site.

We may terminate, change, suspend, or discontinue any aspect of any site, including the availability of any features of any site, at any time. We may also impose limits on certain features and services or restrict your access to parts or a site or one or more entire sites without notice or liability. We may terminate the authorization, rights, and license given above and, upon such termination, you will immediately destroy all materials that you obtained from or through the site

and that are in your possession or control. Upon cancellation, we may delete all of your information and content. We will have no liability for such deleted information or content. We may, in our sole discretion, deactivate your registration to any site for any reason or no reason, including violations of these terms and conditions of use or lack of use, and delete any of your information or content.

International Users.

The site is controlled, operated and administered by us or our agents from offices within the United States of America utilizing servers located in the United States of America. We make no representation that materials at this site are appropriate or available for transmission to or from, or use in, locations outside of the jurisdiction(s) stated above and accessing any site from any jurisdiction where such site's contents are illegal is prohibited. You may not use the site or export the materials in violation of import or export laws and regulations. If you access a site from a location outside of the United States, you are responsible for compliance with all local laws.

Choice of Law, Jurisdiction, and Venue.

The laws of the State of Michigan and the federal laws of the United States (without regard for choice of law rules) govern these terms of use, our Privacy Policy, and performance under them. Any suit or other action arising out of, or in any way connected with, your use of any site may be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan, or in the United States District Court for the Eastern District of Michigan. You irrevocably consent to the jurisdiction and venue of such courts.

Limitation of Actions.

You must commence any suit or other action in connection with your use of any site within one year after events giving rise to the claim or cause of action occur.

Partial Invalidity.

If, for any reason, a court of competent jurisdiction finds any provision of these terms of use or our Privacy Policy, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms of use and the Privacy Policy, and the remainder of these terms of use and the Privacy Policy shall continue in full force and effect.

Responsibility for Username and Password.

A user name and password may be required to access certain content with the sites. Until you notify us otherwise and we have had a commercially reasonable time to respond to your notice, we may, and will, assume that every transaction entered into, every authorization received, and every act or omission undertaken using your username and password are fully authorized by you. Except to the extent that your password or account are compromised by our gross negligence, you are entirely and absolutely responsible for all activity performed using your username and password. **KEEP YOUR PASSWORD CONFIDENTIAL. DO NOT WRITE IT DOWN. CHANGE IT OFTEN. DO NOT USE COMMON WORDS OR NAMES OF PETS, FAMILY MEMBERS CELEBRITIES, OR OTHER WORDS THAT ARE EASILY GUESSED.**

Other Provisions.

Certain areas and features of sites contain terms and conditions specific to those areas and features. Such terms and conditions are in addition to these terms and conditions and prevail over these terms and conditions and our Privacy Policy only to the extent it is not possible to construe these terms or the Privacy Policy consistently with such other terms and conditions. You also may be subject to additional terms and conditions that may apply when you use third-party content or third-party software.

Warning regarding Other Users of Sites.

WE DO NOT INVESTIGATE OR VET ANY USERS OF ANY SITE. YOU SHOULD NOT ASSUME THAT ANY INFORMATION YOU RECEIVE THROUGH THIS SITE FROM ANY OTHER PERSON IS TRUE, ACCURATE, OR VERIFIED BY ANYONE. YOU USE THE SITES AT YOUR OWN RISK. WE ARE NOT, AND WILL NOT BE, LIABLE TO YOU FOR ANY DAMAGES, COSTS, SUITS, ACTIONS, LOSSES, OR ANY OTHER HARM THAT RESULTS FROM YOUR USE OF ANY INFORMATION PROVIDED BY OR THROUGH THIS SITE OR RESULTING FROM ANY ACT OR OMISSION OF ANY OTHER PERSON, WHETHER A USER OF A SITE OR OTHERWISE.

Indemnity.

You agree to indemnify and hold us and our parents, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, employees and shareholders, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your content, your use of the sites, your connection to a site, your violation of these terms and conditions, or the infringement or violation by you of any intellectual property or other rights of any person or entity, whether you are a registered user or not. You are solely responsible for your actions when using the sites, including, but not limited to, costs incurred for Internet access.

Limitation of Liability.

Without affecting any other limitation of liability contained in these terms of use or otherwise:

- (a) IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF ANY SITE OR ANY SERVICE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF ANY SITE OR SERVICE RELATED THERETO OR PERSONS INTRODUCED TO YOU THROUGH ANY SITE OR SERVICE RELATED THERETO; and
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Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Dispute Resolution.

Any dispute arising out of or related to your use of, or association with, a site will be settled solely by binding arbitration in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association. The place of arbitration will be metropolitan Detroit, Michigan. The arbitration will be conducted in English. Any award by the arbitration panel may be entered in, and enforced by, any court of competent jurisdiction.

Solely in the case where, and only to the extent that, arbitration is not allowed by law or in the case where either party requires equitable remedies not available through arbitration, any suit or other action arising out of, or in any way connected with, your use of any site may be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan, or in the United States District Court for the Eastern District of Michigan. You irrevocably consent to the jurisdiction and venue of such courts.