

# Loud News Net, LLC

## Terms & Conditions of Use Agreement

Effective Date: February 11, 2021

PLEASE CAREFULLY READ THESE TERMS & CONDITIONS OF USE (“Terms”, “Terms of Use”, or “Agreement”) ALONG WITH THE PRIVACY POLICY AND OTHER POLICIES OR AGREEMENTS REFERENCED IN THESE TERMS AND CONDITIONS OF USE BEFORE USING THIS SITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

These Terms of Use describe the terms and conditions that govern your use of the current and future online and mobile websites, platforms, services, applications, and networks owned or operated by Loud News Net (“We”, “Us”, “Our”) including without limitation, loudnewsnet.com and/or for which Loud News Net currently or in the future provides services and/or technology (“Site”, “Sites”). By your use of any of Loud News Net’s Sites, without limitation, when you view or access content on any of our content such as but not limited to articles, videos, photos, etc., you acknowledge and accept to be bound by these Terms of Use. Moreover, you agree to accept notice of posting any new Terms via Our Site on which you accessed these Terms.

**(A) Governing Terms.** These Terms along with any additional Terms of Use that are referenced herein or are presented elsewhere on our Sites such as, without limitation, Our Privacy Policy establish the Terms and Conditions for your use of the loudnewsnet.com Site. Any use of our Site by you means that you acknowledge and agree to comply with all of the Terms and Conditions of Use hereof. If you do not agree to these Terms, you should not access or use Our Site.

**(B) Changes to Terms and Conditions of Use.** We may modify these Terms, and any part thereof, or add or subtract terms and conditions at any time,

and all such changes, additions, and deletions will be effective immediately upon posting. Your use, therefore, of the Site after such posting shall be interpreted to constitute acceptance by you of all such changes, additions, or deletions.

**(C) Changes to Site.** Loud News Net may change or remove any aspect, service, or feature of Our Site at any time items such as, without limitation, content, available hours, and equipment necessary for access or use.

**(D) Equipment.** It is solely your responsibility to obtain and maintain all connectivity, computer software, hardware, and other equipment necessary for access and use of the Site.

**(E) Registration.** You may be given the opportunity to register via an online registration form to create a user account ("Your Account") that may allow you to receive information from Loud News Net and/or to participate in certain features on the Site such as certain Interactive Areas. We will use the information you provide in accordance with our Privacy Policy. By registering, you represent and warrant that all information that you provide on the registration form is current, complete, and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Site so that it remains current, complete, and accurate. During the registration process, you may be required to choose a password and/or user name. You acknowledge and agree that Loud News Net may rely on this password or user name to identify you. You shall be responsible for protecting the confidentiality of your user name(s) or password(s), if any. You are responsible for all use of Your Account, regardless of whether you authorized such access or use, and for ensuring that all use of Your Account complies fully with the provisions of these Terms of Use.

**(a) Subscription Minimum Age Requirement.** In order to subscribe to Our news platform, you certify that you are at least 21 years of age. If you are not 21 years of age or older, you are prohibited from subscribing to Our Site. If We discover you have subscribed and do not meet Our age requirement, then we will take necessary actions to quickly remedy your violation of our Terms such as, but not limited to, deleting your subscription, banning you from accessing Our site, etc.

## User Content and Conduct; Community Guidelines

The following terms apply to content submitted by users, and user conduct, on the Site's Interactive Areas:

**(A) Interactive Areas.** The Site may contain comments sections, discussion forums, or other interactive features in which you may post or upload user-generated content, including but not limited to comments, video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas, and you use them at your own risk. Interactive Areas are available for individuals aged 13 years or older. By submitting User Content to an Interactive Area, you represent that you are 13 years of age or older, and, if you are under the age of 18, you either are an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms of Use, submit content, participate on the Site, and fulfill the obligations set forth in these Terms, which forms a binding contract between you and Loud News Net.

**(B) Community Guidelines.** By submitting any User Content or participating in an Interactive Area within or in connection with the Site, you agree to abide by the following rules of conduct:

- (i) You acknowledge and agree not to upload, post, or otherwise transmit any User Content that:
  - violates or infringes in any way upon the rights of others, including without limitation any statements which may defame, harass, stalk or threaten others.
  - you know to be false, misleading or inaccurate.
  - contains blatant expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity.
  - contains or advocates pornography or sexually explicit content, pedophilia, incest, bestiality, or that is otherwise obscene or lewd.

