



**BTM BUSINESS CONNECT™ AND MOVERS & SHAKERS™
SUBMISSION TERMS OF USE**

Effective Date: [5/20/24]

Last Modified Date: [5/20/24]

The following terms and conditions (these “**Terms of Use**”) are entered into by and between, and shall be binding upon, you (“**you**” and “**your**”) and BridgeTower OpCo, LLC d/b/a BridgeTower Media (together with all of its website and publications, collectively, “**Company**,” “**we**,” “**us**” and “**our**”) and shall govern your access to and use of the Company’s <https://nydailyrecord.com/category/btm-business-connect/> and <https://nydailyrecord.com/category/movers-shakers/> located at <https://nydailyrecord.com/>, together with all content, functionality and products/services offered on or through the <https://nydailyrecord.com/> (the “**Website**”), whether as a guest or a registered user of the Website, and the Company’s performance of its news and press release distribution/dissemination and related service(s) with respect thereto (collectively, the “**Services**”).

A. Acceptance of Terms of Use

Please read these Terms of Use carefully before accessing or using the Website or submitting any information and/or materials to the Company through the Website (collectively, “**Submitted Material**”). **By accessing or using the Website [or by clicking to “accept” or “agree” to these Terms of Use (where such option is presented to you)], you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy located at <https://bridgetowermedia.com/privacy-policy/> (the “Privacy Policy”), which Privacy Policy is incorporated herein by reference.** If you do not want to agree to these Terms of Use, you must not access or use the Website. Any rights not expressly granted to you in these Terms of Use are reserved by the Company.

B. Changes to Terms of Use

We reserve the right to revise and update these Terms of Use from time to time in our sole and absolute discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in the section below titled “Governing Law and Jurisdiction; Arbitration” will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to such changes. You are expected to check this page each time you access the Website so you are aware of any changes to these Terms of Use as such changes will be binding on you.

C. Accessing the Website and Account Security

We reserve the right to withdraw or change the Website, and any product/service we provide on or through the Website (including the Services), in our sole and absolute discretion without notice to you. We will not be liable to you if, for any reason, all or any part of the Website is unavailable at any time or for any period of time. From time to time, we may restrict user access (including registered user access) to some parts of the Website or the entire Website.

You are responsible for (i) making all arrangements necessary for you to have technological access to the Website and (ii) ensuring that all individuals who access the Website for and on your behalf are aware of these Terms of Use and comply with them.

To access the Website, you may be asked to provide certain user credentials or other information. It is a condition of your use of the Website that all the information you provide on the Website is accurate, current and complete. You

agree that all information you provide to register with the Website, including, but not limited to, through the use of any interactive features on the Website, is governed by the Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

D. Distribution of Submitted Materials

The Company will endeavor to distribute/disseminate Submitted Material promptly and accurately. The Company will endeavor to correct any inadvertent errors made by the Company with respect to Submitted Material promptly upon its discovery thereof, without additional charge to you, and such obligation to correct Submitted Material shall constitute the sole liability of the Company in this regard. If Submitted Material is distributed by the Company within ten (10) days of the later to occur of (i) the date on which you submit such Submitted Material through the Website or (ii) pay for the Company's performance of Services with respect thereto (even if you have not yet provided Submitted Material) for reasons other than a delay caused solely by the Company, then the Company's performance of the Services shall be considered complete, and the Company shall have no further obligation to you regarding such Submitted Material or in relation to the performance of such Services.

All Submitted Materials to be distributed/disseminated by the Company must be submitted with a contact name, phone number and e-mail address that you supply and that may be verified by the Company.

The Company does not warrant specific placement of any press or news release nor pick up by specific third parties of any press or news release but will deliver Submitted Material via customary and industry recognized online and electronic distribution/dissemination methods to make such Submitted Material available to third parties who discover the same from various online and electronic locations, both intended and unintended.

E. Billing and Payment

You shall pay all fees or charges to due to the Company in exchange for its performance of Services in accordance with the fees, charges and billing terms in effect at the time Submitted Material is provided to the Company through the Website. All payment obligations are noncancelable and all amounts paid are nonrefundable. To the extent applicable, you must provide the Company with valid credit card information to use the Services. The Company reserves the right to modify its fees and charges and to introduce new charges at any time in its sole and absolute discretion.

