

ORANGE COUNTY BUSINESS JOURNAL TERMS OF SERVICE

These terms and conditions (“Terms of Service”) govern your access to and use of the website located at www.ocbj.com and any associated content (the “Site”), and the services, features, functionality, and offers made available through the Site (the “Services”). Throughout the Terms of Service, “we”, “us” and “our” refer to the Orange County Business Journal; and “you” and “your” refer to (a) you, the individual accessing the Site and/or using the Services, (b) any electronic agent accessing the Site and/or using the Services on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the Site and/or using the Services. Orange County Business Journal offers this website, including all information, tools and Services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. These Terms of Service constitute a contract between you and the Orange County Business Journal.

Please read these Terms of Service carefully before accessing or using our Site. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the Site or use any Services.

1. Changes to the Terms of Service

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to the Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site and the Services following the posting of any changes constitutes acceptance of those changes.

The version of these Terms of Service posted on our Site on each respective date you visit the Site will be the Terms of Service applicable to your access and use of the Site and Services on that date. Our electronically or otherwise properly stored copies of these Terms of Service and the Privacy Policy shall be deemed to be the true, complete, valid, authentic, and enforceable copies of the version of the Terms of Service and the Privacy Policy that were in force on each respective date you visited the Site. We reserve the right to terminate these Terms of Service, or to refuse, restrict, or discontinue access to the Site or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, for any reason or for no reason whatsoever, at any time, without notice or liability.

Our store is hosted on Formstack Inc. They provide us with the online e-commerce platform that allows us to sell our products and Services to you.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence. If you are under the age of majority, you may access the Site and use the Services only with involvement of a parent or guardian.

2. Ownership of the Site and Access License

You understand and agree that the Orange County Business Journal owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the Site and the Services, and all information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the “**Content**”), as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content.

You acknowledge that the Site and the Services is proprietary to the Orange County Business Journal and are protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest in the Site or the Services by accessing and using either. For the avoidance of doubt, “Content” does not include any materials provided by a third party or any features, opportunities, or services made available through third party websites.

The Orange County Business Journal grants you a personal, non-exclusive, non-transferable, limited license to use the Site and the Services solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Site, the Services, or any other Content available via the Site or the Services. All rights not expressly granted to you in these Terms of Service are reserved and retained by the Orange County Business Journal.

3. Use of the Site and Services.

We reserve the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to the Site, the Services, or any portion thereof, for any reason; (ii) modify or change the Site, the Services, or any portion thereof, and any applicable policies or terms; (iii) interrupt the operation of the Site, the Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes; and (iv) change the price of any of the Services. Any use or attempted use of the Site and/or the Services (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) that could interfere with any other party's use and enjoyment of the Site or the Services; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by the Orange County Business Journal to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it was intended, is prohibited.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or

discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Orange County Business Journal representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; or (l) to interfere with or circumvent the security features of the Service or the Site, other websites, or the Internet.

The Orange County Business Journal reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms of Service, including, without limitation, the suspension or termination of your access and/or account. Orange County Business Journal may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Orange County Business Journal reserves the right at all times to disclose any information as Orange County Business Journal deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Orange County Business Journal' sole discretion. You also agree to reimburse Orange County Business Journal for any damage, loss, cost or expense Orange County Business Journal incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the System or the Services for any unlawful or prohibited purpose.

We take commercially reasonable measures to protect the information you submit through the Site and the Service. However, no method of transmitting or storing information is completely secure, and therefore we cannot guarantee that the your will never be accessed, used, or disclosed in a manner that is inconsistent with our Privacy Policy. You agree to immediately notify us of any breach of security, the Privacy Policy, or the Terms of Service of which you become aware.

4. Your Orders.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer name, the same credit card, and/or orders that use the same billing address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

5. Optional Tools.

We may provide you with access to third-party tools (“Optional Tools”), which we do not monitor or control.

We will have no liability whatsoever arising from or relating to your use of Optional Tools.

Your use of Optional Tools are subject to the terms and conditions of the third party providing the Optional Tool. Any use by you of Optional Tools offered through the Site is entirely at your own risk. You should ensure that you are familiar with and approve of the terms on which the Optional Tools are provided by the relevant third-party provider(s).