- violates any law or advocates or provides instruction on dangerous, illegal, or predatory acts, or discusses illegal activities with the intent to commit them.
  - incites or advocates violent behavior.
  - poses a reasonable threat to personal or public safety.
  - contains violent images of killing or physical abuse that appear to have been captured solely, or principally, for exploitive, prurient, or gratuitous purposes.
  - is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person(s) determined by Loud News Net, in its sole discretion, to have violated the intellectual property or other rights of others shall have questioned content removed and shall be barred from submitting or posting any further material on the Site.
  - does not generally pertain to the designated topic or theme of any Interactive Area.
  - contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- (ii) You agree not to engage in activity that would constitute a criminal offense or give rise to a civil liability.
- (iii) You agree that if necessary, you have the consent of each and every identifiable natural person in any submission to use such

persons name or likeness in the manner contemplated by the Site.

- (iv) You agree not to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
- (v) You agree not to represent or suggest, directly or indirectly, Loud News Net's endorsement of User Content.
- (vi) You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about the Site users or posting private information about a third party.
- (vii) You agree not to upload, post, or otherwise transmit any User Content, software or other materials, which contain a virus or other harmful or disruptive components.
- (viii) You agree not to interfere with or disrupt the Site or the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
- (ix) You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site, use the Site, or access to the Site.
- (x) You agree not to use any service, technology, or automated system to artificially inflate the page views that your User Content receives. This includes pay-per-click services, web "robots," and any other current or future technologies. You also agree not to direct any third party to use these such services, technologies or automated systems on your behalf.
- (xi) You agree not to use any technology, service, or automated system to post more User Content than an individual could upload in a given period of time. You also agree not to direct any third party to use these such services, technologies, or automated systems on your behalf.

Any conduct that in Loud News Net's sole discretion restricts or inhibits anyone else from using or enjoying the Site is prohibited. Loud News Net reserves the right in its sole discretion to remove or edit User Content by you and to terminate Your Account for any reason.

We do not vouch for the accuracy or credibility of any User Content, and do not take any responsibility or assume any liability for any actions you may take as a result of reading User Content posted on the Site. Through your use of Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using Interactive Areas, you assume all associated risks.

**(C) Monitoring.** Loud News Net shall have the right, but not the obligation, to monitor User Content posted or uploaded to the Site to determine compliance with these Terms of Use and any operating rules established by Us and to satisfy any law, regulation, or authorized government request. Although We have no obligation to monitor, screen, edit, or remove any of the User Content posted or uploaded to the Site, We reserve the right, and have absolute discretion, to screen, edit, refuse to post, or remove without notice any User Content 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 Content posted to the Site at your sole cost and expense. In addition, We may share personally identifiable information in response to a law enforcement agency's request, or where we believe it is necessary, or as otherwise required or permitted by law. See Our Privacy Policy.

Our sole discretion to monitor and/or modify User Content does not constitute nor shall it be deemed to constitute any responsibility or liability in any manner on the part of Loud News Net in connection with or arising from use by you of Interactive Areas on the Site.

**(D) License to User Content.** By submitting User Content to the Site, you automatically grant Loud News Net the royalty-free, perpetual, irrevocable,

non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license, and otherwise exploit such User Content (in whole or in part) worldwide in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties. You represent and warrant to Loud News Net that you have the full legal right, power, and authority to grant to Loud News Net the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license, and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms of Use, or infringe upon any rights, including the right of privacy or right of publicity, constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant Loud News Net the right, but not the obligation, to pursue at law any person or entity that violates your or Our rights in the User Content by a breach of these Terms of Use.

**(E) Moral Rights.** If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion, and exploitation of the User Content by Loud News Net 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 Content; and (d) you forever release Loud News Net, and its licensees, successors and assigns, from any claims that you could otherwise assert against Loud News Net by virtue of any such moral rights. You also permit any other user to access, view, store, or reproduce the User Content for that user's personal use.

**(F) No Obligation.** User Content submitted by you will be considered non-confidential and Loud News Net is under no obligation to treat such User Content as proprietary information except pursuant to the Our Privacy Policy. Without limiting the foregoing, We reserve the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. Loud News Net is under no obligation to edit, delete, or otherwise modify User Content once it has been submitted to Us. We shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

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## **Disclaimer of Warranty; Limitation of Liability and Time Limitation for Claims**

(A) YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER LOUD NEWS NET, ITS PRESENT OR FUTURE PARENT(S), SUBSIDIARIES, OR RELATED ENTITIES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SITE.

