

## **WEBSITE TERMS OF USE**

### **A. OVERVIEW**

1. Welcome to the website for The News, e.g., kingstreenews.com (the “Site”). The Site is an online service owned by Georgetown Communications (“the Company” or “us”), and powered by Mediaspan. The Company has created this Site for your personal enjoyment, education and entertainment. This Terms of Use agreement (the “Agreement”) describes the terms and conditions under which the Company permits your use of the Site, and constitutes a legal agreement between you and the Company. Use of this Site is also governed by the Site’s Privacy Statement, which is incorporated into this Agreement by reference.

2. By viewing, interacting with, submitting information to, or otherwise using this Site, you agree to be bound by this Agreement. If you do not wish to be bound by this Agreement, you must not use this Site.

3. We reserve the right, in our sole discretion, to modify, update, or otherwise change this Agreement at any time. By using this Site after such changes are posted, you agree to be bound by the changes. This Agreement was last modified on January 14, 2008.

### **B. INTELLECTUAL PROPERTY**

1. All content included on or in this Site, such as text, photos, logos, video, graphics, sound, computer code, and the arrangement and selection of such content, is protected by copyrights, trademarks, and/or other intellectual property rights of the Company and/or its third-party content providers. The “THE NEWS”, “kingstreenews.com” and “South Carolina’s oldest newspaper” and “Serving South Carolina Since 1798” trademarks, as well as the business names, logos, slogans, trade dress and all other marks on this Site are trademarks of the Company or its third-party content providers.

2. You may use material from this Site only for your own personal, non-commercial use. Neither this Site nor any portion of this Site may be republished, reproduced, duplicated, copied, uploaded, downloaded, posted, transmitted, modified, sold, or otherwise exploited for any purpose that is not expressly permitted by the Company or under copyright law. In the event of any permitted copying, redistribution, or publication of copyrighted material, no changes in or deletion of trademarks, author attribution or copyright notices may be made. You acknowledge that you do not acquire any ownership rights by downloading material from this Site.

3. If you believe in good faith that your copyrighted work has been reproduced on this Site without authorization in a way that constitutes copyright infringement, you may notify our designated copyright agent by postal mail or email at the following address: Edward Fenno, Esq., Fenno Law Firm, LLC, 171 Church Street, Suite 160, Charleston, South Carolina 29401, email: [efenno@fennolaw.com](mailto:efenno@fennolaw.com). This contact information is only for suspected copyright infringement. Contact information for other matters is provided elsewhere on this Site.

### **C. SUBMISSION OF CONTENT BY USERS**

In certain places, this Site may allow user to submit comments, forum or chat room entries, blog entries, letters, ideas, photos, videos, emails or other content – either directly to the

Site (including to us through the Site) or through third party service providers. While we generally would like to permit you to provide content to the Site or to our newspaper through the Site, there are certain restrictions on your providing content. They are as follows:

1. **License:** By submitting content, you grant the Company a perpetual, non-exclusive, worldwide, royalty-free, irrevocable, fully and freely assignable and sub-licensable license to any rights you have in the content submitted – including, but not limited to, the rights to use, display, publish, translate, reproduce, distribute, modify, prepare derivative works based upon, and perform publicly your content (or any part thereof) online and offline in any form, media or technology now known or hereafter devised. You further agree that the Company has the right to use your name and likeness in connection with the Company’s publication, display, modification, distribution or other use of such content. The Company is free to use any ideas, techniques, inventions, concepts, know-how, or other information that you provide to the Company (whether directly or through its third party service providers) for any purpose whatsoever without compensation or remuneration.

2. **Standards:** You agree not to submit any content that: (a) infringes on any third-party intellectual property, publicity, privacy, moral (droit moral) or other legal rights; (b) violates any applicable law or regulation; (c) is defamatory, threatening, harassing, obscene, harmful to minors, or child pornographic; (d) is false or misleading; (e) promotes physical or emotional harm in any way; (f) contains any viruses, Trojan horses, worms or other harmful components (including, but not limited to, computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information); (g) is commercial in nature, other than as specifically solicited by this Site; (h) constitutes unsolicited junk or bulk email (“spam”); or (i) is tortious or criminal.

3. **Warranty / Indemnity:** You warrant and guarantee that you own all intellectual property, proprietary, privacy, publicity, moral (droit moral) and other rights to any content that you submit. You further agree to defend, indemnify, and hold us harmless against: (a) any and all claims to the rights to content that you provide to us, (b) any and all claims that someone’s rights were violated by our display or other use of the content that you provide to us.

