

Daily Journal Corporation
User Agreement
Effective Date: May 9, 2017

Thank you for visiting a website managed by Daily Journal Corporation or one of its subsidiaries (“Daily Journal”). Please review this Daily Journal Corporation User Agreement (the “Agreement” or “User Agreement”), the Daily Journal Corporation Privacy Policy (“Privacy Policy”) and any additional terms and conditions that may be provided on any website owned or operated by Daily Journal (collectively, the “Websites”), carefully. By using the Websites, you agree to and accept the terms of this Agreement, the Privacy Policy, and any additional terms and conditions on the Websites.

IF YOU DO NOT AGREE WITH ANY PART OF THIS USER AGREEMENT, ANY PART OF THE PRIVACY POLICY, OR ANY ADDITIONAL TERMS AND CONDITIONS ON THE WEBSITES, THEN PLEASE DO NOT USE ANY OF THE WEBSITES.

PLEASE READ THE SECTION ENTITLED “ARBITRATION AND WAIVER OF RIGHTS” WITH PARTICULAR CARE. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT, TO HAVE YOUR CLAIMS TRIED TO A JURY, TO OBTAIN DISCOVERY, OR TO BRING OR BE PART OF A CLASS ACTION LAWSUIT.

General

This User Agreement governs the use of the Websites.

In this document, we may refer to Daily Journal Corporation, collectively with its subsidiaries, as the “Daily Journal,” “we,” “us” and “our.”

Copyright

All text, images, icons, and photographs available on the Websites are defined as “Licensed Information”. The Licensed Information is the property of Daily Journal or its licensors and is protected by copyright, trademark and other intellectual property laws. Licensed Information that you receive through the Websites may be displayed and printed for personal, non-commercial use only, provided the copyright and other proprietary notices are kept intact. You agree not to reproduce, transmit, distribute, display, sell or publish any Licensed Information to anyone, including but not limited to others in the same company, firm or organization, without the express prior written consent of Daily Journal. You may not create derivative works, or in any way commercially exploit, any of the Licensed Information, in whole or in part.

The use of any Daily Journal Licensed Information on any other web site or networked computer environment is prohibited without Daily Journal’s express written permission. This specifically prohibits the use of Licensed Information on a law firm website, a law firm intranet, a social networking site (such as Twitter, Facebook, or LinkedIn), or a weblog (“blog”). This Agreement

does not prohibit a contributing author who purchases from the Daily Journal an authorized PDF of the contributing author's work published in a Daily Journal publication from posting such a PDF on the Internet or using such a PDF in the contributor's marketing materials.

For the avoidance of doubt, Licensed Information includes without limitation any identifiable excerpt (including, but not limited to, a section, paragraph, sentence, or unique phrase) from the text of a Daily Journal article or opinion piece. Such identifiable excerpts are material and not de minimis for purposes of this User Agreement. The unauthorized use of Licensed Information shall constitute a breach of this User Agreement and shall not be considered fair use or acceptable under any other legal doctrine, common law, statute, or regulation.

The Daily Journal's Directory section is provided to assist you in locating an attorney, private judge, arbitrator/mediator, or an attorney service provider. You may not use information contained in Daily Journal's Directory section for commercial purposes, distribute it to third parties, or use it to create directories for mailing or marketing lists.

You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

Fees and Payments

You agree to pay all fees and charges incurred in connection with your username and password at the rates in effect when the fees and charges were incurred. For those items that are charged, the amount of the charge is displayed next to each search result. Selecting the search result to view the document will incur the charge indicated. Daily Journal may change the fees and charges at any time. All fees and charges incurred in connection with your username or password will be billed monthly by paper invoice sent to your paper subscription's delivery or billing address. If there are any annual, monthly or similar periodic fees for your subscription, these fees will be billed by invoice at the start of the annual, monthly or similar period and at the start of each renewal period, unless the subscription is terminated prior to the beginning of the next subscription period. All amounts are due not later than 30 days after the date of invoice.

Online Access

Online access is part of your Daily Journal subscription and may not be assigned to another party. Your username and password are unique to you. Sharing your username and password with any other person (including another member of your firm, company, or organization) or making it available to multiple users is prohibited.

