

## Terms of Service Agreement

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("Terms of Service") CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR BY USING ANY OTHER ACCESS POINTS, SUCH AS APPLICATIONS OR OTHER PROPERTIES OWNED, MANAGED OR OPERATED BY ONENEWS CORPORATION ("ONENEWS") OR ITS SUBSIDIARIES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE OR ANY OTHER ACCESS POINTS.

1. General. These Terms of Service apply to all users of this website (the "Site"), including users who are also contributors of content, including, but not limited to, materials such as video, still imagery, audio, text, information, and other materials or services on the Site ("User Submissions"). The Site includes all aspects of OneNews, including but not limited to, products, software and services offered via the Site such as content channels, OneNews mobile device applications, OneNews uploader applications, and other applications. These Terms of Service do not alter in any way, and is in addition to, the terms or conditions of any other agreement you may have with OneNews, its subsidiaries or affiliates. By using this Site, you affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. If you are using the Site on behalf of any entity, you further represent and warrant that you are authorized to accept these Terms of Service on such entity's behalf, and that such entity agrees to indemnify OneNews for violations of these Terms of Service.
2. Modifications to Terms of Service. OneNews reserves the right to change any of the terms and conditions contained in the Terms of Service or any policy or guideline of the Site, at any time, in its sole discretion and without notice. The current date of these Terms of Service is posted at the top of the page. It is your responsibility to review the Terms of Service for any changes. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of any changes. OneNews encourages you to review the Terms of Service whenever you visit this Site.
3. Ownership of the Site and Site Content. This Site is owned by and operated by OneNews, whose contact details are provided on this Site. Unless otherwise indicated, all of the content featured or displayed on this Site, except all User Submissions (defined below) , including, but not limited to, video content, text, graphics, databases, the Site design and its "look and feel," data, static images, dynamic images, sound, computer codes contained in the Site, digital conversions, illustrations, interactive features, software, and the selection and arrangement thereof ("OneNews Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by OneNews, its subsidiaries, or affiliates. All elements of the Site, including the OneNews Content and Marks, are

protected by copyright, trade dress, moral rights, trademark, patent and other laws relating to the protection of intellectual property.

4. **Ownership of User Submitted Content.** You may submit or upload any submissions, including image content, audio content and textual content, which you believe will be of interest to the public ("User Submissions"). You may not upload offensive User Submissions or any User Submissions that breach any law where the User Submissions may be viewed. You are responsible for the User Submissions you upload to OneNews. OneNews is not responsible for the User Submissions and OneNews is not obligated to monitor, pre-screen or pre-approve the User Submissions. However, OneNews reserves the right to remove any User Submission, in whole or in part, for any or no reason, including, but not limited to, any User Submission that violates these Terms of Service or is otherwise objectionable, in OneNews' sole discretion. By uploading any User Submissions to OneNews, you represent and warrant that you own and control all rights in the User Submissions, including all copyrights, trade secrets, trademarks, patents or other proprietary rights, including privacy and publicity rights in the User Submissions, or you have obtained written permission from the rightful owner of the User Submissions, including copyrights, trade secrets, trademarks, patents or other proprietary rights, including privacy and publicity rights in the User Submissions, to post the material and to grant OneNews the license rights granted herein (see Section 7). You further represent and warrant that you have obtained written permission from all parties that are the subject of the User Submissions to post such User Submissions. If a subject is under 18 years of age and is not an emancipated minor, you further represent and warrant that you have obtained written permission from the appropriate legal parent or guardian. Any breach of the warranties and representations in this Section 4 will be cause for OneNews to immediately terminate access to your account and OneNews will remove and delete any User Submissions which violate these Terms of Service. Also see Section 25 for third party rights to enforce these representations and warranties.
5. **Publicity Rights.** You authorize OneNews to include all or portions of the User Submissions including your name and likeness, in advertising and promotional projects, including online materials, printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards, entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations, online or electronic publications, including web pages, prints, posters and other reproductions for promotional purposes.
6. **Authenticity of the User Submissions.** For the User Submissions you submit or upload to this Site, you represent and warrant that (a) the User Submission is authentic; accurate; unaltered; does not infringe intellectual property rights of others; is not misleading; was not obtained by any hidden, surreptitious or illegal means or any other method that violates another person's privacy or publicity rights; is accurate genuine and does not depict an event staged for the purpose of making the User Submission; (b) use and posting of the User Submission does not violate these Terms of Service and will not violate any rights of or cause injury to any person or entity; and (c) does not violate any law, including by the manner in which it was obtained or created; and (d) was not

produced by you in the course of your employment by another person or entity. Also see Section 25 for third party rights to enforce these representations and warranties.

