

Newark Regional Business Partnership Web Site

Terms of Use Agreement

Thank you for visiting the Newark Regional Business Partnership Web site. As is true for many other web sites, this web site has rules that apply to your use of this site and any services available through this site. Those rules, referred to as "terms of use," are set forth in this Terms of Use Agreement. By using this site, you are agreeing to comply with and be bound by the following terms of use. Please review them carefully. If you do not agree with any of these terms of use, please do not use this Site.

1. **Who Owns This Site?** This Site is owned by Newark Regional Business Partnership • 744 Broad Street, 26th Floor • Newark, NJ 07102-3802. The site is developed and maintained by Newark Regional Business Partnership.
2. **Right to Update the Site:** Newark Regional Business Partnership may discontinue, edit, delete or change any aspect of the Site, including, but not limited to: (i) restricting availability times, (ii) restricting compatibility with certain computer software or hardware, (iii) restricting amounts of use permitted, and (iv) restricting, suspending or terminating any user's right to use the Site, at Newark Regional Business Partnership's sole discretion and without prior notice or liability.
3. **Entire Agreement:** You agree that this Terms of Use Agreement ("Agreement") constitutes the entire agreement between you and Newark Regional Business Partnership with respect to your use of the Site, and supersedes all previous and contemporaneous agreements, representations, warranties and understandings, written or oral, between Newark Regional Business Partnership. Newark Regional Business Partnership may post certain additional terms or conditions in close proximity to a particular portion of the Site, which shall also apply to your use of that portion of the Site. Newark Regional Business Partnership may amend this Agreement at any time from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should periodically check this Agreement for changes. Your continued use of the Site shall be deemed your acceptance of any such changes.
4. **Trademarks:** Newark Regional Business Partnership is a trademark. Other product and company names mentioned on the Site may be trademarks/service marks of their respective owners.
5. **Copyrights:** The content organization, graphics, design, compilation and other materials on or related to the Site are protected under applicable copyright, trademark and other proprietary and intellectual property rights. In most cases, the content is owned by Newark Regional Business Partnership. The copying, redistribution, use or publication by you of any such materials or any part of the Site, except as allowed by Section 7), is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.
6. **Limited Right to Use:** Except as may otherwise be allowed by law, the viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, nonexclusive license for use solely by you for your own personal use, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, graphic, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (not for resale or redistribution). You must keep intact all copyright and

7. Prohibited Behavior: You are prohibited from using the Site in any way to do any of the following:

- a. restrict or inhibit any other user from using and enjoying the Site;
- b. post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- c. post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use viruses, bots, worms or Trojan horses;
- d. access another person's or entity's materials, information or files without the permission of that person or entity;
- e. post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right without first obtaining permission from the owner or right holder;
- f. post or transmit any information, software or other material which contains a virus or other harmful component;
- g. post or transmit content that encourages or provides instructional activities about illegal activities, such as hacking;
- h. post, transmit or in any way exploit any information, software or other material for advertising or commercial purposes;
- i. solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;
- j. impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
- k. use the Site to collect personally identifying information about users of the Site in violation of Newark Regional Business Partnership Privacy Policy; or
- l. perform any activities that Newark Regional Business Partnership determines (in its sole discretion) may be harmful to Newark Regional Business Partnership, the Site or other users of the Site.

8. No Unlawful Purposes: You agree that you will not use the Site or any information or services related thereto for any unlawful purpose. Newark Regional Business Partnership at its sole and absolute discretion, shall determine whether any use violates this provision.

- 9. Monitoring:** You understand that Newark Regional Business Partnership has no obligation to monitor the Site. However, Newark Regional Business Partnership reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in Newark Regional Business Partnership sole and absolute discretion are objectionable or in violation of this Agreement. You acknowledge that Newark Regional Business Partnership reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Site, for operational and other purposes, subject to Newark Regional Business Partnership Privacy Policy. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with Newark Regional Business Partnership Privacy Policy. Use of the Site constitutes consent to such monitoring.
- 10. Submissions:** Newark Regional Business Partnership is pleased to hear from users and welcomes your comments regarding Newark Regional Business Partnership. If you submit any original creative ideas, suggestions, notes, concepts, or materials to Newark Regional Business Partnership ("Submissions"), they shall be deemed, and shall remain, the property of Newark Regional Business Partnership, and shall otherwise be subject to the provisions of Section 5) above. None of the Submissions shall be subject to any obligation of confidence on the part of Newark Regional Business Partnership, and Newark Regional Business Partnership shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, Newark Regional Business Partnership shall exclusively own all now known or hereafter existing worldwide rights to the Submissions of every kind and nature and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.
- 11. Third Party Site:** Newark Regional Business Partnership has provided links and pointers to Internet sites maintained by third parties ("Third Party Sites") and may from time to time provide third party items or materials on this Site. Any mention on this Site of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by Newark Regional Business Partnership. Newark Regional Business Partnership assumes no responsibility for those products or services. Your dealings with any third parties mentioned on or found through this Site are solely between you and such third party, and are subject to any terms, conditions, warranties or representations associated with such dealings. You agree that use of Third Party Sites is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY NEWARK REGIONAL BUSINESS PARTNERSHIP, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES IS NEWARK REGIONAL BUSINESS PARTNERSHIP LIABLE FOR ANY DAMAGES ARISING FROM TRANSACTIONS BETWEEN YOU AND THIRD PARTIES OR FOR ANY INFORMATION APPEARING ON THIRD PARTY SITES OR ANY OTHER SITE LINKED TO THE SITE.
- 12. Indemnification:** You agree to defend, indemnify and hold harmless Newark Regional Business Partnership, their employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or related to (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, patent or other

intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Site; (c) any violation by you of this Agreement; and (d) any claims brought by other persons or entities arising from or related to your use of the Site, including information obtained through the Site.

13. Minors: If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use the Site, you agree that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Site; and (c) the consequences of any use of the Site by such Minor.

14. Export Control Information.

- a. Unless otherwise specified, the materials on this Site are presented solely to provide information regarding and to promote Newark Regional Business Partnership and other products available in The United States of America. This Site is controlled and operated by Newark Regional Business Partnership from its office within the State of New Jersey. Newark Regional Business Partnership makes no representation that materials on this Site are appropriate or available for use outside the United States. Those who choose to access this Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, to the extent that local laws are applicable.

15. Miscellaneous. This Agreement shall be treated as though it were executed and performed in Newark, NJ., and shall be governed by and construed in accordance with the laws of the State of New Jersey (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be barred. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Essex County, NJ. You expressly submit to the exclusive jurisdiction and venue of said courts and consent to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with the applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Newark Regional Business Partnership's delay or failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement