

<https://newzgroup.com/terms-conditions/>

General Terms & Conditions

Newz Group will deliver all newspaper clippings from the publications monitored that contain the search terms provided by Subscriber and accepted by Newz Group. Monthly Service Fee for standard and special service may be obtained by contacting Newz Group. Standard rates are based upon standard service. Rates for ancillary products, electronic delivery, management reports, or other services will vary. Rates for complex orders or special instructions may be quoted upon an individual basis. By accepting or paying for the services, you agree to the prices, charges, and terms and conditions in this Agreement. Service is provided only upon receipt of a written and properly executed individual service order. Signatures by fax and e-mail will be treated as originals. To obtain a service order, contact Newz Group at 1-800-474-1111, or use the form provided on this web site. You agree to pay us for services rendered in accordance with rates established by Newz Group. Contract term is one-month minimum, starting on the date provided in the individual service agreement and remaining in full force and effect thereafter until canceled by written notice actually received by GeoTel Corporation's Newz Group. Upon receipt of such notice, the service will terminate provided the initial contract period has been completed. To enroll in additional Newz Group services, or to switch your existing service to a different service, you must notify us by executing a proper individual Service Order. For questions concerning services offered or to request an individual Service Order, please call us at 1-800-474-1111. The terms and conditions of this Agreement will apply to any new or additional service provided to existing customers. Newz Group reserves the right to modify, suspend or cancel the services provided under this Agreement. Upon such modification, suspension or cancellation the Customer shall pay all outstanding charges for services provided, including payment of any bills that remain due after the date of such modification, suspension or cancellation. If an interruption or failure of services is caused solely by Newz Group and not you or a third party or other causes beyond our reasonable control, you may be entitled to a credit allowance.

WEB SITE TERMS OF USE

GeoTel has made every attempt to ensure the accuracy of the information provided on this website. However, the information is provided "as is" without warranty of any kind. GeoTel does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained on this website. No warranties, promises and/or representations of any kind, expressed or implied, are given as to the nature, standard, accuracy or otherwise of the information provided in this website nor to the suitability or otherwise of the information to your particular circumstances.

We cannot and will not guarantee that this website is free from computer viruses or anything else that has destructive properties. We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential, or other) whether arising in contract, tort or otherwise, which may arise as a result of your use of (or inability to use) this website, or from your use of (or failure to use) the information on this site. This website provides links to other websites owned by Press Associations and other third parties. The content of such third party sites is not within our control, and we cannot and will not take responsibility for the information or content thereon. Links to such third party sites are not to be taken as an endorsement that such sites are free from computer viruses or anything else that has destructive properties. We cannot and do not take responsibility for the collection or use of personal data from any third party site. In addition, we will not accept responsibility for the accuracy of third party websites.

SPECIFIC TERMS AND CONDITIONS OF SERVICE

1. Subscriber agrees to pay for service until discontinued as provided in these terms and conditions of service. We do not waive our right to collect the full amount due if you pay late or you pay part of the bill, even if you write the words "Paid in Full", or any similar words, on any correspondence to us. Failure to pay amounts due, including but not limited to any late fees or other required additional charges, may result in restriction, suspension or cancellation of service. Customer is responsible for all applicable taxes, unless satisfactory documentation of tax exemption is provided.
2. Subscriber agrees to accept delivery of clippings or other information services produced under previous instructions, until the end of the next working day after subscriber has notified Newz Group in writing by fax, e-mail or letter, of instructions to change or discontinue the order. Cancellations will only be accepted in writing upon actual delivery, including fax delivery
3. Unless paid by credit card, Subscriber agrees to remit in accordance with terms. Terms are due upon receipt. A late charge calculated at a rate which is the lesser of 18% per annum or the maximum rate permitted by law may be added to the amount of any invoice not paid when due. In the event that services of collection agency are used, any collection fees charged will be added to the balance collectible. If your check, bank draft or electronic funds transfer is returned for insufficient funds, you will be subject to all bank fees imposed on Newz Group as well as a \$20 (twenty dollar) returned check fee. When payment is made by credit card, payment will also be subject to terms and conditions required by the credit card issuer.
4. Rates may be changed without advance written notice to Subscriber.
5. Subscribers without established credit history may be required to pay an advance deposit. Subscribers with a past history of late payment or nonpayment may be required to pay an advance deposit in an amount established by Newz Group. All campaign accounts will be required to pay a refundable advance deposit of \$500 (five hundred dollars).
6. Subscriber agrees that the Subscriber will not sell or in any way make the Service available to any entity other than its own authorized agents and employees.

