

# Terms of Use Agreement

**Last Updated/Effective Date – May 1, 2013**

Welcome to the websites and online services of the Capitol Broadcasting Company, Inc. (“CBC,” “we,” “our,” or “us”) and any other website or online service owned or operated by, affiliated with, or under common ownership or control with CBC or the CBC family of companies, or on which this Terms of Use Agreement (“TOU”) is officially posted (collectively, “Services”). (For a list of our Services, [click here](#).) By using any of our Services, you agree to abide by the terms and conditions herein and this particular Service’s accompanying Privacy Policy.

THIS TOU IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US; PLEASE READ IT CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE (“SITE”). BY ACCESSING OR USING THIS SITE OR ANY OF OUR SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THIS TOU. YOU ARE NOT AUTHORIZED TO USE THIS SITE OR ANY OF OUR SERVICES IF YOU DO NOT AGREE WITH THIS TOU.

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When using this particular Site, [www.americantobacco.co](http://www.americantobacco.co) and [www.americantobaccohistoricdistrict.com](http://www.americantobaccohistoricdistrict.com), you also are subject to other posted guidelines or rules applicable to certain activities and services on our Site, (collectively, “Official Rules”) and any additional terms and conditions (“Additional Terms”). All such Official Rules and Additional Terms are incorporated as part of this TOU by reference and you agree to them by using this Site. If there is a conflict between the Official Rules or Additional Terms and this TOU, the Official Rules or Additional Terms shall govern only in matters directly related to the conflict, unless stated otherwise.

**1. General Eligibility**

Our Services are generally targeted to adults. Unless we indicate otherwise, you must be at least 18 years old to register and to use the Services. Additionally, our Services are designed and targeted to audiences in the United States (“U.S.”) and are governed by and operated in accordance with the laws of the U.S. By use of our Services, you represent that you meet all eligibility requirements.

**2. Changes to TOU**

Because the Web is an evolving medium and we strive to use new technology to provide innovative features and activities, we will need to change this TOU from time to time. From time to time, we may also establish general practices, limits, or restrictions concerning the use of our Site and the posting of information, comments and other materials by registered members of our community. When we update this TOU, we will post a notice on our Site and applicable Services and update the “Last Updated/ Effective Date.” For material changes, we will also notify you via email, push alert, or the preferred mode of contact you selected. However, we are not able to notify you of changes in our app TOU via the app given technical limitations. Such notification must be provided via other means as listed above. By continuing to use this Site or any Service after we post any such changes, you have accepted this TOU as modified. We may change, restrict access to, suspend or discontinue this Site, or any portion of this Site, at any time.

### 3. Registration and Posting

To post information or comments on or to obtain access to certain features or services on certain Services, you must become a registered user of the Service. In our registration process, you will be required to provide your email address, zip code, gender, and month and year of birth. You also will be asked to select a password. You agree that the information you supply during the registration process, and maintain after registration, will be accurate and complete and that you will not supply the email address of, register under the name of, or attempt to access the Site under the name of another person. We will delete any member account that we believe has been created using false or fraudulent information, and will delete any content posted on the Site using such an account.

### 4. Termination Actions

We reserve the right to reject or terminate the use of any member name that we deem offensive or inappropriate. You are responsible for maintaining the confidentiality of your com password and account, and are responsible for all activities that occur under your password and account. If you discover or suspect any unauthorized use of your password or account, or any other breach of security, you agree to immediately notify our Privacy Administrator **[MAKE THIS A HYPERLINK TO: [privacy\\_admin@cbc-raleigh.com](mailto:privacy_admin@cbc-raleigh.com)]**. We may terminate any member account that is inactive for an extended period of time. We reserve the right to terminate the member account of, and to restrict or deny access to our Site or any service to, anyone who violates this TOU or who, in our judgment, interferes with the ability of others to enjoy this Site, or infringes on the rights of others.

