

## **TERMS OF USE & RETURNS POLICY**

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. RETURNS POLICY ON LAST PAGE.

EFFECTIVE DATE: MARCH 15, 2023

LAST UPDATED: OCTOBER 16, 2023

As a convenience to you and conditioned on your acceptance of the terms, conditions and notices contained herein (these “**Terms of Use**”), 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.

### **IMPORTANT**

You are also subject to the OMG Privacy Policy, which is available at [<https://okeefemediagroup.com>] (the “**Privacy Policy**”). Please read these Terms of Use and the Privacy Policy carefully. By accessing or using the Site, you agree to these Terms of Use and you consent to the collection and use of your personally identifiable information as described in the Privacy Policy. If you do not agree to these Terms of Use and consent to the collection and use of your personally identifiable information as described in the Privacy Policy, you must exit the Site immediately and discontinue any use of the Content.

### **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.

### **PERSONAL AND NON-COMMERCIAL USE LIMITATION**

Unless otherwise specified, the Site is for your personal and non-commercial use. You may not (i) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works of, transfer or sell the Content, other than for your use of the Site as expressly permitted in these Terms of Use; (ii) access or attempt to access any systems or servers on which the Site is hosted or modify or alter the Site in any way; (iii) forge headers, create a false identity or otherwise manipulate identifiers in order to deceive others or disguise the origin of the Content; or (iv) use any device, software or routine to scrape or harvest any Content, or otherwise interfere or attempt to interfere with the proper working of the Site or any business being conducted on the Site.

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If you submit any unsolicited suggestions or materials, including any ideas, comments, suggestions or the like (collectively, "Information"), such Information will be treated as non-confidential and non-proprietary. By submitting Information to OMG, you agree that OMG is free to use the Information for any purpose whatsoever, including developing, manufacturing and marketing products and services using Information and/or editing, altering, broadcasting, posting, publishing, copying, disclosing, distributing, incorporating and otherwise using Information, without limitation and without compensating you. Furthermore, by submitting Information to OMG, you agree that you are giving up all intellectual property rights you have in such information, including any moral, publicity and privacy rights.

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## **TRADEMARKS**

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## **PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

OMG respects the intellectual property of others and we ask you to do the same. Pursuant to 17 U.S.C. Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Site's designated agent. **ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.**

OMG will process and investigate notices of alleged copyright infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, OMG will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

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, O’Keefe Media Group, LLC, PO Box 717, Westwood, NJ 07675; email: [support@okeefemediagroup.com](mailto:support@okeefemediagroup.com)

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#### **TERM & TERMINATION**

OMG may, with or without cause, immediately terminate these Terms of Use and deny you access to the Site. Without limiting the foregoing, OMG has the right to immediately terminate your right to access the Site in the event that you breach these Terms of Use or engage in conduct that OMG, in its sole discretion, considers unacceptable. If these Terms of Use are terminated, you will no longer be authorized to access the Site. The provisions relating to Copyrights, Trademarks, Disclaimer, Limitation of Liability, Indemnification, Applicable Laws and General shall survive any termination of these Terms of Use.

#### **THIRD PARTY LINKS**

The Site may contain links to other websites that are owned and operated by third parties (the “External Sites”). OMG provides these links solely for your convenience. These links do not imply that OMG sponsors, endorses, is affiliated with or has been legally authorized to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through the External Sites.

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Nonetheless, OMG seeks to protect the integrity of the Site and the links it places on the Site and, therefore, requests your feedback on the External Site, including if a link to an External Site does not work. If you have any concerns regarding an External Site, you may also contact the administrator of that site.

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### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL OMG, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND THIRD PARTY PARTNERS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF OMG HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, TORT OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH ANY UNAVAILABILITY OR NONPERFORMANCE OF THE SITE, ERRORS, OMISSIONS, VIRUSES OR MALICIOUS CODE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED

REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OMG'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE EXCEED FIFTY DOLLARS (\$50.00).

### **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 [support@okeefemediagroup.com](mailto:support@okeefemediagroup.com) or mail at O’Keefe Media Group, LLC, PO Box 717, Westwood, NJ 07675.

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

## **GENERAL**

OMG’s failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

OMG may assign its rights and duties under these Terms of Use to any party at any time without notice to you. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages of the Site.

If any provision of these Terms of Use is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of that or any other provision in any other jurisdiction, and these Terms of Use will be reformed, construed and enforced in such jurisdiction as if such provision had never been contained herein.

You agree that no joint venture, partnership, employment or agency relationship exists between you and OMG as a result of these Terms of Use or your use of the Site. OMG’s performance of these Terms of Use is subject to existing laws and legal process and nothing contained in these Terms of Use or the Privacy Policy is in derogation of OMG's right to comply with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by OMG with respect to such use.

These Terms of Use constitute the entire agreement between you and OMG with respect to the Site and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and O’Keefe Media Group, LLC with respect to the Site, except that in the event of a conflict between these Terms of Use and any subscription agreement you might enter into with OMG for access to Content, the terms of the subscription agreement shall control.

## **REFUND AND RETURNS POLICY**

We have a 30-day return policy, which means you have 30 days after receiving your digital or physical item to request a return.

To be eligible for a return, physical items must be in the same condition that you received it, unworn or unused, with tags, and in its original packaging. You'll also need the receipt or proof of purchase.

To start a return, you can contact us at [support@okeefemediagroup.com](mailto:support@okeefemediagroup.com). Please note do not physically return any items until given instructions by our support team.

If your return is accepted, we'll send you instructions on how and where to send your package. Items sent back to us without first requesting a return will not be accepted. Please note that if your country of residence is not United States, shipping your goods may take longer than expected.

You can always contact us for any return questions at [support@okeefemediagroup.com](mailto:support@okeefemediagroup.com).

### **Damages and Issues**

Please inspect your order upon receipt and contact us immediately if the item is defective, damaged, or if you receive the wrong item, so that we may evaluate the issue and make it right. Certain types of items cannot be returned, like perishable goods (such as food, flowers, or plants), custom products (such as special orders or personalized items), and personal care goods (such as beauty products). We also do not accept returns for hazardous materials, flammable liquids, or gases. Please get in touch if you have questions or concerns about your specific item.

Unfortunately, we cannot accept returns on sale items or gift cards.

### **Exchanges**

The fastest way to ensure you get what you want is to return the item you have, and once the return is accepted, make a separate purchase for the new item.

#### ***European Union 3 day cooling off period***

Notwithstanding the above, if merchandise is being shipped into the European Union, you have the right to cancel or return your order within 3 days for any reason and without justification. As above, your item must be in the same condition that you received it, unworn or unused, with tags, and in its original packaging. You'll also need the receipt or proof of purchase.

### **Refunds**

We will notify you once we've received and inspected your return to let you know if the refund was approved or not. If approved, you'll be automatically refunded on your original payment method within 10 business days. Please remember it can take some time for your bank or credit card company to process and post the refund too.

If more than 15 business days have passed since we've approved your return, please contact us at [support@okeefemediagroup.com](mailto:support@okeefemediagroup.com).