All fees and charges to be paid in exchange for Services are exclusive of any and all taxes, levies or duties imposed by taxing authorities with respect thereto, and you shall be responsible for the payment of all such taxes, levies or duties, excluding only United States (federal or state) taxes based solely on the Company's income. If you believe any fees or charges (or related billing statements or invoices, if applicable) are incorrect, you must contact us in writing within thirty (30) days as provided in the section below titled "Contact Us".

You agree to provide the Company with complete and accurate billing and contact information, as applicable, and to update this information within thirty (30) days of any change to it. If any billing or contact information you provide to the Company is false or fraudulent, the Company reserves the right to terminate your access to the Website and your right to the performance of Services in addition to any other legal remedies available to the Company.

Unless otherwise agreed to by the Company, all amounts to be paid to the Company shall be made in United States dollars.

F. Intellectual Property Rights

The Website and all material and content on the Website are owned by the Company and/or its licensors or other providers of such material and content and are protected by United States and international copyright, trademark, service mark, patent or other intellectual property or proprietary rights laws, as applicable. In addition, the Company name, the terms "BTM Business Connect", "Movers & Shakers" and The Daily Record, the Company logo and all

related names, logos, product and service names, designs and slogans (collectively, “**Company Marks**”) are trademarks of, and owned by, the Company and/or its licensors and are protected by United States and international copyright, trademark, service mark, patent or other intellectual property or proprietary rights laws, as applicable. You must not use such Company Marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

These Terms of Use permit you to use the Website solely as provided in the section below titled “Permitted and Prohibited Uses”. In connection therewith, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website except as follows:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- you may store files that are automatically cached by your Web browser for display enhancement purposes; and
- you may print or download one (1) copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution;

provided, that you must not:

- modify copies of any materials from the Website;
- use any graphics, photographs, video or audio separately from the accompanying text; or
- delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purposes any part of the Website or any products/services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other individual or entity with access to any part of the Website in breach of these Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

G. Permitted and Prohibited Uses

You may use the Website solely for the purpose of submitting press and/or news releases, and related information, to the Company for distribution/dissemination by the Company in accordance with these Terms of Use (the “**Permitted Use**”). You agree not to use the Website:

- for any purposes other than the Permitted Use (including, without limitation, to store, aggregate, reproduce or distribute information available on the Website in any manner or to compete directly or indirectly with the Company);
- in any way that violates any applicable federal, state, local or international law or regulation;
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;

- to send, post, transit, knowingly receive, upload, download, use or re-use any information, content or material that infringes, misappropriates or plagiarizes the proprietary rights of any third party or that is otherwise unlawful or offensive or does not comply with any content-related standards of the Company or otherwise set forth in these Terms of Use (collectively, “**Content Standards**”);
- to transmit, or procure the sending of, any advertising, marketing or promotional material, including any “junk mail,” “chain letter,” “spam” or any other similar solicitation;
- to impersonate or attempt to impersonate, or otherwise misrepresent your affiliation with, any individual or entity (including, without limitation, by using email addresses associated with any other individual or entity); or
- to engage in any other conduct that restricts or inhibits any third party’s use or enjoyment of the Website or which, as determined by us, may harm the Company or users of the Website or expose them to actual or potential liability.

Additionally, you agree not to:

- use the Website in any manner that could disable, overburden, damage or impair the Website or interfere with any other party’s use of the Website (including such party’s ability to engage in real time activities through the Website);
- use any robot, spider or other automatic device, process or means to access the Website for any purpose (including monitoring or copying any of the material on the Website);
- use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Website;
- introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Website, any server on which the Website is stored or any network, server, computer or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with or disrupt the proper working of the Website or use the Website to harass or otherwise harm the Company, a Company employee, another Website user or any other individual or entity.

H. Submitted Material

It is a condition of your use of the Website that all Submitted Material be accurate and complete (even if a copy thereof has been reviewed, edited or written by the Company for you prior to distribution/dissemination). In addition, all Submitted Material must comply with all Content Standards. All Submitted Material will be considered non-confidential and non-proprietary, and by delivering Submitted Material to the Company, you grant us the right to use, reproduce, modify, display, distribute/disseminate and otherwise disclose to third parties such Submitted Material.