### 5. Our Content

The content on this Site, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to us, subject to copyright and other intellectual property rights under U. S. and foreign laws and international conventions. [www.americantobaccocampus.com](http://www.americantobaccocampus.com) and [www.americantobaccohistoricdistrict.com](http://www.americantobaccohistoricdistrict.com) are trademarks of CBC. Content on the Site is provided to you AS IS for your information and personal use only and may not be used, copied, stored, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Site and the Content. You agree to not engage in the use, copying, or distribution of any of the Content (or encourage

a third party to do so on your behalf) other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Site for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content therein. You may not decompile or disassemble reverse-engineer or otherwise attempt to discover any source code contained on the Site.

#### **a. Text Messages and Mobile Devices**

Some Services use text messaging for the delivery of various subscription features and services, and user-initiated contests and promotions. We will secure your prior express consent prior to the delivery of a subscription or service via your mobile device. You understand, acknowledge and agree that if you initiate a text message to us, that you are providing your prior express consent to receive a text message in response, including a confirmation that we have received your text message.

Your wireless provider may charge for use of your mobile device, including premium or standard fees for sending and receiving text messages or data transmissions. In order to participate in our features and Services, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for any feature or Service to determine what fees, if any, will be charged.

#### **b. Mobile Apps**

Some Services provide mobile apps, which are available for download at the Apple App Store, Google Play, Amazon Kindle and other platform developers (“Distribution Entities”) and/or on our Services. By installing and using all or any part of the app, you hereby accept all of the terms and conditions in this TOU and any additional terms that may be subject to you at the time of download. Upon acceptance, this TOU is enforceable against you and any person that obtained the app and on whose behalf it is used.

- (1) If you are accessing the app via a Distribution Entity, you and CBC understand, acknowledge and agree that a Distribution Entity is not a party to this TOU and that CBC and its licensors are solely responsible for the app and its Content.

- (2) Our apps also provide location-based services that can locate, monitor and retain your approximate or precise current and/or past location, the location of retail, restaurants and other businesses or establishments, as well as retain past travel history. Location-based services are to be used for individual use only and are not suited or intended for fleet tracking or any type of business use (unless so designated). These services should not be used or relied on as an emergency locator system, used in connection with any hazardous environments requiring fail safe performance, used while driving or operating vehicles, or any other situation in which the inaccuracy or failure of the location-based service to operate properly could lead to personal injury, death, or property damage.
- (3) If you have obtained the app from a Distribution Entity, you are subject to the Distribution Entity's terms and conditions at the time of download and any of its payment procedures (if applicable). In some instances, CBC may set the pricing or terms for the renewal of an app's subscription, but we may not have control over such terms. Please contact the Distribution Entity to determine whether any subscriptions are subject to auto-renewal and the pricing of such renewals.

**c. Real Estate Services**

Certain Services offer the ability for you to lease, buy, sell and/or invest in commercial real property, or rent space for corporate events, social gatherings and special occasions such as weddings, birthdays, and bar mitzvahs. All online property listing information or advertisements provided by our Services is subject to the possibility of omissions; errors; prior sale, lease or booking; change of price; other terms and conditions based on specific negotiations or lease agreements; or withdrawn without prior notice. Any opinions, projections, estimates or presumptions contained in our property listings are for examples only and any such opinions, projections, estimates or presumptions may not represent current or future performance of a listed property. We advise that you and your consultants and/or attorneys conduct your own investigation of any property listing prior to your participation in a transaction. You understand, acknowledge and agree that we have no legal liability for any online property listing or advertisement.

#### **d. Classified Advertising**

Some Services offers private individuals the opportunity to place classified ads. Commercial firms are prohibited from creating free listings, but they may purchase premium listings. We reserve the right to remove free listings we believe have been placed by commercial entities.

##### **(1) Placement Terms and Conditions**

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this Site, or between users and any third party, you acknowledge, understand and agree that we are under no obligation to become involved.

In the event that you have a dispute with one or more other users, you hereby release us and our affiliated entities and the officers, directors, shareholders, representatives, agents, employees, and successors and assigns of each of them (collectively, "CBC Entities") in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or this Site.