- Subscriber will not sell or in any way make the Service available through CD ROM products or other means. Newz Group makes no copyright claims to pre-existing works or content which is subject to copyright claims by any other person or entity.
7. Subscriber will not use or permit the use of the Service in any way that compromises the integrity thereof or that infringes any copyrights or proprietary interest.
 8. Charges accrue through a full billing period. We may prorate or adjust a bill if the billing period covers less than or more than a full month.
 9. The customer is responsible to prevent the unauthorized use of the services. This Agreement does not provide any third party with any remedy, claim or right of reimbursement.
 10. Newz Group will refund the amount invoiced or paid per clip for newspaper clippings which do not substantially meet the criteria or key words and phrases submitted by the customer only in the event that said clippings are returned via first class mail or fax to the Newz Group Corporate Office within 30 days of the original mailing of said clippings to the customer by Newz Group. Newz Group requires that such clippings be returned within the 30 day period so that readers may be advised in a timely fashion of clippings that do not substantially meet the criteria or key words and phrases submitted by the customer. Such refunds shall be reflected in an adjustment to subsequent invoices. All other adjustments to final invoices shall be made only by Credit Memo issued by authorized personnel of Newz Group or by an adjustment to subsequent invoices.
 11. Purchase Order numbers may be referenced on invoices or other documentation solely for the convenience of the customer. In no case shall the terms of any Purchase Order supersede, supplant, repeal, annul or otherwise replace these terms and conditions. In the case of any conflict between these terms and conditions and the terms of any Purchase Order, these terms and conditions shall be controlling. The service provided by Newz Group shall be governed only by these terms and conditions and in no event shall the service be governed by any other Purchase Order or external agreement.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

The Service is offered on an “as is” basis. Neither Newz Group, nor its clipping bureaus, nor its partners make any warranties, expressed or implied, including without limitation, warranties to the accuracy or availability of the Service, warranties of merchantability and warranties of fitness for a particular purpose. In no event will Newz Group, its information providers, or its partners be liable for any direct, indirect, special or consequential damages, including but not limited to loss of profits or income, arising from any act or failure to act by GeoTel Corporation or any of its divisions, its information providers, or its partners whether or not they had any knowledge, actual or constructive, that such damages might be incurred, nor will they be liable for damages caused by any failure of performance, mistakes, omissions, interruptions, deletion of files, defects, delays in operation or transmission, communication line failures, theft,

destruction or unauthorized use of the Service. Information contained in the Service is obtained from sources believed to be accurate; however, GeoTel Corporation, its divisions, its information providers, or its partners cannot and do not warrant the accuracy, completeness, or timeliness of the information contained in the Service. GeoTel Corporation, its divisions, its information providers, or its partners reserve the right to add or withdraw sources and items of coverage from the Service without notice. We will not be liable for any damages if services are interrupted, or if there is a problem with our services. We will not be liable for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation. We also will not be liable for punitive, reliance or special damages. These limitations apply even if the damages were foreseeable or we were told they were possible, and they apply whether the claim is based on contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory

DESIGNATED AGENT FOR DIGITAL MILLENNIUM COPYRIGHT ACT CLAIMS

Pursuant to Title II of the Digital Millennium Copyright Act, all claims for copyright infringement for material that is believed to be residing on the systems or network of GeoTel Corporation, a Missouri Corporation, doing business as Newz Group, should be promptly sent in the form of a written notice to GeoTel Corporation's designated agent:

R. Scott Buchanan – Designated Agent for DMCA notices
409 Vandiver West
Building 3 Suite 100
Columbia, MO 65202
Fax 573-474-1001
E-Mail Address sbuchanan@newzgroup.com

ACTS OF GOD

Neither GeoTel Corporation, its divisions, its information providers, or its partners will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its control, including but not limited to any act of God, fire, natural disaster, flood, accident, storm, act of government, acts of war, riot, government interference, sabotage, failure of suppliers or subcontractors, strikes and/or walkouts.

INDEMNIFICATION

Subscriber will indemnify and hold GeoTel Corporation, the Newz Group, its divisions, its information providers, or its partners harmless against any claim, damage, loss, liability or expense (including attorney's fees) of Subscriber or of third parties arising out of Subscriber's use of the Service.

SURVIVAL & SEPARABILITY

The right and obligations of Subscriber, GeoTel Corporation, Newz Group, or its divisions, under the foregoing paragraphs will continue notwithstanding any termination of the Agreement. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

ASSIGNMENT

We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

NOTICES

Notices from you to Newz Group must be provided in writing delivered to PO Box 873, Columbia, MO 65205, or delivered by fax to (573) 474-1001. Notices which Newz Group sends to you under this Agreement will be provided by one or more of the following: posting on our Web Site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to you, or e-mail.

GOVERNING LAW

This Agreement shall be governed by the law of the state of Missouri, without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use or pay for services.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement may be amended only as provided in this Agreement. No written or oral statement, advertisement or service description not expressly contained in this Agreement will be allowed to contradict, explain or supplement it. Neither you nor Newz Group is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

CHANGES IN THIS AGREEMENT

This Agreement may only be changed in the manner provided for in this section. Only Newz Group may change this Agreement. If you continue to use or pay for the services after any changes in the prices, charges, terms or conditions, you agree to the changes.

Thank you for using Newz Group Services.

