
Terms and Conditions of Use Agreement

Ad Age(the “SERVICE”)

Ad Age including its associated website at <https://adage.com>, newsletters, news alerts and all news, information, data, images, specifications, reviews, videos, and other content is an information and news service (collectively referred to as the “Service”) from Crain Communications Inc (“Crain”).

By using the Service you agree to be bound by all of the terms in this Terms and Conditions of Use Agreement (the “Agreement”). If you do not fully agree with this Agreement, do not use the Service. Your failure to follow this Agreement may result in termination of your access to the Service, without notice and in addition to any other remedies available to Crain.

Access to part of the Service may be restricted to users who have registered and paid for certain content (“Restricted Content”). If you have been issued a login ID and password in order to access our Restricted Content, you may not share your login ID and password with others. When you use your login ID and password to access our Restricted Content, you warrant that you are the authorized user and that you provided accurate information about yourself and your company when you signed up for the Restricted Content.

Crain may change the terms in this Agreement at any time. When material portions of the terms are changed, Crain will notify you by posting a notice on the Service, and the changes will appear in this document. By using the Service after any change in the Agreement is posted, you agree to be bound by all of the changes as well.

COPYRIGHT AND LIMITATIONS ON USE

The information available through the Service is the property of Crain and others and is protected by copyright and other intellectual property laws. Information received through the Service may be displayed, reformatted and printed for your personal, noncommercial use only, provided you abide by this Agreement.

Without the prior written consent of Crain, you agree not to:

- Store, post, create a database from or otherwise archive the articles, data, information, images, works or other materials from the Service (the “Content”) on a personal computer, local or wide area networks, online services, electronic bulletin boards or forums, Internet sites or any other server that is Internet-enabled;
- Reproduce, retransmit, distribute, sell, publicly display, publish, post to newsgroups or electronic bulletin boards, or broadcast the Content received through the Service to anyone, including to others in the same company or organization;
- Use any Content in competition with the Service (whether or not such use would constitute a fair use under 17 U.S.C. § 107 or is substantially similar to the Content), including without limitation by using such Content as a principal source of a work distributed or displayed in connection with a commercial print- or web-based information source;
- Create abstracts from, scrape or display headlines from the Service for use on another web site or service; or
- Frame, or use other means of redirecting, the Service Content.

You may, on an occasional basis, include insubstantial portions of information from the Service in memoranda, reports and presentations, but only if such memoranda, reports and presentations are for non-competitive purpose, to a limited number of individuals. You must include in all such memoranda, reports and presentations the phrase "Reprinted with permission from Crain Communications Inc., Copyright [year of article]". You may also occasionally utilize the "share" and/or "email to a friend" (or similar) features on an article-by-article basis if such features are provided in the Service.

Additionally, you agree to pay and authorize Crain to assess you licensing fees at Crain's standard reprint pricing for your use of the Content in violation of the Copyright and Limitations of Use restrictions above.

DISCLAIMER OF WARRANTIES AND LIABILITY

Due to the number of sources from which information on the Service is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such information and the Service. The Service may include facts, views, opinions and recommendations of individuals and organizations deemed of interest. Crain does not guarantee the accuracy, completeness or timeliness of, or otherwise endorse these views, opinions or recommendations.

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS". CRAIN AND ITS AGENTS AND LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE NEWS AND INFORMATION AVAILABLE THROUGH THE SERVICE. NEITHER CRAIN, NOR ANY OF ITS AGENTS OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE SERVICE AND ANY NEWS AND INFORMATION THROUGH THE SERVICE.

IN NO EVENT WILL CRAIN, ITS AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION OR FOR ANY CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF CRAIN, ITS AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE SERVICE OR THE INFORMATION IN THE SERVICE SHALL NOT EXCEED THE AMOUNT, IF ANY, THAT YOU PAID TO CRAIN FOR USE OF THE SERVICE.