##### **(2) Representations and Warranties**

You represent and warrant that no classified ad you post on this Site (nor any enhancement you post to an existing listing) will (a) violate any applicable law, rule or regulation (including, but not limited to, any law relating to false or deceptive advertising); (b) be libelous; or (c) infringe any right of any third party, including, but not limited to, any contractual right, copyright, trademark or trade secret right or any right of privacy or publicity. You will indemnify and the CBC Entities harmless against any and all expenses and losses of any kind (including reasonable attorneys' fees) incurred by CBC Entities in connection with (d) any breach or alleged breach of this warranty, and/or (e) any classified ad you post or any enhancement you post to an existing listing.

### **(3) Limitation of Liability**

OUR AGGREGATE LIABILITY ARISING OUT OF ANY CLASSIFIED AD YOU POST OR ATTEMPT TO POST ON THIS SITE, ANY YELLOW PAGES LISTING YOU POST, AND ANY ENHANCEMENT YOU POST TO AN EXISTING LISTING WILL BE LIMITED TO THE AMOUNT YOU PAID (IF ANY) WITH RESPECT TO THE AD(S) AND/OR LISTINGS OUT OF WHICH THE CLAIM ARISES. OTHERWISE, WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY OR ARISING OUT OF OUR FAILURE TO DISPLAY ANY CLASSIFIED AD OR ANY YELLOW PAGES LISTING, OR THE MANNER IN WHICH ANY SUCH AD OR LISTING IS DISPLAYED.

ADDITIONALLY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT ALL TRANSACTIONS REGARDING ANY CLASSIFIED ADVERTISING ON THIS SITE ARE SOLELY BETWEEN THE BUYER AND SELLER AND WE ARE NOT A PARTY TO THE TRANSACTION, AND THAT WE HAVE NO RESPONSIBILITY OR LIABILITY FOR THE FULFILLMENT, DELIVERY, OR ANY WARRANTY FOR THE PURCHASE OF ANY SERVICE OR GOODS.

### **6. User Submissions and Third Party Content**

This Site may now or in the future permit the submission of videos, photographs, audio recordings, tweets, posts, blogs or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any submissions. We assume no responsibility or liability for the deletion, corruption, or loss of any content submitted by user, or for our failure to receive or store submitted content for any reason, including, without limitation, malfunctioning of any network, hardware or software.

You will be solely responsible for your own User Submissions of whatever nature that you post on, transmit via or link to from this Site and are responsible for the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you are the owner of the content, or otherwise have the right to post such content to our site; (ii) the content is accurate, (iii) the content will not violate the rights of or cause injury to any person or entity, (iv) you own or have the necessary licenses, rights, consents, and permissions to authorize us to use the User Submissions in the manner contemplated by this Site and this TOU; and (v)

you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by this Site and this TOU.

For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to us, you hereby grant us a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with this Site and our (and any of our successor's) business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Site a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Site and under this TOU. The foregoing license granted by you terminates in part once you remove or delete a User Submission from the Site. You understand, acknowledge and agree that your termination applies only to our future use of your User Submission but does not apply to any previous use, distribution or promotion that has already commenced or has been completed,

In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, 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 permission from their rightful owner to post the material and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage this Site or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; and (v) impersonate another person.

We have the right (but not the obligation), in our sole discretion, to screen content submitted by our members and users and to edit, move, delete, and/or refuse to accept any content that in our judgment violates this TOU or is otherwise unacceptable or inappropriate, whether for legal or other reasons.

We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Submissions. We do not permit copyright infringing activities and infringement of intellectual property rights on this Site, and we will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights.



We reserve the right to remove Content and User Submissions without prior notice and we will also terminate a User's access to this Site if he/she is determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Site more than twice. We also reserve the right to determine whether Content or a User Submission is appropriate and complies with this TOU for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. We may remove such User Submissions and/or terminate a user's access for uploading such material in violation of this TOU at any time, without prior notice and at our sole discretion.