7. License to the User Submitted Content. BY CONTRIBUTING A USER SUBMISSION, YOU GRANT ONENEWS ALL OF THE LICENSE RIGHTS IN THIS SECTION 7.

- A. Limited Exclusive License. By submitting User Submissions and/or audio or textual descriptions of the User Submissions to OneNews you hereby grant OneNews, for good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge, a worldwide, exclusive, sublicenseable and transferable license for the term of FIVE (5) YEARS (the "Exclusive License Term"), to edit, use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions and/or audio or textual descriptions of the User Submissions in connection with the OneNews Site and OneNews' (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the User Submissions (and derivative works thereof) in any media formats, whether now known or hereafter devised, and through any media channels. User Submissions will be subject to license to third parties pursuant to a OneNews License Agreement. At the end of the Exclusive License Term, if the rights to your User Submission have not been purchased, the Exclusive License Term shall automatically end.
- B. Nonexclusive License. At the end of the Exclusive License Term, if your User Submission has not been sublicensed or transferred by OneNews or otherwise purchased through the OneNews Site, the exclusive license granted in Section 7A shall be terminated, and you hereby (and without further action by you) to grant to OneNews a non-exclusive, perpetual, worldwide license to use, reproduce, license, print, sublicense, distribute, prepare derivative works of, display, and perform the User Submissions and/or audio or textual descriptions of the User Submissions, in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in the User Submission, without payment to you or any third party.
- C. Moral Rights. If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Submission, you hereby declare that (a) you do not require that any personally identifying information be used in conjunction with the User Submission, or any derivative works of or upgrades thereto; (b) you have no objection to the publication, use, modification, deletion, and exploitation of the User Submission by OneNews or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Submissions; and (d) you forever release OneNews, and its licensees, successors and assigns, from any claims that you could otherwise assert against OneNews by virtue of any such moral rights.

OneNews provides no assurance that it will receive or process User Submissions uploaded by you to the Site and is absolved of any liability related thereto. OneNews reserves the right not to use or distribute your User Submissions.

8. **Non-Exclusive License to Access User Submitted Content.** You hereby grant each user of the Site a non-exclusive license to access your User Submissions through the Site for that user's personal use.
9. **Liability for User Submitted Content.** You shall be solely responsible for the User Submissions and any consequences of posting or publishing the User Submissions. It is your responsibility to evaluate or seek legal advice to evaluate all User Submissions for non-infringement of third party intellectual property rights. In connection with User Submissions, you affirm, represent, and/or warrant that: (1) you own or have the necessary licenses, rights, consents, and permissions to use and (2) authorize OneNews to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Site and these Terms of Service. You further agree that you will not submit material to OneNews that is subject to copyright protection by a third party, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have written permission from their rightful owner to post the material and to grant OneNews all of the license rights granted herein. You understand that whether or not such User Submissions are published, OneNews does not guarantee any confidentiality with respect to any User Submissions. OneNews shall have the right, but not the obligation, to monitor User Submissions posted or uploaded to the Site to determine compliance with these Terms of Service and any operating rules established by OneNews and to satisfy any law, regulation or authorized government request. Although OneNews has no obligation to monitor, screen, edit or remove any of the User Submissions posted or uploaded to the Site, OneNews reserves the right, and has absolute discretion to screen, edit, refuse to post or remove without notice any User Submissions posted or uploaded to the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Submissions posted to the Site at your sole cost and expense.
10. **Disclaimer of User Submitted Content.** OneNews does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and OneNews expressly disclaims any and all liability in connection with User Submissions. OneNews does not permit infringement of intellectual property rights on its Site. OneNews will remove all OneNews Content and User Submissions if properly notified that such OneNews Content or User Submission infringes on another's intellectual property rights. OneNews reserves the right to remove OneNews Content and User Submissions for any reason without prior notice, including inferior quality (i.e., blurry images, distorted audio, etc.), offensive, indecent, or objectionable content, among other reasons.
11. **Waiver of All Rights Arising From Exposure to The User Submissions.** You understand that when using the Site, you may be exposed to User Submissions from a variety of sources, and that OneNews is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against OneNews

with respect thereto, and agree to indemnify and hold OneNews, its Owners/Operators, affiliates, licensees, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of this Site.