You are responsible for maintaining the confidentiality of the username and password. You also are responsible for all activities that occur through the use of your username and password. If you believe someone other than you has used your username and password to access any of the Websites, contact our subscription department immediately by calling 866-531-1492 or by sending an e-mail to subscribe@dailyjournal.com. Please include your username and Daily Journal subscription account number(s) in your e-mail.

Subscribers have the ability to create their own passwords. Daily Journal may refuse to grant you a password that impersonates someone else, is protected by trademark or other proprietary right law, or is offensive, in each case as determined by Daily Journal.

Your right to use the Websites may not be transferred. Your username and password may not be transferred.

Daily Journal may discontinue or change the services available on the Websites, certain Licensed Information or certain content within any site, or site availability at any time.

You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Websites, and all charges related to the same.

User Content and Conduct

Users may be able to post content to the Websites, including, for example, through a comments section or through providing information for your listing in a directory. You are solely responsible for your any user content that you choose to post or submit and you do so at your own risk. The Websites are not intended for users under the age of 18 and you should not submit or post content if you are under the age of 18.

Any content that you choose to upload, post, submit, or otherwise transmit must not:

- violate the rights of others;
- defame, harass, stalk, or threaten others;
- make statements you known to be false, misleading, or inaccurate;
- make statements that are blatant expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity;
- contain pornography or sexually explicit content, pedophilia, incest, bestiality, or that is otherwise obscene or lewd;
- incite violence;
- be for the purpose of committing a crime or planning to commit a crime;
- be protected by copyright, trademark, trade secret, right of publicity, or other proprietary right;
- contain unsolicited or unauthorized advertising or promotional materials;
- subject Daily Journal to criminal or civil liability;

- impersonate any person or entity;
- violate any other user's right to privacy;
- contain any malicious code, such as malware or computer viruses; or
- use any automated service or system to post or submit content (collectively, the "Prohibited Content").

Your posting or submission of Prohibited Content shall give Daily Journal the right, but not the obligation, to terminate your subscription and/or use of any of the Websites. You agree to indemnify and defend Daily Journal against any claims arising out of or related to your posting or submission of Prohibited Content. Daily Journal shall have the right to control the defense of any such claim.

Daily Journal has the right, but not the obligation, to remove, delete, edit, modify, reject, or refuse to post any user-provided content, including, but not limited to, Prohibited Content from any of the Websites.

You agree that Daily Journal shall not be responsible or liable in any way for content posted by you or other users of the Websites. Specifically, and without limitation, Daily Journal shall not be responsible or liable for defamatory, offensive, or illegal conduct of other users of the Websites.

Permitted Use of Content

Unless we have agreed in writing to the contrary, when you use any of the Websites and/or the Licensed Information, you shall only view it on the screen of a computer or a mobile device or, if a print option is offered, print out a single copy of it. You may not make or permit further copying of the Licensed Information. You agree not to distribute, reproduce, modify, store, transfer or in any other way use any of the Licensed Information (including as part of any database, library, news, information, archive, web site, weblog ("blog"), social networking site, or any similar service) other than as permitted in these terms of use.

Third Party Advertisers

The Websites may contain advertisements and marketing materials from third parties ("Third Party Advertisers"). Daily Journal makes no warranties or representations of any kind regarding Third Party Advertisers or the products or services that they may offer. Your dealings with Third Party Advertisers are solely between you and the Third Party Advertisers. You agree that Daily Journal shall not be responsible or liable for any loss or damage of any kind that you may incur as a result of your dealings with Third Party Advertisers.

Disclaimer of Warranties and Liabilities

ALL LICENSED INFORMATION AND OTHER MATERIAL ON THE WEBSITES
(INCLUDING WITHOUT LIMITATION LEGISLATION AND CASE REPORTS) IS

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THE INFORMATION CONTAINED AT DAILY JOURNAL WEB SITES IS NOT INTENDED TO PROVIDE, AND DOES NOT CONSTITUTE, LEGAL ADVICE. YOUR ACCESS OF THE SERVICES, INCLUDING DOCUMENTS ORDERED FROM THE WEBSITES, DOES NOT CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP.

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE IS ASSUMED BY THE USER OF THE LICENSED INFORMATION. THE LICENSED INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE, AND THE DAILY JOURNAL UNDERTAKES NO DUTY OR RESPONSIBILITY TO UPDATE LICENSED INFORMATION OR TO NOTIFY USERS OF ANY CHANGES TO LICENSED INFORMATION.

