



TERMS OF USE

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Indemnity

You agree to indemnify, defend and hold harmless News Corp, Company Affiliates, and their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, suppliers and service providers from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with (a) your use of this website, or (b) your breach or violation of these Terms of Use. News Corp reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with us upon our request.

Notice and Procedure for Making Claims of Copyright Infringement

News Corp respects the intellectual property of others and asks users of this website to do the same. News Corp has a policy of terminating repeat infringers' access to its websites and services in appropriate circumstances. If you are a copyright owner or an agent thereof and believe that any content on this website infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Designated Agent (as set forth below) with the following information in writing (see 17 U.S.C. 512(c)(3) for further details):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on this website are covered by a single notification, a representative list of such works on this website;
- 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;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if applicable, e-mail address;
- A statement that you have 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
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification of claimed infringement must be submitted to the following Designated Agent:

Name and Address of Designated Agent:

Copyright Agent

C/O News Corporation

Attn: Legal Department

1211 Ave of Americas

New York, NY 10036

Email: dmca-legal@newscorp.com

Facsimile: 212-852-7217

For clarity, only notices of claims for alleged copyright infringement should be sent to the Designated Agent.

Dispute Resolution and Arbitration

You and News Corp both benefit from establishing a predictable legal environment in regard to this Website or any Content, information, software or other materials. Therefore, you and News Corp explicitly agree that all disputes, claims or other matters arising from or relating to your use of this Website or any Content, information, software or other materials will be governed by the laws of the State of New York and the federal laws of the United States. You and News Corp also agree that Company Affiliates are third-party beneficiaries of this Dispute Resolution and Arbitration Section and that, for purposes of this Section 19, “we”, “us”, and our include both News Corp and Company Affiliates.

We expect that we will be able to resolve most issues you may have using this Website or any Content, information, software or other materials. In the unlikely event that an issue remains unresolved, we prefer to specify now what each of us should expect in order to avoid any

confusion later. Accordingly, you and we agree to the following resolution process.

In an attempt to find the quickest and most efficient resolution of our issues, you and we agree to first discuss any issue informally for at least 30 days, except that claims based on infringement or misuses of intellectual property and/or misappropriation of trade secrets may be brought without any advance discussion as further provided below. To do that, please send your full name, your email and/or mailing address, your concern, and your proposed solution by certified mail to us at: News Corporation, 1211 Avenue of the Americas, New York, NY 10036; Attn: Legal Department. If we would like to discuss an issue with you, we will contact you using an email or mailing address we have on file for you.

IF WE DO NOT REACH AN AGREED UPON SOLUTION AFTER OUR DISCUSSIONS FOR AT LEAST 30 DAYS, YOU AND WE AGREE THAT ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THIS WEBSITE OR ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIALS, OR THE RELATIONSHIP WHICH RESULTS FROM THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION, THE PERFORMANCE, BREACH, ENFORCEMENT, EXISTENCE OR VALIDITY OF THE MATTERS PROVIDED FOR IN THESE TERMS OF USE; OUR RELATIONSHIP WITH EACH OTHER; THIS AGREEMENT TO ARBITRATE OR THE SCOPE OF THIS ARBITRATION AGREEMENT (EACH A "CLAIM"), MUST BE RESOLVED THROUGH PRIVATE AND CONFIDENTIAL BINDING INDIVIDUAL ARBITRATION BEFORE JAMS, PURSUANT TO JAMS' STREAMLINED ARBITRATION RULES AND PROCEDURES LOCATED AT WWW.JAMS.ADR.COM. ALL CLAIMS WILL BE ARBITRATED BEFORE A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED OR JOINED IN ANY ARBITRATION WITH ANY CLAIM OF ANY OTHER PARTY. AS AN EXCEPTION TO THIS ARBITRATION AGREEMENT,

EITHER YOU OR WE MAY PURSUE IN SMALL CLAIMS COURT ANY CLAIM THAT IS WITHIN THAT COURT'S JURISDICTION AS LONG AS YOU PROCEED ONLY ON AN INDIVIDUAL BASIS, AND YOU OR WE MAY AT ANY TIME BRING SUIT IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF NEW YORK, COUNTY OF NEW YORK AGAINST THE OTHER IN RELATION TO CLAIMS BASED ON INFRINGEMENT OR MISUSE OF INTELLECTUAL PROPERTY AND/OR MISAPPROPRIATION OF TRADE SECRETS AND YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY.

NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN ORDER TO PROTECT ITS RIGHTS PENDING AN OUTCOME IN ARBITRATION. INJUNCTIVE RELIEF MAY BE SOUGHT IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK, COUNTY OF NEW YORK.

YOU AND WE ALSO AGREE TO ARBITRATE IN EACH OF YOUR AND OUR INDIVIDUAL CAPACITIES ONLY, NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS AND, WHERE APPLICABLE, YOU AND WE ALSO AGREE TO OPT OUT OF ANY SUCH CLASS PROCEEDING.

If your claim is for \$10,000 or less, we agree that the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, unless you request a telephonic or in-person hearing. The arbitration hearings for U.S. residents will be held in New York, New York. If this location is not convenient for you, please let us know and we will work to determine a mutually convenient location. If we cannot agree on such a location, the arbitrator will determine the location of the hearing.

For United States residents, regardless of who initiates the arbitration, we will reimburse you for your share of arbitration fees (not including your attorneys' fees) up to a maximum of \$2,500.

If the arbitrator rules against us, in addition to accepting whatever responsibility is ordered by the arbitrator, we will reimburse your reasonable attorneys' fees and costs up to a maximum of \$5,000, regardless of who initiated the arbitration. In addition, if the arbitrator rules in our favor, we will not seek reimbursement of our attorney's fees and costs, regardless of who initiated the arbitration unless the arbitrator finds some or all of your claims to be frivolous or to have been brought in bad faith.

You and we agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged, the proceedings, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, the enforcement of an award, or unless otherwise required by law or court order.

IT IS IMPORTANT THAT YOU UNDERSTAND THAT BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU ARE WAIVING ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AGAINST US FOR CLAIMS THAT ARE COVERED BY THIS AGREEMENT TO ARBITRATE. THE ARBITRATOR'S DECISION WILL BE CONCLUSIVE AND BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION.

YOU AGREE THAT ANY CLAIM YOU MAY HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CLAIM ARISES.

Miscellaneous

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