

User Agreement

Last Revised **December 23, 2010**

This website, www.newyorkeropinionleaders.com ("Website"), is administered for Conde Nast ("Sponsor") by Vision Critical Communications Inc. ("Service Provider"). Sponsor and Service Provider shall be referred to collectively as "we", "us" and "our".

The following User Agreement ("Agreement") governs the use of the Website by all those who access the Website, including without limitation persons and representatives of entities, whether such representatives are persons, entities, or digital engines of any kind that crawl, index, scrape, copy, store or transmit digital content (collectively, "you" or "your").

Please read this Agreement carefully. You can access this Agreement any time at https://www.newyorkeropinionleaders.com/mediaserver/3/documents/NewYorkerOpinionLeaders_User_Agreement.pdf . **Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with this Agreement.** If you cannot agree with the terms and conditions of this Agreement, please do not use the Website.

In addition to reviewing this Agreement, please read our [Privacy Policy](#). Your use of the Website constitutes agreement to its terms and conditions as well.

Certain features, functionality, content and/or materials offered on or through the Website may be hosted, administered, run or otherwise participated in by third party service providers which may require that you agree to their additional terms, conditions, contracts, agreements and/or rules. Your compliance with any such additional terms, conditions, contracts, agreements and/or rules is solely your responsibility and will have no effect on your continuing obligation to comply with this Agreement and the Website's Privacy Policy when using the Website. We specifically disclaim any and all liability in connection with the acts or omissions of such third party service providers.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Website by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow the Websites rules, whether listed below or on the Website, may result in suspension or termination of your access to the Website, without notice, in addition to our other remedies.

I. MONITORING

We strive to provide an enjoyable online experience for users of the Website, so we may monitor activity on the Website, including in the bulletin boards, forums, personal ads, and chats, to foster compliance with this Agreement. All users of the Website hereby specifically agree to such monitoring. Nevertheless, we do not make any warranties or guarantees that: (1) the Website, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a dispute regarding compliance or non-compliance with this Agreement. We generally do not pre-screen content before it is posted to the Website by users, so you may be exposed to content that is opinionated, offensive, indecent or otherwise inappropriate.

II. Registration and Account Creation

1. REGISTRATION INFORMATION:

We may at times require that you register and/or set up an account to use certain portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. You may not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account on the Website. If any of your Registration Information changes, you must update it by contacting Service Provider as described on the Website.

2. USE OF USER ID/PASSWORD:

- A. If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.
- B. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.
- C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by contacting Service Provider as described on the Website and/or closing your account.

III. MEDICAL INFORMATION DISCLAIMER

1. The Website is not a forum for the transmittal or exchange of medical information, advice or the promotion of self-destructive behavior (e.g., eating disorders, suicide). While you may freely discuss your troubles, you should not look to the Website for information or advice on such topics. Instead, we recommend that you talk in person with a qualified medical professional.

2. THE INFORMATION ON THIS WEBSITE IS IN NO WAY INTENDED TO DIAGNOSE, CURE, OR TREAT ANY MEDICAL OR OTHER CONDITION. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER PRIOR TO STARTING ANY NEW DIET AND ASK YOUR DOCTOR ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THIS WEBSITE.

IV. Rules of Usage:

1. USE OF THE WEBSITE BY YOU:

- A. The Website is not intended for users under the age of 13, and we do not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using portions of the Website for which registration is required, such as our forums and chat areas.
- B. Unless otherwise specified, the Website is intended for your personal use only. You may not authorize others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website. You may not impersonate, imitate or pretend to be somebody else when using the Website.
- C. You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that constitutes junk mail, spam, advertising, and/or commercial offers. You may not repeat the same posting multiple times in a day or week.
- D. You agree not to use any obscene, indecent, or offensive language or to provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is defamatory, abusive, bullying, harassing, racist, hateful, or violent. You agree to refrain from ethnic slurs, religious intolerance, homophobia, and personal attacks when using the Website.
- E. You further agree not to use any sexually explicit language or to provide to or post on or through the Website any graphics, text, photographs, images,

video, audio or other material that is sexually explicit. Do not engage in “cyber-sex” or “sexting” (i.e., “virtual sex”) or solicit another to participate in “cyber-sex” or “sexting” on or through the Website.

- F. You may not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that is encrypted, invades anyone's privacy, or illustrates, references or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, federal, national or international law or regulation (e.g., drug use, underage drinking). You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. Do not provide to or post on or through the Website any graphics, text, photographs, images, video, audio or other material that includes instructions for weapon and/or explosive manufacture or use.
- G. You are responsible for ensuring that any graphics, text, photographs, images, video, audio or other material you provide to or post on the Website, including without limitation in bulletin boards, forums, personal ads, chats or elsewhere, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is provided or posted with the permission of the owner(s) of such rights.
- H. The Website may contain graphics, text, photographs, images, video, audio and other material that is clearly identified for your use (collectively, “Assets”). The Assets are protected by state, national and international copyright, trademark and other intellectual property laws. Nevertheless, we (and our licensors) grant to you the limited, non-exclusive, right and license to use the Assets solely as described on the Website, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices.
- I. The Website also contains other graphics, text, photographs, images, video, audio, software, code, and other material that is provided by us or our licensors and is not clearly identified as, or intended, for your use, including without limitation the organization, design, compilation, and “look and feel” of the Website, and advertising thereon (collectively, “Website Content”). The Website Content is protected by state, national and international copyright, trademark and other intellectual property laws, and is the property of us and/or our licensors. The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, of any such Website Content, including but not limited to the removal or alteration of advertising, is strictly prohibited.

