

## **TERMS OF USE**

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

EFFECTIVE DATE: MARCH 15, 2023

LAST UPDATED:

As a convenience to you and conditioned on your acceptance of the terms, conditions and notices contained herein (these “**Terms of Use**”), Transparency 1, LLC d/b/a O’Keefe Media Group or OMG (“**OMG**”) grants you access to its website, which is accessible via <http://www.okeefemediagroup.com> (the “**Site**”), where you can access and read news stories published by OMG. For the purposes of these Terms of Use, “**Content**” means, collectively, any content, including any text, software, source code, applications, specifications, images, video and audio files, articles and other information or content available on or through the Site.

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### **BINDING ARBITRATION**

These Terms of Use provide that all disputes between you and OMG will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the section of these Terms of Use titled “Dispute Resolution; Arbitration” for the details regarding your agreement to arbitrate any disputes with us.

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If you believe that your work has been copied in a way that constitutes copyright infringement, please provide OMG with the following information:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your address, telephone number and email address and all other information reasonably sufficient to permit OMG to contact you;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to: DMCA Notifications, Transparency 1, LLC, #1330, 2230 Route 70 W STE 2, Cherry Hill, NJ 08002; email: okeefetips@protonmail.com

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### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless OMG, its officers, directors, employees, agents, suppliers, licensors and third party partners from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use.

### **DISPUTE RESOLUTION; ARBITRATION**

OMG and you agree that all disputes arising from or relating to the Site or any relationship or dispute between you and OMG, these Terms of Use and any policies or practices of OMG (a "**Dispute**") will only be resolved subject to FINAL AND BINDING ARBITRATION as set forth in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act to the maximum extent permitted by applicable law. You further agree that OMG shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder.

OMG AND YOU GIVE UP OUR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute and such rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. NEITHER OMG NOR YOU SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. Neither OMG nor you agree to class arbitration or any other arbitration proceedings where a person brings a dispute as a representative of other persons.

If OMG and you are unable to resolve a Dispute by informal means, the arbitration of that Dispute will be administered by the American Arbitration Association (AAA) in New York, New York in accordance with the Commercial Arbitration Rules. Any proceeding to enforce this arbitration agreement must be brought in the Federal Court of the Southern District of New or in any New York state court of competent jurisdiction with venue lying in New York, New York to the exclusion of all other forums.

### **INJUNCTIVE RELIEF**

The above Arbitration provisions shall not apply to OMG's right to commence an action at any time in a court of law to seek immediate injunctive relief against you to protect OMG's rights or interests.

### **APPLICABLE LAWS**

Your use of the Site and the resolution of Disputes shall be governed in all respects by the laws of the State of New York, without regard to choice of law provisions. You agree that jurisdiction over and venue in any Dispute that is subject to the Injunctive Relief provisions above or is found by a court of law to not be subject to the above Arbitration provisions shall be in the Federal Court of the Southern District of New York or state court of competent jurisdiction with

venue lying in New York, New York to the exclusion of all other forums. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises.

## **UPDATES**

You agree that OMG may update these Terms of Use at any time without prior notice to you. You can determine when these Terms of Use and the Privacy Policy were last updated by referring to the “LAST UPDATED” notation at the top of these Terms of Use and the Privacy Policy. Any updates will become effective when we post the updated version of these Terms of Use on the Site. Your continued use of the Site after we post an updated version of these Terms of Use signifies your acceptance of the updated version.

## **NOTICES**

Except with respect to notices of alleged copyright infringement, which must be submitted as described above, and unless explicitly stated otherwise on the Site, you must provide all feedback and notices to OMG via email at [okeefetips@protonmail.com](mailto:okeefetips@protonmail.com) or mail at Transparency 1, LLC, #1330, 2230 Route 70 W STE 2, Cherry Hill, NJ 08002.

OMG may provide notice to you hereunder by posting announcements to the Site.

## **GENERAL**

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