E-EDITION USER AGREEMENT

Thank you for using Newz Group Services

To enroll for Newz Group E-Edition services, or to switch your existing service to a different service, or for questions concerning services offered, please email us at afritz@newzgroup.com, or call us at 1-800-474-1111. The terms and conditions of this Agreement, including those incorporated in the Newz Group Terms of Service, will apply to new customers and any new or additional service provided to existing customers.

Newz Group will provide a web-based E-Edition and web-publish all digital images received from the items and publications properly uploaded or transferred by the publisher. Rates for special services, ancillary products, electronic delivery, markup, or other services will vary. Publication of digital images received which are not properly uploaded or transferred by the publisher are subject to a re-processing fee. Newz Group is not responsible for missed deadlines. By accepting or paying for the services, you agree to the prices, charges, and terms and conditions in this Agreement. If you do not agree to these terms and conditions, do not use our services, and cancel the service immediately by emailing written notification of cancellation to afritz@newzgroup.com.

Service is provided only upon receipt of a request for service and subsequent proper uploading or transfer of content in accordance with Newz Group processes. The contact person initiating service affirms that they are the authorized agent with proper permission and authority to enroll for Newz Group E-Edition services. Signatures by fax, web submission, and e-mail will be treated as originals. You may cancel at any time, but you agree to pay us for services rendered.

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Newz Group reserves the right to modify, suspend or cancel the services provided. Upon such modification, suspension or cancellation the Customer shall pay all outstanding charges for services provided, including payment of any bills that remain due after the date of such modification, suspension or cancellation. If an interruption or failure of services is caused solely by Newz Group and not you or a third party or other causes beyond our reasonable control, you may be entitled to a credit allowance.

Publisher agrees to remit payment due in accordance with terms. Terms are due upon receipt. A late charge calculated at a rate which is the lesser of 18% per annum or the maximum rate permitted by law may be added to the amount of any invoice not paid when due. In the event that services of collection agency are used, any collection fees charged will be added to the balance collectible. If your check, bank draft or electronic funds transfer is returned for insufficient funds, you will be subject to all bank fees imposed on Newz Group as well as a \$20 (twenty dollar) returned check fee. When

payment is made by credit card, payment will also be subject to terms and conditions required by the credit card issuer.

The Service is offered on an “as is” basis. Neither Newz Group, nor its divisions or bureaus, nor its employees or partners make any warranties, expressed or implied, including without limitation, warranties to the accuracy or availability of the Service, warranties of merchantability and warranties of fitness for a particular purpose. In no event will Newz Group, its information providers, or its partners be liable for any direct, indirect, special or consequential damages, including but not limited to loss of profits or income, arising from any act or failure to act by GeoTel Corporation or any of its divisions, its information providers, or its partners whether or not they had any knowledge, actual or constructive, that such damages might be incurred, nor will they be liable for damages caused by any failure of performance, mistakes, omissions, interruptions, deletion of files, defects, delays in operation or transmission, communication line failures, theft, destruction or unauthorized use of the Service. GeoTel Corporation, its divisions, its information providers, or its partners cannot and do not warrant the accuracy, completeness, or timeliness of the Service. We will not be liable for any damages if services are interrupted, or if there is a problem with our services. We will not be liable for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation. We also will not be liable for punitive, reliance or special damages. These limitations apply even if the damages were foreseeable or we were told they were possible, and they apply whether the claim is based on contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory.

Neither GeoTel Corporation, its bureaus, divisions, its information providers, or its partners will be liable for delay or default in the performance of its obligations under this Agreement if any delay in service or default in service is caused by conditions beyond its control, including but not limited to any act of God, fire, natural disaster, flood, accident, storm, act of government, acts of war, riot, government interference, sabotage, failure of suppliers or subcontractors, electrical outage, economic collapse, bankruptcy, strike or walkouts.

Users will indemnify and hold GeoTel Corporation, the Newz Group, its divisions, its information providers, or its partners harmless against any claim, damage, loss, liability or expense (including attorney’s fees) of publisher or of third parties.

GeoTel Corporation and Newz Group can assign all or part of our rights or duties under this Agreement without notifying you. If GeoTel Corporation or Newz Group does that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

Notices from you to Newz Group must be provided in writing emailed to afritz@newzgroup.com or delivered to PO Box 873, Columbia, MO 65205, or delivered by fax to 573-474-1001. Notices which Newz Group sends to you under this Agreement will be provided by posting on this Newz Group Web Site, letter, call to you, or e-mail.

This Agreement shall be governed by the law of the state of Missouri, without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use or pay for services. Venue for any litigation arising out of this Agreement or the services provided under this agreement will be Columbia, Missouri.

This Agreement, which incorporates by reference the Newz Group Terms of Service and any attached written material which is hereby incorporated by reference, constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement may be amended only as provided in this Agreement. Neither you nor Newz Group are relying on any representations or statements by the other party or any other person that are not included in this Agreement and the attached material. This Agreement may only be changed in the manner provided for in this section. Only Newz Group may change this Agreement. If we make any changes to the prices or charges, we will comply with our notice commitments. If you continue to use or pay for the services after any changes in the prices, charges, terms or conditions, you agree to the changes.

Thank you for using Newz Group Services