



# Terms of Service



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These Terms of Service (“Terms”) apply when you use a website, mobile application, or other online service (collectively, the “Services”) that links or refers to the Terms. These terms are a legal contract between you and WP Company LLC (“The Washington Post,” “we” or “us”) so it is important that you review them carefully before using the Services. Your use of the Services indicates that you agree to follow and be bound by the Terms, which include the [Discussion and Submission Guidelines](#). If you do not agree to the Terms, do not access or use the Services.

THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 11) AND DISCLAIMERS OF LIABILITY (SECTION 12).

## 1. General

We may change the Terms or modify any features of the Services at any time at our sole discretion. The most current version of the Terms can be viewed by clicking on the “Terms of Service” link at the bottom of the Services’ home page. If you continue to use the Services after changes are posted you will be deemed to have accepted the change.

## 2. Compliance With Applicable Laws

As a condition of your access to and use of the Services, you agree that you will not use the Services for any purpose that is unlawful or prohibited by these Terms and that you will comply with all applicable laws and any conditions or restrictions imposed by these terms. The Services are offered for your personal and non-commercial use only, and you are prohibited from using, and are expressly not granted the right to use, the Services for any other purpose.

### **3. Privacy**

By using the Services, you indicate that you understand the information collection, use, and disclosure practices described in the [Privacy Policy](#).

### **4. Discussion And Submission Guidelines**

The Services allow you to post content and communicate with others. This content may include text, images, photographs, audio, video, or material in any other form. You represent that you have read and agree to abide by the [Discussion and Submission Guidelines](#), which are incorporated by reference into these Terms, and that by making a submission you are consenting to its display and publication on the Services and in related online and offline promotional materials, in accordance with the guidelines. We may change or modify those guidelines at any time.

By posting content on, to, or through the Services, you give us the right to display such content on the Services and through affiliated publications and to distribute such content and use such content for

promotional and marketing purposes, pursuant to the terms of the Discussion and Submission Guidelines. Specifically, you provide us with a royalty-free, irrevocable, perpetual, worldwide, exclusive, and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, incorporate into other works, distribute, perform, display, and otherwise exploit such content, in whole or in part in any form, media or technology now known or later developed.

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- Identification of the copyrighted work or a representative list of the works claimed to have been infringed;
- Identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number, and email address, so that we may contact you if necessary;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above

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## **7. Prohibited Conduct**

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:

- Post content that is prohibited by or otherwise not in compliance with these Terms (including the [Discussion and Submission Guidelines](#)).
- Make use of the contents of the Services in any manner that constitutes an infringement of our rights or the rights of other users or third

parties, including copyrights.

- Access parts of the Services to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the Services.

- Copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the Services, except for content you have posted on the Services, or unless expressly authorized. You may download material from the Services solely for your own personal use as follows: you may make one machine readable copy and/or one print copy that is limited to occasional articles of personal interest only.

- Distribute any part of the Services over any network, including a local area network, nor sell or offer it for sale. See our [Reprints & Permissions](#) section for more information on distribution. In addition, these files may not be used to construct any kind of database.

- Engage in unauthorized “scraping” or spidering, or harvesting of personal information, or use any unauthorized automated means to compile information.

- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure.

- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services.

- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Services other than the search engine and search agents available on the Services and other than generally available third-party web browsers.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services
- Engage in any other conduct that restricts or inhibits any other person from using or enjoying the Services.
- Take any action that violates or threatens our system or network security.

Violations of these Terms may result in civil or criminal liability. We may investigate violations of these Terms and we may also work with law enforcement authorities to prosecute users who violate the Terms.

## **8. Registration and Security**

To register for certain Services, you will create login credentials by providing an email address to us and by selecting a username and password. You also provide us certain information during the registration process, which you agree to keep accurate and updated. Each login is for a single user only. You are not allowed to share or disclose your login credentials with any other user or person. We may

cancel or suspend your access to the Services if you share your credentials.

You may also sign in to certain Services using your Facebook login information.

You will be responsible for all usage and activity on your account, including use of the account by any third party authorized by you to use your login credentials, and for all charges for any goods or services. You are also responsible for all statements made or materials posted under your account, including liability for harm caused by such statements or materials. You may not transfer, sell, or otherwise assign your rights or obligations under these Terms.

You must be 13 years or older to use the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies.

## **9. Charges for Services**

We may charge for access to portions of the Services or to the Services as a whole, and we reserve the right at any time to change the amount we charge for such access or subscriptions that include authorization to access the Services. In such event, we will notify you in advance, and give you an opportunity to subscribe (or un-subscribe) to the Service(s). More information about any such subscriptions can be found on the appropriate locations of the Services. You shall pay all applicable taxes relating to use of the services, and recognize that any fees to third



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### **14. Governing Law**

This Agreement shall be governed by the laws of the United States and the District of Columbia. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

### **15. Termination**

The Washington Post may terminate this agreement for any reason at any time. The Washington Post reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Service, with or without prior notice. Otherwise applicable sections of the Terms shall survive termination. In addition to any termination rights, we reserve the right to enforce and prosecute any violations of these Terms.

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## **16. Miscellaneous**

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***No Partnership*** . You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Washington Post as a result of these Terms or your access to and use of the Services.

***Entire Agreement***. Unless otherwise specified herein, the Terms constitute the entire agreement between you and The Washington Post and govern your use of the Services. If any portion of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the

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