(B) THE SITE, INCLUDING, WITHOUT LIMITATION, ANY DOWNLOADABLE SOFTWARE, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

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DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE SITE OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE SITE(S), OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE SITE(S). YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF LOUD NEWS NET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT LOUD NEWS NET IS NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE SITES OR ANY OTHER THIRD PARTIES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

(E) LOUD NEWS NET DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING THE SITE, YOU ACKNOWLEDGE AND AGREE TO LOUD NEWS NET'S DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR USE THE SITE.

(F) TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE OR YOUR USE OF THE SERVICE AND/OR SITE, THESE TERMS, OR THE RELATIONSHIP BETWEEN US, MUST BE COMMENCED WITHIN ONE YEAR OF THE RELEVANT EVENTS. A DISPUTE IS COMMENCED IF IT IS FILED IN AN ARBITRATION OR, IF THE DISPUTE IS NON-ARBITRABLE, A COURT WITH JURISDICTION, DURING THE ONE-YEAR PERIOD. IF YOU OR WE PROVIDE NOTICE OF A DISPUTE UNDER SECTION DISPUTE RESOLUTION, THE ONE-YEAR PERIOD IS TOLLED FOR 60 DAYS FOLLOWING

RECEIPT OF THE NOTICE OF DISPUTE. YOU AND WE EACH WAIVE THE RIGHT TO PURSUE ANY DISPUTE, CLAIM, OR CONTROVERSY THAT IS NOT FILED WITHIN ONE YEAR AND ANY RIGHT YOU OR WE MAY HAVE HAD TO PURSUE THAT DISPUTE, CLAIM, OR CONTROVERSY IN ANY FORUM IS PERMANENTLY BARRED.

## **Indemnification**

You agree to defend, indemnify, and hold harmless Loud News Net, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the Site by you or your Account. We reserve the right to take over the exclusive defense of any claim for which We are entitled to indemnification under this Section. In such an event, you shall provide Us with such cooperation as is reasonably requested by Loud News Net.

## **Termination**

Loud News Net may terminate or suspend these Terms at any time without notice to you. Without limiting the foregoing, We shall have the right to immediately terminate Your Account in the event of any conduct by you which We, in Our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms of Use.

## **Trademarks**

Loud News Net owns all rights to Our logos and trademarks used in connection with the Site. All other logos and trademarks appearing on the Site are the property of their respective owners.

## **Governing Law and Venue**

The content, data, video, and all other material and features on the Site are presented for the purpose of providing entertainment, news and/or information

and/or promoting programs, films, music, games, and other products and/or services that are or may become available in the United States, its territories, possessions, and protectorates.

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Rhode Island without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Providence County, Rhode Island, and waive any objection to such jurisdiction or venue. Any claim under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Loud News Net and You arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If We are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. You acknowledge and agree to have mediation administered by JAMS located in Boston, Massachusetts and according to JAMS mediation procedures. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## **Severability**

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this Agreement and shall not affect the validity and enforceability of any remaining provisions; thus, the remaining provisions shall remain effective to the fullest extent permitted by applicable law. If any part of these Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of these Terms of Use will remain binding upon the parties. The section headings used herein are for convenience only and shall not be given any legal

import. This is the entire agreement between the parties relating to the matters contained herein.

## **Void Where Prohibited**

The Site is operated out of the United States. Some of the functions, features, or other content mentioned on the Site may not be available to all persons or in all geographic locations or jurisdictions. Further, We make no claims that the Site or any of its content is appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries, and such access is prohibited. You are also subject to United States export controls and are responsible for any violations of United States embargoes or other federal rules and regulations restricting exports. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If you access the Site from outside the United States, you do so on your own initiative and at your own risk, and are responsible for compliance with all local laws. Loud News Net reserves the right, in Our sole discretion, to limit the availability of the Site, including any content, to any person, geographic area, or jurisdiction at any time.

## **Miscellaneous**

Neither Loud News Net nor You shall be liable for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, terrorism, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

## Copyrights and Copyright Agent

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Loud News Net's Copyright Agent 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 us 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.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

**Address:** Loud News Net  
C/O Registered Agents Inc  
47 Wood Ave, Suite 2  
Barrington, RI 02806

**Email:** [info@loudnewsnet.com](mailto:info@loudnewsnet.com)

For any questions or requests other than copyright issues or licensing requests, please contact [loud@loudnewsnet.com](mailto:loud@loudnewsnet.com).