6. Third-Party Links

Certain content, products and Services available via our Service may include links to materials from third-parties that are not affiliated with us or under our control (“Linked Websites”). We are not responsible for examining or evaluating the content or accuracy of the Linked Websites and disclaim all liability for the Linked Websites.

You acknowledge and agree the use of Linked Websites are subject to the terms and conditions of the Linked Website, not these Terms of Service. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

7. User Comments

Any creative ideas, suggestions, proposals, plans, or other materials of any type or nature that you submit to us, whether online, by email, by postal mail, or otherwise (collectively, “Comments”), is done at your own risk and without any expectation of privacy. By submitting your Comments, you grant us a nonexclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free license to edit, copy, publish, distribute, translate, prepare derivative works of, and otherwise use or commercialize in any medium any Comments that you submit. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

8. Privacy Policy

The Orange County Business Journal's privacy policy (the "Privacy Policy") applies to your use of the Site and the Services, and its terms are made a part of these Terms of Service by reference. To view the Privacy Policy, please see www.ocbj.com

9. Site Content

The Content on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the Content on this Site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We shall not have any liability in connection with any inaccuracies or errors, nor shall we have any obligation to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site or in the Service is inaccurate.

You acknowledge and agree that your use of the Site and the Services is at your own risk.

10. Disclaimers.

THE INFORMATION, SOFTWARE, CONTENT, SERVICES, OR MATERIALS AVAILABLE FROM OR PROVIDED ON THE SITE OR VIA THE SERVICES, IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

THE ORANGE COUNTY BUSINESS JOURNAL AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SITE AND THE SERVICES ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SYSTEM AND SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. THE ORANGE COUNTY BUSINESS JOURNAL PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SITE AND THE SERVICES WITHOUT NOTICE. FURTHERMORE, THE ORANGE COUNTY BUSINESS JOURNAL ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE OR THE SERVICES. THE ORANGE COUNTY BUSINESS JOURNAL SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM OR THE SERVICES.

11. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL THE ORANGE COUNTY BUSINESS JOURNAL, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS,

SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY.

WITHOUT LIMITING ANY OF THE FOREGOING, IF THE ORANGE COUNTY BUSINESS JOURNAL, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE, THE SITE, OR THE SERVICES, THE ORANGE COUNTY BUSINESS JOURNAL AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.

Some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, so portions of the foregoing limitation may not apply to you.

12. Indemnification

You agree to indemnify, defend and hold harmless Orange County Business Journal and our parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service, content, data, or information that you submit, post to, or transmit through the Site or Services, or your violation of any law or the rights of a third-party.

13. General.

Severability. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Waiver. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

Entire Agreement. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Contra Proferentem. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Headings. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

No Third-Party Beneficiaries. Except as expressly provided for herein, these Terms of Service do not confer any rights, remedies, or benefits upon any person or entity other than you and the Orange County Business Journal.

Assignment. The Orange County Business Journal may assign its rights and duties under these Terms of Service at any time to any third party without notice. You may not assign these Terms of Service without the prior written consent of The Orange County Business Journal. These Terms of Service shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

Relationship of the Parties. Neither these Terms of Service, nor any of the Services, create any partnership, joint venture, employment, or other agency relationship between Ready Plate and you. You may not enter into any contract on our behalf or bind us in any way.

Injunctive Relief. You agree that any violation, or threatened violation, by you of these Terms of Service, or the referenced Privacy Policy, constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Governing Law and Venue. These Terms of Service will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. . Any legal action brought by you that arises out of or relates to these Terms of Service or your access to and use of the System or the Services must be commenced within one year after the cause of action arises. You hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in Orange County, California for resolution of any matters related to interpretation, construction, or enforcement of these Terms of Service or otherwise in connection with these Terms of Service, the Privacy Policy, or otherwise related to or in connection with your access to and use of the Site or the Services. You further expressly waive any claim that venue is improper for any reason in these courts.

14. Contact Information

Questions about the Terms of Service should be sent to us at garrett@obj.com.

These Terms of Service were last updated on January 9, 2017, Please check back periodically for updates and changes.