USER-PROVIDED CONTENT AND LICENSE

Certain portions of the Service may allow you to post or submit comments, reviews, ideas, or creative content ("User Content") for use by the Service. We may offer you ways to access and remove your User Content. You retain all rights and responsibility for the User Content you post.

By posting or submitting such User Content, you represent and warrant that you own or otherwise have sufficient rights to the User Content that you provide, that the User Content is accurate, that it does not violate this Agreement or any applicable law, and that it will not violate the rights of any person or entity.

You further grant us a non-exclusive, royalty-free, perpetual, irrevocable license and right to publicly

display, distribute, reproduce, modify, translate, edit, create derivative works and use the User Content throughout the world in any media solely as part of the features of the Service (including as an incidental part of advertising or marketing). This grant of rights and license applies to use of your name, photo, likeness, voice, and other personal information, if included in the User Content. If you remove the User Content, the Service will discontinue further use of the User Content but may retain copies for archival or backup purposes. Posting of User Content does not influence Crain's news coverage but Crain editors may comment on or post notable or interesting User Content and Crain reserves its fair use rights under applicable copyright laws to use User Content in Crain's news reporting operations.

Crain reserves the right to delete or edit any of your comments or content at any time, for any reason, but has no obligation to review or remove any such comments or content. We further reserve the right to disclose any information about you, including registration data, in order to comply with any applicable laws and/or requests under legal process, to operate our systems properly, to protect our property or rights, and to safeguard the interests of others.

You agree to not post material that:

- contains vulgar, profane, abusive or hateful language, inflammatory attacks of a personal, racial or religious nature, or expressions of bigotry, racism, discrimination or hate;
- is defamatory, threatening, false, misleading, fraudulent, unfair, contains gross exaggeration or unsubstantiated claims, or violates the privacy rights of any third party;
- violates any municipal, state or federal law, rule, regulation or ordinance, or attempts to encourage such an evasion or violation;
- unfairly interferes with the uninterrupted use and enjoyment of the Service;
- advertises or offers to trade any goods or services, except in areas specifically designated for such purpose;
- includes copyrighted or other proprietary material of any kind without the express permission of the owner of that material; or
- contains or transmits viruses or other harmful, disruptive or destructive files.

MISCELLANEOUS

Through your use of the Service, you may be provided with hyperlinks to other Internet sites or resources, including hyperlinks provided by third-party advertisers and sponsors to the Service. Crain has no control over those sites and resources, or over the advertising material presented by third-party advertisers and sponsors through the Service. You agree that Crain will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such information, goods or services available on or through any such site or resource.

Crain may discontinue or change the Service, or its availability to you, at any time without notice. This Agreement is personal to you, and you may not assign your rights or obligations to anyone. If any provision of this Agreement is invalid under applicable law, the remaining provisions will continue in full force and effect. The Privacy Policy and this Agreement are, together, the complete and entire agreement between you and Crain and supersedes any prior agreement, whether oral or written.

This Agreement, all intellectual property issues, and your rights and obligations shall be governed by the laws of the United States of America and the State of Illinois governing contracts wholly entered into and wholly performed within Illinois and any action to enforce this Agreement or in any manner

related to the Service shall be brought exclusively in the federal or state courts located in Chicago, Illinois, and you agree to submit to the jurisdiction of such courts. You agree to be responsible for any damages resulting from your breach of this Agreement and reimburse us for all of costs, expenses and fees (including all attorney's fees) arising from or relating to your breach.

If you believe that your work has been copied and is accessible through the Service in a way that constitutes copyright infringement, or that the Service contains a link or other reference to another online location that contains materials or activity that infringes on your copyright rights, you may notify Crain Communications Inc. by providing the information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512 to the following address:

Crain Communications Inc.
Attn: Legal Counsel
1155 Gratiot Avenue
Detroit, Michigan 48207-2913
Telephone: (313) 446-6000

Last updated: August 2017