## **7. DMCA Copyright Infringement Notification Procedure**

If you are an owner of intellectual property or an agent of such owner who believes your intellectual property has been copied without authorization and is accessible on this Site in a way that constitutes copyright infringement, please notify us. [Click here for instructions on how to do so.](#)

If you have received a DMCA 'takedown notice' you may also file a counter-notification via the instructions in the above link.

## **8. Prohibited Content**

By using our Site, you agree that you will not post or otherwise make available any content or material that:

- a. Is profane, sexually explicit, tortious, vulgar, obscene, libelous, abusive, misleading or unlawful, or infringes the rights of others or interferes with the ability of others to enjoy the Site;
- b. Harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. Harms minors in any way;
- d. Impersonates any person or entity, including, but not limited to, a CBC employee or another member, or that falsely states or otherwise misrepresents your affiliation with a person or entity;
- e. Includes personal or identifying information about another person without that person's explicit consent;
- f. Is false, deceptive, misleading, deceitful or misinformative;
- g. Is non-local or otherwise irrelevant;
- h. Infringes any copyright, patent, trademark, trade secret or other proprietary rights of any party;

- i. You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- j. Constitutes or includes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation;
- k. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Site or any computer software or hardware or telecommunications equipment;
- l. Interferes with or disrupts the Site, its servers or networks, or disobeys any requirements, procedures, policies or regulations of networks connected to the Site;
- m. Intentionally or unintentionally violates any applicable local, state, national or international law; or
- n. Provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the U.S. government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

## **9. Prohibited Behavior**

You further agree that you will not nor encourage anyone else on your behalf to:

- a. Contact anyone who has asked not to be contacted;
- b. Engage in personal attacks, harass or threaten, question the motives behind others' posts or comments, deliberately inflame or disrupt the conversation, or air personal grievances about other members of the community;
- c. Collect personal data about, or the email addresses of, other members for commercial or unlawful purposes or for purposes of sending unsolicited commercial email;
- d. Repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- e. Take or cause to be taken any action that disrupts the normal flow of postings and dialogue on this Site (such as submitting an excessive number of messages - i.e., a flooding attack), or that otherwise negatively affects other members' ability to use the Site and/or services;

- f. Use or launch by automated means, including spiders, robots, crawlers, data mining tools, offline readers or the like to download data from this Site; or
- g. Collect or harvest any Personal Information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to their User Submissions.

An exception is made to the prohibition for the use of automated access to the Site for public Internet search engines (e.g., Google, Bing) and non-commercial public archives (e.g., archive.org) that comply with our TOU. We grant the operators of public search engines permission to use spiders and other non-invasive automated means to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not to cache or archive any such materials. We reserve the right to revoke these exceptions either generally or in specific cases, at any time.

## **10. External Links**

This Site contains links to other websites that are not owned or operated by the CBC family of companies and are separate and independent from our Site. Visiting such other websites is at your own risk. We are not responsible for, and cannot guarantee, the availability or operation of these links, nor are we responsible for the business practices, performance or quality of any products, services, content or other materials made available on or offered through the linked websites. A link to another website does not constitute our endorsement of that website, nor of any product, service, content or other material offered on that Site.

## **11. Your Responsibilities**

If you see something on the Site that you believe is inaccurate, or about which you hold a different opinion, feel free to post a comment. If you see something on the Site that you believe violates this community agreement, interferes with the ability of others to enjoy the Site, or is otherwise objectionable, click the "Report Misconduct" link on that page or please notify our Customer Service Manager.

Your interactions with companies, organizations and/or individuals found on or through our Site, including any purchases, transactions, or other dealings, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such companies, organizations and/or individuals. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between members of this Site, or between a member and any third party, you understand and agree that we are under no obligation to

become involved. In the event that you have a dispute with one or more other members, you release us and our officers, directors, shareholders, employees, agents, representatives and successors and assigns from any claims, demands and damages of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our site.

## **12. Disclaimer of Warranty and Limitation of Liability**

We work hard to create our Services. We cannot guarantee, however, that our users will always find everything to their liking; nor could we provide a free service if we were exposed to substantial liability. Please read these disclaimers and limitations carefully before using this Site.