12. **Third Party Content Accessed Through Site.** OneNews is a distributor (and not a publisher) of content supplied by third parties and users. This Site may contain links to third party websites that are not owned or controlled by OneNews. OneNews has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, OneNews will not and cannot censor or edit the content of any third-party website. By using this Site, you expressly relieve OneNews from any and all liability arising from your use of any third-party website.
13. **Registration.** In consideration of your use of this Site, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on this Site ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information you provide to OneNews, to keep it accurate, current and complete; (c) maintain the security of your password and identification; (d) notify OneNews immediately of any unauthorized use of your account or other breach of security; (e) accept all responsibility for any and all activities that occur under your account; and (f) accept all risks of unauthorized access to the Registration Data and any other information you provide to OneNews.
14. **Relationship of Parties.** When User Submissions are uploaded to the Site for good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge, a licensor/licensee relationship is established between the parties. OneNews will provide access to the User Submissions on the Site. OneNews will have no obligation to actively promote the User Submissions. If a user of the Site ("Buyer") purchases a non-exclusive license and downloads your User Submissions through the Site, you will receive a share of the purchase price and you will become an independent contractor and be responsible for paying your own taxes, among complying with other obligations. You acknowledge and agree that by uploading a User Submission, you are not entering into an employment relationship with OneNews or Buyer and that no relationship is created other than licensor/licensee. For avoidance of doubt, you will not be an agent of OneNews and OneNews is not acting as your agent in any respect.
15. **Escrow of Purchase Money.** Upon receipt of the purchase price payment from a Buyer, OneNews will escrow your share of the purchase price for a period of 30 days. If no claims are made against your User Submission, OneNews will release your share of the purchase price to you.
16. **Offer of Assignments to Gather User Submissions.** You may register with OneNews to receive real-time notifications of breaking news events or other events ("Events"). Upon registrations and unless you opt-out, OneNews is authorized to track you with ground positioning satellite (GPS) technology in order to identify and notify you if you are proximate to the location of selected Events. To the extent that you are subjected to dangers and/or hazards at or en route to the selected Events, you assume full responsibility for any exposure to dangers and/or hazards and hold OneNews, its

licensees, licensors and each of its and their affiliates, officers and directors, employees and shareholders harmless from any and all liability for injuries or death that result therefrom. You agree to keep a safe distance from any such Events and agree that you are subject to direction given by any governing agency and your actions can in no way adversely interfere with any activities such as lifesaving, search and rescue, emergency management or other activities. OneNews may compensate you for User Submission related to the Events upon review and approval by OneNews. You may receive additional compensation for the User Submission related to the Events upon purchase by a Buyer.

17. **Use of the Site.** This Site, the OneNews Content and the User Submissions are intended for users of the Site, including users that upload User Submissions, Buyers, and Site browsers (collectively referred to as "Customers"). You may not use this Site, the OneNews Content, or the User Submissions for any purpose not related to your business with OneNews. You are specifically prohibited from: (a) downloading, copying, or re-transmitting any or all of the Site, the OneNews Content and the User Submissions without, or in violation of, a written license or agreement with OneNews; (b) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any OneNews product or service if you are not expressly authorized by such party to do so; and (c) using the Site, the OneNews Content and the User Submissions other than for its intended purpose. Such unauthorized use may also violate applicable laws including, without limitation, copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes. You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from the United States or the country in which you reside. You shall not use any device or application to disrupt operation of the Site or any other properties owned by OneNews. You shall not attempt to or perform acts to overload the Site infrastructure or any other properties owned by OneNews. You shall not use the Site or any other properties owned by OneNews to distribute viruses or other malicious code or to attempt any unauthorized access to any part or component of the Site. You shall not cause all or part of the Site or any other properties owned by OneNews to be interrupted, damaged, rendered less efficient or to impair the effectiveness or functionality of the Site in any way. You shall not interfere with the Site or any other properties owned by OneNews.
18. **Copyright Infringement Policy.** In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, OneNews has adopted a policy of terminating, in appropriate circumstances and at OneNews' sole discretion, account holders who infringe the intellectual property rights of OneNews or any third party.
19. **Copyright Complaints.** OneNews respects the rights of all copyright holders. In this regard, OneNews has adopted and implemented a policy that provides for the termination in appropriate circumstances of users and account holders who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide OneNews' Copyright Agent (contact information below) the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright 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 that site;
3. 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;
4. Information reasonably sufficient to permit OneNews to contact the complaining party;
5. 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; and
6. 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.

