

CBS Newspath - Terms of Use
Effective Date: February 23, 2016

1. Acceptance of Terms of Use

These terms and conditions of use (the “**Terms**”) govern your use of any CBS Newspath provided electronic services and Internet-enabled applications (“**Services**”). **By using any Services, you are bound by these Terms along with any other separately negotiated instrument pertaining to the Services provided.** If you are using any Services on behalf of your employer, you represent that you have the authority to bind your employer to these Terms. In the event of a conflict between the terms of your employer’s separately negotiated instrument and these Terms, then the separately negotiated instrument shall govern. The Services may be accessed through a browser or through a mobile software application (“**Software**”).

2. Registration and Access Controls

You are responsible for the confidentiality of your login credentials. You are responsible for all activities that occur from your login credentials. Your login credentials are for your personal use only. If you believe that someone is using any of your credentials, please contact CBS immediately. CBS is not responsible for any loss or damage resulting from your failure to notify CBS of unauthorized use. You must provide CBS accurate and complete information and must update such information when it changes.

3. Modification

CBS may change these Terms at any time, so CBS encourages you to review the Terms periodically. If you continue to use any Services after CBS changes the Terms, you accept all changes retroactively.

4. Acceptable Use

You may not use any Services or Software to do the following or assist others to do the following:

- (a) sublicense, assign, sell, or lease the Services, Software or content to third parties without a CBS Newspath agreement;
- (b) use the Services or Software for any commercial purpose unrelated to your CBS Newspath affiliation ;
- (c) remove any copyright, trademark or other proprietary notations from content on the Services or Software;
- (d) threaten, defame, stalk, abuse, or harass other persons or engage in illegal activities;
- (e) link to any Services from a non-CBS website
- (f) transmit files that contain viruses, spyware, adware, or other harmful code;
- (g) advertise or promote goods or services without CBS’s permission (including, without limitation, by sending spam);
- (h) interfere with others using the Services or otherwise disrupt any Services;
- (i) transmit, collect, or access personally identifiable information about other users without the consent of those users and CBS;
- (j) engage in unauthorized spidering, scraping, or harvesting CBS content, contacts or other personal information, or use any other unauthorized automated means to obtain CBS information;
- (k) impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit; or
- (l) defeat any access controls, access any portion of the Services, Software or any CBS websites, computers or information systems that CBS has not authorized you to access (including password-protected areas), link to password-protected areas, attempt to use another user’s account credentials, or allow anyone else to use your account credentials.

5. Access to Services; Account Deletion

CBS may monitor your use of the Services at any time.

CBS may take any of the following actions in CBS’s sole discretion at any time and for any reason without any liability and without giving you prior notice:

- (a) Restrict or terminate your access to any Services;

- (b) Change or discontinue any Services;
- (c) Deactivate your Services accounts and delete all related information and files in your accounts; and
- (d) Provide information to third parties concerning you and your activities to comply with applicable laws or respond to court order, subpoenas, or other lawful requests, or as otherwise described in the privacy policy.

6. Cookies and Other Tracking Devices

When you use the Services, CBS and its service providers may collect certain information by automated or electronic means, using technologies such as cookies, pixel tags and web beacons, browser analysis tools and web server logs. As you use the Services and related applications, your browser and devices communicate with servers operated by CBS, business partners and service providers to operate the Services.

7. Disclaimer of Warranties

CBS does not warrant: (1) that the Services will be uninterrupted or error-free; (2) that defects will be corrected; (3) that the Services or the hardware, software or information systems hosting or enabling access to them are free of viruses or other harmful code; or (4) that the Services or information available through the Services will continue to be available. CBS disclaims any express or implied warranties, including, without limitation, non-infringement, merchantability, fitness for a particular purpose, and title. The Services including, without limitation, all related hardware, software and information systems made available to you are provided “as is,” “as available,” and “with all faults.”

Your access to and use of the Services is at your risk.

Any damages you may incur that arise out of CBS’ acts or omissions, are not irreparable and are not sufficient to entitle you to an injunction or other equitable relief restricting exploitation of any website, property, product, program, television show, motion picture, or other audio/visual content.

You acknowledge that you may be waiving rights with respect to claims that are unknown or are unsuspected. Accordingly, you hereby waive the benefit of any law, including, to the extent applicable, California civil code § 1542, that otherwise might limit your waiver of such claims. Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages, so some of the above limitations and exclusions may not apply to you.

8. Indemnification

You hereby indemnify, defend, and hold harmless CBS, its affiliates, and their respective vendors, partners, clients, licensees, licensors, service providers, third-party content providers and all officers, directors, shareholders, employees and agents of all of the foregoing from and against all third party claims, demands, damages, liabilities and costs (including attorneys’ fees) arising out of or in connection with: (a) your use of the Services; (b) your breach of this Agreement; or (c) your violation of any applicable law as a result of your use of the Services. For all claims regarding content on CBS Newspath please refer to your employer’s CBS Newspath subscriber agreement or affiliation agreement.

9. Choice of Law/Statute of Limitations

These Terms and your use of the Services are governed by the laws of the State specified in your employer’s CBS Newspath agreement. If your employer’s CBS Newspath agreement is silent as to which State’s law governs, then your use of the Services are governed by the laws of the State of New York, and you irrevocably submit to the exclusive jurisdiction for all actions in New York State, New York County, and agree not to plead to the contrary. You must bring any claim arising from these Terms within one year from the relevant date of your access to the Services that gave rise to the claim.

10. Complete Agreement

This Agreement along with your employer's separately negotiated instrument governs your use of the Services. Other transactions between you and CBS are subject to other applicable agreements. No changes by you to these Terms are valid without express written consent of CBS in a writing pertaining to these Terms. CBS may be required by state or federal law to notify you of certain events. Notices will be effective upon our delivering them to you in writing, which may include email. If you do not provide CBS with accurate contact information, CBS will not be responsible for failure to notify you. CBS's failure to exercise or enforce any provision in these Terms will not constitute a waiver of such provision. These Terms, including all additional terms, conditions, and policies contained or referenced in a mutually executed instrument between you and CBS, constitute the entire agreement between you and CBS and supersede all prior agreements with respect to your use of the Services. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed and the remainder of the Terms will continue to be valid and enforceable.

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