NO WARRANTIES: YOU AGREE THAT USE OF THIS SITE AND ANY MATERIAL OR INFORMATION AVAILABLE THROUGH THIS SITE IS ENTIRELY AT YOUR OWN RISK. THIS SITE IS PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THIS SITE, NOR DO WE GUARANTEE THAT THE SITE WILL BE ERROR-FREE, CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS ADVERTISED ON OR ACCESSED THROUGH ANY LINKS ON THE SITE.

LIMITATIONS ON OUR LIABILITY: UNDER NO CIRCUMSTANCES WILL WE OR THE CBC ENTITIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, OTHER THAN DIRECT DAMAGES, ARISING OUT OF YOUR USE OF THIS SITE OR ANY PRODUCT OR SERVICE LINKED TO, FROM OR ADVERTISED OR PROMOTED ON THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA), EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY, IF ANY, OF THE CBC ENTITIES ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THIS SITE WILL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, TO US FOR THE USE OF THIS SITE.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE

ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

### **13. Indemnification**

YOU AGREE TO DEFEND INDEMNIFY AND HOLD HARMLESS THE CBC ENTITIES FROM AND AGAINST ANY CLAIMS, ACTIONS, GOVERNMENTAL INVESTIGATIONS OR INQUIRIES, LAWSUITS, PROCEEDINGS, COSTS, EXPENSES, DEMANDS, LIABILITY OR OBLIGATIONS OF ANY KIND INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY AND ACCOUNTING FEES (COLLECTIVELY, "CLAIMS" OR INDIVIDUALLY, A "CLAIM") ARISING OUT OF OR IN CONNECTION WITH ANY CONTENT POSTED ON THIS SITE BY YOU OR BY OTHERS USING YOUR ACCOUNT, OR BY YOUR USE OR MISUSE OF THIS SITE OR BY OTHERS USING YOUR ACCOUNT. WE WILL PROVIDE NOTICE TO YOU PROMPTLY OF ANY SUCH CLAIM AND WILL ASSIST YOU, IF REQUESTED AND AT YOUR EXPENSE, IN DEFENDING ANY SUCH CLAIM. YOU MAY NOT SETTLE ANY CLAIM COVERED BY THIS SECTION 13 WITHOUT OUR PRIOR WRITTEN APPROVAL. WE RETAIN THE RIGHT TO TAKE EXCLUSIVE CONTROL AND DEFENSE OF ANY CLAIM SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE FULLY WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

### **14. Miscellaneous**

This Service may be transmitted to you over various networks, and any content that you contribute may be modified to comply with this TOU or to conform and adapt to our technical requirements and those of connecting networks or devices.

You are solely responsible for obtaining access to the Site, and you must provide and be responsible for all equipment needed to access the Site.

#### **a. No Waiver/ No Professional Advice**

Our failure to exercise or enforce any of our rights or to enforce any provision of this TOU will not constitute a waiver of such right or provision. If any provision of this TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that all other provisions of the TOU will remain in full force and effect.

Any information supplied by any employee or agent for the CBC family of companies, whether by telephone, email, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the Services, and does not constitute a waiver or modification of any of the terms in this TOU, or any legal, tax, accounting or other professional

advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in their applicable jurisdictions.

**b. Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this TOU or use of this Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**c. Choice of Law and Forum**

Any dispute of any sort that might arise between you and CBC will be governed by the laws of the United States and of North Carolina, without regard to its principles of conflict of laws. You and CBC submit to the exclusive jurisdiction of the state and federal courts in the Eastern District of North Carolina.

**d. Feedback**

We welcome your questions or comments about this TOU and also welcome any suggestions you may have for improvement of our Services. Please [send us your feedback](#).

**15. Contact Us/Report Misconduct**

For more information, or if you have questions about this TOU, please contact us via our [Privacy Administrator](#) at [privacy\\_admin@cbc-raleigh.com](mailto:privacy_admin@cbc-raleigh.com) Also, if you see behavior or communications on any of Services that you consider inappropriate or abusive, please let us know immediately.

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