4. **Monitoring of Content / Removal:** *You agree that the Company has no responsibility to monitor, review, edit, remove or control any content or other information that you or others submit to us and/or the Site.* You further agree that the Company may, in its sole discretion, modify, remove or refuse to accept any content for any reason. We may also decline to modify or remove content that you submitted, despite your request. In addition, please be aware that we may not be able to modify or remove certain content, including without limitation content that has been distributed to or relied on by third parties.

5. **Release:** You agree that you are at least 18 years of age. You agree to release the Company (including, without limitation, the officers, directors, employees, shareholders, members, affiliates, successors, assigns, contractors, agents and attorneys of the Company), from any and all liability and obligations whatsoever in connection with or arising from the Company’s use or non-use of content submitted by you or any third party.

6. **Privacy:** Other than as set forth in this Site’s Privacy Statement [**INSERT HYPERLINK TO PRIVACY STATEMENT**], the Company may treat any

submission and/or communication between you and the Company as non-confidential and non-proprietary. In particular, letters to the editor, comments concerning stories, blog entries, information from sources, and similar submissions will *not* be considered confidential.

7. **No Endorsement / Recommendation:** The Company does not endorse, recommend, or take any responsibility for any content submitted to this Site by any advertiser, service provider, vendor, or other third-party, even if the Company displays such content.

**D. DISCLAIMER WITH RESPECT TO ADVERTISERS, CONTRACTORS AND OTHER THIRD PARTIES**

The Company specifically disclaims all responsibility for the actions or inactions of advertisers, contractors, subcontractors, Web site developers and hosts, licensors, licensees and other third parties that may contract with the Company or its affiliates or this newspaper or may otherwise provide information or services to this Site, even if such third parties provide content to or linked to this Site – including, without limitation, the providers and third party users of any blogs, forums, chat rooms, personals, classifieds, and other features of this Site that are powered or provided by third parties. You agree that your sole course of action with respect to such third parties will be against them directly. You further agree that you will abide by the terms of use and privacy statements, if any, that they have provided for their sections of the Site, but that in the event of a conflict between their terms of use and this Agreement, this Agreement applies.

**E. DISCLAIMER WITH RESPECT TO OTHER INTERNET SITES**

The Company has not reviewed all of the sites, or content of sites, that may be accessed from or linked to this Site. The Company is not responsible for the content of any pages or Internet images, information, or data, which are not contained on this Site. Viewing of any and all other Web sites shall be at your own risk.

**F. PROHIBITION ON USE / ENFORCEMENT OF TERMS**

The Company may at any time, for any reason, prohibit your further use in whole or in part of this Site. We may also take any action that we deem necessary to enforce this Agreement, and to protect against unlawful or improper use of this Site. You hereby expressly agree to waive any and all claims you may have (whether currently in existence and/or arising hereafter) against the Company for any failure by us to enforce this Agreement, whether against you or a third party. The Company's failure to act in a particular circumstance does not waive its right to act with respect to that circumstance or other circumstances.

**G. ACCESS LIMITS**

Without the Company's express consent, you may not frame any pages from the Site, place pop-up windows over pages of the Site, or otherwise affect the display of the Site's pages. Moreover, under no circumstances may you: (i) derive or attempt to derive the source or object code, source files or structure of this Site or its content by reverse engineering, disassembly, decompilation or any other means; (ii) attempt to access the accounts of others, or attempt to penetrate security measures of the systems of the Company or its affiliates or contractors ("hacking"), whether or not the intrusion results in corruption or loss of data; or (iii) transmit to the Company or this newspaper or by means of this Site any unauthorized or unsolicited advertising, junk or bulk e-mail, or any other form of unauthorized or unsolicited transmission.

The Company grants you permission to link to this Site (without framing it), but may revoke this permission at any time for any reason.

## **H. YOUR ACCOUNT**

In order to obtain certain products or services through this Site, you may be required to set up an account. In such a case, you will be required to provide certain information about yourself when setting up the account. You may not provide inaccurate or incomplete information. You are responsible for any use of your account or this Site by anyone using your account password, email address, or other personal identifier. Thus, if for any reason you suspect that your account password or other identifying information has been compromised, you should contact the Company at once.