OneNews Copyright Agent  
Cynthia Martin-Acosta  
1415 Euclid Ave.  
Miami Beach, FL 33139  
Phone: (305) 673-2526  
Fax: (786) 515-9823  
E-mail: cindy@onenews.com

OneNews may give notice of a copyright infringement claim through a general notice on the Site, electronic mail to a user's e-mail address, or by written communication sent by first-class mail to a user's address.

**Indemnification.** You agree to defend, indemnify and hold harmless OneNews, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Submissions that you post, store or otherwise transmit on or through the Site, your conduct, your use or inability to use the Site, your breach or alleged breach of the Terms of Service or of any representation or warranty contained herein, your unauthorized use of the OneNews Content, or your violation of any rights of another.

**Warranty Disclaimer.** WHILE ONENEWS EXERCISES ALL REASONABLE CARE IN THE CREATION, SELECTION AND ASSEMBLY OF THE SITE, THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE

RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ONENEWS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. WITHOUT LIMITING THE FOREGOING, ONENEWS, ITS AFFILIATES, SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU OR YOUR COMPANY AND ONENEWS, ITS AFFILIATES, SERVICE PROVIDERS AND LICENSORS HEREBY DISCLAIM (A) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, MISTAKES, INACCURACIES OF CONTENT, OR OMISSIONS IN THE OPERATION OF THIS SITE, ANY ACCESS POINTS, OR ANY PART OF THESE; (C) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THIS SITE OR ITS AVAILABILITY AT ANY PARTICULAR TIME OR LOCATION; (D) WARRANTIES RELATING TO THE USE, VALIDITY, ACCURACY, CURRENCY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THIS SITE OR ANY INFORMATION PUBLISHED ON THIS SITE OR ACCESS THROUGH ANY ONENEWS ACCESS POINT; (E) WARRANTIES RELATING TO WEBSITES TO WHICH THIS SITE IS LINKED; (F) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THIS SITE, (G) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (H) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (I) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (J) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. ONENEWS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ONENEWS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. Any material obtained by you through use of the Site is obtained at your own discretion and risk, and you will be solely responsible for any damage to your computer system, including mobile devices, or any loss of data that results from obtaining the material. It is your responsibility to evaluate (or take professional advice) on the accuracy and completeness of all information, statements, opinions and other material on this Site or any website with which it is linked. Some jurisdictions do not allow the exclusion or disclaimer of certain warranties. Accordingly some of the above disclaimers may not apply to you. We do not seek to exclude or limit liability for fraudulent misrepresentation. Your statutory rights as a consumer, if any, are not affected hereby.

Limitations of Liability. IN NO EVENT SHALL ONENEWS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY LOSSES AND

EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) LOSS OF INCOME OR PROFIT, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS SITE, (VII) CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE ACCESS TO AND USE OF THIS SITE OR ANY WEBSITE WITH WHICH IT IS LINKED, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ONENEWS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

**Applicable Law and Venue.** This Agreement will be governed in all respects by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of laws. Any disputes arising from this Agreement or its enforceability shall be finally settled by binding arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the Commercial Rules of the American Arbitration Association or of the International Chamber of Commerce (the applicable rules to be at OneNews' discretion) to be held in either New York, New York or London, England (whichever is closest to licensee). The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, OneNews shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against licensee or user in the event that, in the opinion of One News, such action is necessary or desirable.

**Waiver.** OneNews' failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by OneNews of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

Third-Party Beneficiary. Notwithstanding anything in these Terms to the contrary, you agree that any Buyer of a User Submission under these Terms is a third-party beneficiary of all of the rights and conditions of these Terms and is entitled to the rights and protections afforded to OneNews under these Terms as if it were OneNews. Without limiting the foregoing, and without limiting the rights of OneNews or Buyers under any other jurisdiction, if you are in the United Kingdom, the Contracts (Rights of Third Parties Act) 1999 specifically applies to these Terms.

Editorial Control. OneNews is a distributor and not a publisher and exercises no editorial control over assignments for Events, User Submissions, or any other content. Buyers may have their own editorial principles and may require you to agree to certain covenants as part of any license agreement for the User Submission.

####