

## **THE GLOBAL INDIAN NEWS NETWORK TERMS OF SERVICE**

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**User Content Posting Rules.** Any decisions as to whether User Content violates any posting rule set forth in these Terms will be made by us in our sole discretion and after we have actual notice of such posting. When you provide User Content, you agree to the following rules:

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- contains vulgar, profane, abusive, racist or hateful language, expressions, epithets, slurs, text, photographs or illustrations, or is in poor taste, or is an inflammatory attack of a personal, racial or religious nature;
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
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- violates any right of the Site, The Global Indian News Network or any third party;
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- violates or encourages the violation of any municipal, state, federal or international law, rule, regulation, ordinance, or similar requirement;
- interferes with any third party's use of the Site;
- advertises, promotes or offers to trade any goods or services, except in areas specifically designated for such purpose;
- collects any user content or information, or otherwise accesses the Site using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission;
- violates any robot exclusion headers of the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Site;
- shares, recompiles, decompiles, disassembles, reverse engineers, or makes or distributes any other form of, or any derivative work from, the Site;
- attempts to scrape or collect any personal or private information from other users or from the Site;
- pretends to come from someone other than you, or where you are impersonating someone else;
- intercepts or monitors, damages, or modifies any communication not intended for you;
- uses or attempt to use another's registration account, password, service or system except as expressly permitted by the Terms;
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Copyright Agent, Legal Department, The Global Indian News Network, ([Copy Email](#))

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**Economic Area or any member state that has adopted the General Data Protection Regulation, you are not permitted to provide personal data to us.**

**Modifying these Terms.** The Site and The Global Indian News Network reserve the right to change these Terms at any time in their respective discretion and to notify users of any such changes solely by changing the Effective Date of these Terms. The most current version of these Terms will supersede all previous versions. Your continued use of the Site after the posting of any amended Terms shall constitute your agreement to be bound by any such changes. Your use of the Site prior to the time these Terms were posted will be governed according to the Terms that applied at the time of your use.

**Discontinuation of Service.** The Site may modify, suspend, discontinue or restrict the use of any portion of the Site, including the availability of any portion of the Content at any time, without notice or liability. The Site may deny access to any registered member or other user at any time for any reason, or no reason at all in our sole discretion. In addition, the Site or The Global Indian News Network may at any time transfer rights and obligations under these Terms to any The Global Indian News Network affiliate, subsidiary or business unit, or any of their affiliated companies or divisions, or any entity that acquires The Global Indian News Network, the Site or any of their respective assets.

**Statute of Limitations.** To the extent allowed by law, you agree to file any claim regarding any aspect of this Site or these Terms within six months of the time in which the events giving rise to such claim began, or you agree to waive such claim.

**Disputes.** Our Customer Support Department is available at ([Email](#))to address any concerns you may have regarding the Site. Our Customer Support Department is able to resolve most concerns quickly to our customers' satisfaction. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Customer Support Department and good faith negotiations, which shall be a condition to either party initiating a lawsuit or arbitration.

For any dispute that is not subject to binding arbitration or otherwise as set forth in these Terms, you and the Site agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in the United States / India. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

These Terms and the relationship between you and the Site shall be governed by the laws of the United States / India without regard to conflict of law provisions.

**MANDATORY ARBITRATION AND CLASS ACTION WAIVER  
PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR  
LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT  
IN COURT.**

You and The Global Indian News Network agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Section is intended to be interpreted broadly and governs any and all disputes between us, including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. **The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.**

By agreeing to these Terms, you agree to resolve any and all disputes with The Global Indian News Network as follows:

**Initial Dispute Resolution.** Most disputes can be resolved without resort to litigation. You can reach our Customer Support Department at ([Email](#)). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with our Customer Support

Department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

**Binding Arbitration.** If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' or Privacy Policy's formation, performance, and breach), the parties' relationship with each other, and/or your use of the Site shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the Privacy Policy, including but not limited to any claim that all or any part of these Terms or Privacy Policy is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover; (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee to our US / India Office.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, The Global Indian News Network will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, The Global Indian News Network will pay the fees invoiced by JAMS, including filing fees and

arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States / India, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States / India, arbitration shall be initiated either in The United States / India, and you and The Global Indian News Network agree to submit to the personal jurisdiction of any federal or state court in the said geographies to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

**Class Action Waiver.** The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND THE GLOBAL INDIAN NEWS NETWORK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes on a class basis.

**Exception.** *Litigation of Intellectual Property and Small Claims Court Claims:* Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or

unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

**30-Day Right to Opt Out.** You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to (Email) with the subject line, "MANDATORY ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of (a) the Effective Date of these Terms; or (b) the first date that you used the Site that contained any versions of the Terms that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, The Global Indian News Network also will not be bound by them.

**Changes to This Section.** Any changes to this section will be made in the same manner as described in the Modifying these Terms section above; however, such changes will only become effective sixty (60) days after the revised Effective Date of these Terms and only will apply prospectively to claims arising after the sixtieth (60th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled "Mandatory Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the Site.

**Survival.** This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your account or the Site.

### **General Provisions**

**Force Majeure.** The failure of the Site to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside

of the control of the Site (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

**Severability.** If for any reason any provision of these Terms is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of these Terms shall continue in full force and effect.

**No Waiver.** Any failure of the Site to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

**No Third-Party Beneficiaries.** You agree, except as expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

**Section Titles.** The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

**Termination.** In the event of termination of these Terms for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Content, the license(s) you have granted to the Site, the Disputes provisions, and all other provisions for which survival is equitable or appropriate.

**Conflicts.** In the case of a conflict between these Terms and the terms of any electronic or machine readable statement or policy, these Terms shall control. Similarly, in case of a conflict between these Terms and our Privacy Policy, these Terms control.

**No Joint Venture, Partnership, or Agency Relationship.** No joint venture, partnership or agency relationship exists between you and the Site. These Terms, our Privacy Policy, any uses of the Site by you, and any information, products, or services provided by the Site to you do not create and shall not be construed to create a joint venture, partnership or agency relationship between you and the Site or The Global Indian News Network.

**Limitation of Liability and Disclaimer of Warranties are Material Terms of these Terms.** You agree that the provisions of these Terms that

limit liability and disclaim warranties are essential terms of these Terms of Service.

**Entire Agreement.** These Terms constitute the entire agreement between you and the Site and supersede all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of these Terms will be binding unless made in writing and signed by The Global Indian News Network. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between these Terms and any applicable purchase or other terms, these Terms shall govern.

Effective Date: June 19, 2018