## **I. PARENTAL CONTROL PROVISIONS**

Pursuant to 47 U.S.C. § 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at Get Net Wise, [www.getnetwise.org](http://www.getnetwise.org), and Safety.com, [www.safety.com](http://www.safety.com).

## **J. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

1. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY (including, for purposes of this "Disclaimer of Warranties and Limitation of Liability" section of the Agreement, the Company and its officers, directors, employees, shareholders, members, agents, affiliated companies, successors, assigns, third party contractors, attorneys, and any other party involved in creating, producing or delivering this Site or any of the content, products or services available on or through this Site) HEREBY DISCLAIMS ALL EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (i) AS TO THE OPERATION OF THIS SITE, AND/OR THE INFORMATION, CONTENT, MATERIALS, SERVICES OR PRODUCTS INCLUDED ON OR AVAILABLE THROUGH THE SITE; (ii) THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (iii) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, SERVICE, OR MERCHANDISE PROVIDED ON OR THROUGH THIS SITE; (iv) THAT THE CONTENT OF THIS SITE DOES NOT INFRINGE ON THE RIGHTS OF YOU OR THIRD PARTIES; AND/OR (v) THAT THE SITE, ITS SERVERS, OR E-MAIL SENT FROM OR ON BEHALF OF THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

3. THE COMPANY DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THIS WEBSITE OR ANY RELATED SERVICES. THE OPERATION OF THIS SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF THE COMPANY.

4. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR

ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (OTHER THAN DIRECT DAMAGES) THAT RESULT FROM THE CONTENT OF, USE OF, OR INABILITY TO USE, THIS SITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM THIS SITE AND/OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS, OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), INFRINGEMENT, OR ANY OTHER BASIS – EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. WITH RESPECT TO DIRECT DAMAGES, YOUR REMEDY IS LIMITED TO A MAXIMUM OF ONE HUNDRED DOLLARS (\$100) AND DISCONTINUANCE OF USE OF (AND ANY MEMBERSHIP IN) THIS SITE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND/OR SERVICES AVAILABLE ON OR THROUGH THIS SITE.

5. THESE DISCLAIMERS AND LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

**K. INDEMNIFICATION**

You agree to defend, indemnify, release and hold harmless the Company (including, but not limited to, the officers, directors, members, shareholders, employees, licensors, agents, licensees, contractors, attorneys, subsidiaries, affiliates and third-party content providers of the Company) from all liabilities, claims and expenses, including attorney's fees and costs, that arise from, concern, or are connected with your use or misuse of this website or its content. The Company reserves the right to assume the defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Company in asserting any available defenses and will pay all of the Company's attorneys' fees and costs in such defense.

**L. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

**M. GOVERNING LAW AND JURISDICTION**

You agree that the laws of the State of South Carolina will govern this Agreement and your use of this Site. The state and federal courts of Charleston, South Carolina, shall have exclusive jurisdiction over any litigation that may arise out of, or be related to, this Agreement and/or your use of the Site. You agree to waive any objection based on forum non conveniens or any objection to venue in Charleston, South Carolina, of any such action.

**N. INTERNATIONAL USE**

The Company makes no representation that this Site (including the content, services or products provided on or through it) is appropriate for or available to locations outside the United States of America; and using this Site from territories where it is illegal to do so is prohibited. Any offer for a product or service through this Site is void where prohibited. Use of this Site is done at your own risk and you are responsible for compliance with all local laws.

**O. ASSIGNMENT**

You agree that this Agreement and all rights and licenses provided to the Company under this Agreement are fully and freely assignable and sub-licensable by the Company without further compensation to you.

**P. INTEGRATION AND MODIFICATION**

Except as otherwise specified herein, this Agreement constitutes the entire agreement between you and the Company with respect to this Site, and supersedes all prior or contemporaneous communications or proposals between you and the Company with respect to this Site. You may not modify this Agreement other than by obtaining the Company's signed, written consent to such a modification.

**Q. NOTICE / CONTACT**

1. This newspaper can be contacted at the following address:

**The News**  
**107 East Mill Street**  
**Kingstree, SC 29556**  
Phone: 843-355-6397

2. Legal notices shall be sent to the Company at the following address:

**Georgetown Communications**  
**Attention: Legal Department,**  
**615 Front Street**  
**Georgetown SC 29440**

Notice will be considered given upon receipt.

3. The Company and this newspaper are entitled to assume that any address information that you provide to us is correct, and the Company may contact you at such address. Notice will be considered given when sent.

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