THE WEBSITES INCLUDE FACTS, VIEWS, OPINIONS AND RECOMMENDATIONS OF INDIVIDUALS AND ORGANIZATIONS DEEMED OF INTEREST. DAILY JOURNAL AND ITS CONTENT LICENSORS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS OR TIMELINESS OF, OR OTHERWISE ENDORSE, THESE FACTS, VIEWS, OPINIONS OR RECOMMENDATIONS.

DAILY JOURNAL DOES NOT WARRANT THAT THE WEBSITES ARE COMPATIBLE WITH YOUR EQUIPMENT OR THAT THE WEBSITES ARE FREE OF ERRORS OR VIRUSES, WORMS, "TROJAN HORSES," MALWARE, SPYWARE, ADWARE, OR ANY OTHER MALICIOUS CODE CREATED BY THIRD PARTIES (COLLECTIVELY, "MALICIOUS CODE") AND IS NOT LIABLE FOR ANY DAMAGE YOU MAY SUFFER AS A RESULT OF SUCH MALICIOUS CODE.

DAILY JOURNAL ALSO DOES NOT WARRANT THAT THERE WILL NOT BE UNAUTHORIZED ACCESS OR USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING ANY OF THE WEBSITES OR PROVIDING US WITH YOUR PERSONALLY IDENTIFIABLE INFORMATION, YOU ACKNOWLEDGE AND AGREE THAT DAILY JOURNAL SHALL NOT BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS OR USE. IF YOU DO NOT AGREE, YOU SHOULD NOT USE ANY OF THE WEBSITES.

DUE TO THE INHERENT NATURE OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS AND OMISSIONS IN THE WEBSITES. YOU AGREE THAT THE AGGREGATE LIABILITY OF DAILY JOURNAL, ITS AFFILIATES, AGENTS AND LICENSORS, IF

ANY, FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, EXPENSES, FEES OR OTHER LIABILITIES (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WEBSITES OR THE LICENSED INFORMATION OR OTHER MATERIAL SHALL NOT EXCEED THE AMOUNT YOU PAID TO DAILY JOURNAL FOR THE USE OF THE SERVICE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM(S).

Severability

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

Governing Law

This Agreement, your rights and obligations, and all actions arising out of or related to this Agreement shall be governed by the laws of the United States of America and the State of California, as if the Agreement was a contract wholly entered into and wholly performed within the State of California. Notwithstanding the provision in the preceding sentence with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) governs the interpretation and enforcement of the arbitration provisions described below.

Arbitration And Waiver Of Rights

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT, TO HAVE YOUR CLAIMS TRIED TO A JURY, TO OBTAIN DISCOVERY, OR TO BRING OR BE PART OF A CLASS ACTION LAWSUIT.

In the event of any dispute, claim, or controversy arising out of, related to, or in connection with the Websites, this Agreement, or the Daily Journal Corporation Privacy Policy (a "Claim"), including the determination of the scope or applicability of this agreement to arbitrate, shall be determined in Los Angeles, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

Daily Journal and you understand that, absent the mandatory arbitration provision in this section, Daily Journal and/or you would have the right to sue in court and to have a jury trial and that the right to discovery may be more limited in arbitration than it is in court. Daily Journal and you hereby waive such rights to sue in court, to a trial by jury, or to the discovery that would be available in court.

Daily Journal and you agree that Daily Journal and you will resolve any Claim on an individual basis and not on a class action, consolidated, or representative basis (“Class Action”). Daily Journal and you further agree that Daily Journal and you shall not participate in such a Class Action brought by any third party. You understand that you are hereby waiving your right to bring or participate in a Class Action related to any Claim.

Privacy Policy

The privacy policies applicable to the Websites are described in a separate document entitled “Daily Journal Corporation Privacy Policy,” which can be found on the Websites.

Termination

Daily Journal reserves the right to terminate this Agreement at any time for any reason, including, but not limited to, your failure to pay all fees and charges incurred in connection with your username and password in a timely manner or any breach by you of this Agreement. Termination may be by mail, e-mail notification, or by blocking further access by the username.

Entire Agreement

This Agreement, the Daily Journal Corporation Privacy Policy, and any other terms and conditions on the Websites as they may be amended from time to time constitute the entire agreement between you and Daily Journal and governs your use of the Websites.

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