

BNA BLOGS TERMS OF USE

This Terms of Use Agreement (“Agreement”) is between THE BUREAU OF NATIONAL AFFAIRS, INC. (“BNA”), 1801 S. Bell Street, Arlington, VA 22202, and you (“User”). This Agreement shall apply to your access to and/or use of any BNA weblog (“Blog”).

1. **License.** BNA grants to you a non-exclusive, non-transferable, limited right to access and use the Blog in accordance with this Agreement.
2. **Copyright.** The Blog may contain proprietary content of BNA that is protected by copyright and other laws respecting proprietary rights. BNA retains all rights in the Blog, including (without limitation) all copyright and other proprietary rights worldwide in all media. By posting content to the Blog, you hereby grant BNA a perpetual, exclusive, unrestricted, non-revocable, royalty-free license to use, print, publish, sell, copy, distribute, make derivative works of, and license others to use the content in any form or medium, now or hereafter existing, or in any language, during the full term of the copyright therein and throughout the world. You acknowledge that any BNA publication (in any format) containing such content will contain a BNA copyright notice.
3. **Privacy Policy.** All user information submitted by you to, or posted on, the Blog is subject to our Privacy Policy, the terms of which are incorporated into this Agreement by reference. The Privacy Policy governs the use of information by BNA only, and BNA disclaims any responsibility for use of such information by any third party.
4. **Content and Conduct Rules and Obligations.** You understand that all content is the sole responsibility of the person from whom such content originated. This means that you, and not BNA, are entirely responsible for all content that you upload, post, transmit, or otherwise make available via the Blog. You represent that you have all rights necessary to post such content without violation of any intellectual property or other rights or any laws or regulations.

You understand that by accessing and/or using the Blog, you may be exposed to content that you find to be offensive or objectionable. The opinions expressed in the Blog are not necessarily those of BNA and/or its employees. Under no circumstances will BNA be liable in any way for any

content, including, but not limited to, any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Blog. You acknowledge that BNA shall have the right (but not the obligation) in its sole discretion to refuse or remove any content that is available via the Blog, and to edit any content, that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. All opinions and statements made by you on the Blog are yours alone and BNA neither condones nor endorses the reliability or accuracy of such statements.

Should content be found or reported to be in violation of the following terms, any action to be taken will be in BNA's sole discretion.

You agree that you will not:

- (a) upload, post, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically, or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, including, but not limited to, a BNA official, forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity, including BNA;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Blog;
- (e) upload, post, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (f) upload, post, or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- (g) upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam," such as (a) sending mass email to recipients

- who have not requested email from you or with a fake return address, (b) promoting a site with deceptive or otherwise inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
- (h) upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - (i) interfere with or disrupt the Blog or servers or networks connected to the Blog, or disobey any requirements, procedures, policies, or regulations of networks connected to the Blog;
 - (j) intentionally or unintentionally violate any applicable local, state, national, or international law;
 - (k) "stalk" or otherwise harass another;
 - (l) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades, or other weapons or incendiary devices;
 - (m) offer for sale or sell any item, good, or service that (a) violates any applicable federal, state, or local law or regulation, (b) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) BNA determines, in its sole discretion, is inappropriate for sale through the Services provided by BNA;
 - (n) use the Blog as a forwarding service to another web site;
 - (o) allow usage by others in such a way as to violate this Agreement;
 - (p) take any steps to interfere with or in any manner compromise any of BNA's security measures;
 - (q) use the Blog for fraudulent purposes;
 - (r) harvest or collect any information about or regarding other Users, including, without limitation, any personal data or information;
 - (s) copy the Blog content (other than as provided under United States copyright laws);
 - (t) remove any proprietary notices from the Blog site;
 - (u) cause, permit, or authorize the modification, creation of derivative works of, or translation of the Blog content without the express permission of BNA;
 - (v) sell, assign, rent, lease, act as a service bureau, or grant rights in the Blog

including, without limitation, through sublicense, to any other person or entity;

(w) attempt to decompile, reverse engineer, disassemble, modify, or hack the Blog site or underlying software, or to defeat or overcome any encryption and/or digital rights management technology implemented by BNA with respect to the Blog and/or data transmitted, processed, or stored by BNA; or
(x) use this Blog for any commercial purpose or for the benefit of any third party or in any manner not permitted by this Agreement.

If you are reported to be in violation with any terms of this Agreement, BNA retains the right to terminate your right to access and/or post content to the Blog.

5. International Use. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

6. Disclaimer of Professional Advice. The information provided through the Blog is not a substitute for legal and other professional advice. You should always consult your own legal or other professional advisers for legal or other professional advice.

7. Limitation of Liability.

a. BNA CANNOT MAKE ANY REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE BLOG ARE PROVIDED TO YOU “AS IS.” BNA MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. BNA DOES NOT WARRANT THE ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE BLOG OR THE CONTENT IT CONTAINS OR THE METHOD OF DELIVERING THAT INFORMATION TO YOU.

BNA DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS OR CLAIM OF ANY KIND RESULTING FROM, ARISING OUT OF, OR ANY WAY RELATED TO (A) ERRORS IN OR OMISSIONS FROM BLOG

CONTENT, INCLUDING TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH HOT LINKS IN ANY BLOG CONTENT, (C) THE UNAVAILABILITY OF THE BLOG, (D) ANY USE OF THE BLOG OR ANY CONTENT CONTAINED THEREIN, (E) ANY USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH ANY BLOG, OR (F) ANY RELIANCE ON THE INFORMATION CONTAINED IN THE BLOG, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT SHALL BNA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE BLOG OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF BNA HAS BEEN NOTIFIED OF THE POSSIBILITY OF LIKELIHOOD OF SUCH DAMAGES OCCURRING. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

c. IN NO EVENT MAY YOU BRING ANY CLAIM OR CAUSE OF ACTION AGAINST BNA MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

d. You agree to indemnify, defend, and hold BNA harmless from and against any and all third party claims and losses arising out of or in any way related to any use of the Blog, any use of any content, data, or documentation received through the Blog by you, or your breach or alleged breach of this Agreement, or your breach or alleged breach of the copyright, trademark, proprietary, or other rights of third parties, regardless of the form of action.

8. Miscellaneous Provisions.

a. Force Majeure. BNA shall not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, commercially unreasonable hostile acts by a Third Party with respect to the Blog (including a denial of service attack), embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, or any cause beyond the control of such party.

b. No Waiver. Should you or BNA fail to exercise or enforce any provision of this Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.

c. Choice of Law. This Agreement shall for all purposes be governed and construed in accordance with the law of the Commonwealth of Virginia without regard to its choice-of-law rules.

d. Entire Agreement. This Agreement, as it may be amended from time to time in the sole discretion of BNA, constitutes the entire agreement between you and BNA, and supersedes all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter of this Agreement.

e. Severability. If any provision of this Agreement shall be held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions, which provisions shall reflect as closely as possible the intent of the original provisions of this Agreement. If the parties fail to negotiate a substitute provision, this Agreement will continue in full force and effect without that provision and will be interpreted to reflect the original intent of the parties.

f. Headings and Cross-References. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. All references to Sections or headings shall be deemed references to such parts of this Agreement, unless the context shall otherwise require.