I. Enforcement; Termination

We have the right to:

- take any action with respect to any Submitted Material that we deem necessary or appropriate in our sole discretion if we have a reasonable basis to believe that such Submitted Material violates these Terms of Use (including the Content Standards), infringes, misappropriates or plagiarizes any intellectual property or other right of any individual or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company;
- take appropriate legal action (including, without limitation, referral to law enforcement) for any illegal or unauthorized use of the Website;
- subject you to fines or penalties to the fullest extent provided by law; or
- decline any future Submitted Material for repeated violations of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose your identity or other information. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS LICENSEES AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not commit to review Submitted Material before it distributed/disseminated by us and cannot ensure removal of any objectionable material after it has been distributed/disseminated. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by you. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

K. Content Standards¹

Content Standards apply to all Submitted Material. Submitted Material must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, Submitted Material must not:

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe, misappropriate or plagiarize any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the Privacy Policy;
- be likely to deceive any person;
- promote any illegal activity or advocate, promote or assist any unlawful act;
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;

- impersonate any person or misrepresent your identity or affiliation with any person or organization;
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising;
- involve any litigation, arbitration, dispute, or resolution of that dispute, including judgments or settlements, or
- give the impression that it emanates from or is endorsed by us or any other person or entity if that is not the case.

L. Reliance on Information Posted; Third Party Content and Links

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties. All statements and/or opinions expressed in these third-party materials, and all content other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

If the Website contains links to other websites and resources provided by third parties, such links are provided for your convenience only and their inclusion on the Website does not imply any endorsement, guarantee, warranty or representation by the Company. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the content of those third-party websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

M. Changes to the Website

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

N. Information About You and Your Visits to the Website

All information we collect on the Website is subject to the Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

O. Geographic Restrictions

The owner of the Website is based in the State of Delaware in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

P. Disclaimer of Warranties

You understand and agree that we cannot and do not guarantee or warrant that webpages, files and other content available for downloading from the Website will be free of viruses or other destructive code. You are responsible for

implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY PRODUCTS/SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT OR ON ANY WEBSITE LINKED TO IT.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY PRODUCTS/SERVICES PROVIDED THROUGH THE WEBSITE IS ENTIRELY AT YOUR OWN RISK AND THAT THE WEBSITE, ITS CONTENT AND ANY PRODUCTS/SERVICES PROVIDED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT). NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY PRODUCTS/SERVICES PROVIDED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY PRODUCTS/SERVICES PROVIDED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT)

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Q. Limitation of Liability

YOU UNDERSTAND AND AGREE THAT THE COMPANY WILL NOT BE LIABLE FOR ANY IMPROPER OR INCORRECT USE OF THE WEBSITE OR THE MATERIALS ON THE WEBSITE, AND THE COMPANY ASSUMES NO RESPONSIBILITY FOR ANY USER'S ACTIVITIES ON THE WEBSITE OR FOR THE INACCURACY OF ANY CONTENT ON THE WEBSITE. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA), AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THIS LIMITATION OF LIABILITY APPLIES TO ANY DAMAGES UNDER ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR BUG, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR ALTERATION OF OR UNAUTHORIZED ACCESS TO THE WEBSITE OR MATERIALS ON THE WEBSITE.

R. Indemnification

You agree to defend, indemnify and hold harmless the Company and its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any submission(s) you make through the Website (including the content thereof), your use of the Website's content and related products/services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

S. Governing Law and Jurisdiction; Arbitration

These Terms of Use and all matters relating to the Website and these Terms of Use, together with any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the laws of the United States and the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota, in each case located in the City of Minneapolis and County of Hennepin. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. Notwithstanding the foregoing, at our sole discretion, we may require you to submit any dispute arising out of, or related to, these Terms of Use or the use of the Website, including any disputes arising from or concerning interpretation, violation, invalidity, non-performance or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Minnesota law.

T. Limitation on Time to File Claims

ANY DISPUTE, CLAIM OR CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH DISPUTE, CLAIM OR CAUSE OF ACTION OCCURRED; OTHERWISE, SUCH DISPUTE, CLAIM OR CAUSE OF ACTION IS PERMANENTLY BARRED.

U. Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

V. Entire Agreement

These Terms of Use, together with the Privacy Policy, constitute the sole and entire agreement between you and us regarding your access to and use of the Website and our provision of the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

W. Contact Us

If you encounter any problems with or have any questions about the Website or these Terms of Use, you may contact us at support@bridgetowerservice.com. For legal notices, please contact us in writing at BridgeTower OpCo, LLC d/b/a BridgeTower Media, 7025 Albert Pick Road, Suite 200, Greensboro, North Carolina 27409, Attention: Chief Financial Officer.