- J. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, aggregation, or otherwise, of material obtained through the Website, including without limitation the Assets or Website Content, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, us or the Website.
- K. You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website.
- L. Other than connecting to our servers by http requests using a Web browser, you may not attempt to gain access to our servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or otherwise.
- M. You acknowledge that we have not reviewed and do not necessarily endorse the content of all sites or services linked to from this Website and are not responsible for the content or actions of any other sites or services linked to from this Website. Your linking to any service or site is at your sole risk.

2. **COMMENTS BY OTHERS ARE NOT ENDORSED BY US:**

We do not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of us or our third party service providers. You agree that we and our third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

3. **USE OF MATERIAL SUPPLIED BY YOU:**

For information regarding use of information about you that you may supply or communicate to the Website, please see our [Privacy Policy](#). Except as expressly provided otherwise in the Privacy Policy or in this Agreement, you agree that by posting messages, uploading text, graphics, photographs, images, video or audio files, inputting data, or engaging in any other form of communication with or through the Website, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. This means that we may use any ideas, suggestions, developments, and/or inventions that you post in any

manner as we see fit without any compensation or attribution to you. In addition, please be aware that information you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post. We may at any time and without prior notice remove any posted message or thread, and/or delete word(s) or phrase(s) from posted messages or threads. Even after information is removed from your profile, your post(s) or your account, regardless of whether such removal or deletion is by you or by us, copies of that information and all posts and content added to the Website may remain viewable by us.

4. **COPYRIGHT COMPLAINTS:**

- A. We respect the intellectual property of others, and we ask that users of the Website do the same. We may, in appropriate circumstances and at our discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.
- B. If you believe that your work has been copied and is accessible on the Website in a way that constitutes copyright infringement, or that the Website contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify Sponsor by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to Sponsor's copyright agent set forth below:
- (i) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - (ii) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
 - (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
 - (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

Copyright Agent:

Jerry Birenz, Esq.

Sabin, Bermant & Gould LLP

4 Times Square, 23rd Floor

New York, NY 10036-6526

Phone: (212) 381-7057

Fax: (212) 381-7233

E-mail: copyright@sbandg.com

Note: Only copyright complaints should be sent to agent. No other communications will be accepted or responded to.

For communications on other matters, please contact Service Provider through the means described on the Website.

5. MERCHANDISE SOLD THROUGH THE WEBSITE:

We may receive a commission, fee, and/or other compensation on some purchases made through sites linked from the Website. Neither us nor our third party service providers make any warranties with respect to any of the merchandise, products, and/or services featured, mentioned, or sold on or through the Website. Transactions for any such item shall be between the user and the third party seller, distributor, or manufacturer without any involvement of us or our third party service providers. You agree that we and our third party service providers are not responsible, and shall have no liability to you, with respect to merchandise, products, and/or services featured, mentioned, sold, or distributed on or through the Website, including illegal, offensive or illicit items, even items that violate this Agreement.

6. INDEMNIFICATION:

You agree to indemnify, defend and hold harmless us, our parent, subsidiary and affiliated entities, and third party service providers, and each of their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors and assigns from and against any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the Website, or from your breach of this Agreement, or from any such acts through your use of the Website.

7. EDITING AND DELETIONS:

We reserve the right, but undertake no duty, to review, edit, move or delete any features, functionality, material, and/or content provided for display or placed on the Website or its bulletin boards, in its sole discretion, without notice. If you do not refresh the Website after each of such edits or deletions are made, your experience may not reflect the most recent features, functionality, material, and/or content, for which we disclaim any and all responsibility and liability.

8. ADDITIONAL RULES:

We reserve the right to post, from time to time, additional rules of usage that apply to specific parts of the Website. Such additional rules will be posted in the relevant parts of the Website. Your continued use of the Website constitutes your agreement to comply with these additional rules.

9. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS", AND WE AND OUR AFFILIATES AND THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. WE AND OUR AFFILIATES AND THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE.

NEITHER US NOR OUR AFFILIATES OR THIRD PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE WEBSITE HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE US AND OUR AFFILIATES AND THIRD PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (COLLECTIVELY, "CLAIMS"), ARISING OUT OF OR IN ANY WAY

CONNECTED WITH YOUR USE OF THIS SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

10. TERMINATION OR SUSPENSION OF ACCESS TO THE WEBSITE:

We have the right to terminate and/or suspend your ability to access the Website or any portion thereof, for any or no reason, without notice. Even after your account is suspended or terminated, regardless of whether such termination or suspension is by you or by us, copies of all information with regard to your account, including message(s) you may have posted, may remain viewable by us and/or other users of the Website. All provisions of this Agreement shall survive the termination or expiration of this Agreement and/or your account.

11. JURISDICTION:

We make no representation that materials on the Website are appropriate, available or legal in any particular location. Those who choose to access the Website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of New York applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of this Agreement must be brought in a state or federal court in New York. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

12. COMMUNICATIONS TO YOU:

You understand and agree that joining the Website may include receiving certain communications from us, such as administrative messages, and that these communications are considered part of the Website membership and you may not be able to opt out of receiving them without ceasing to be a member of the Website.

13. ASSOCIATED PRESS:

By accessing this Website, you specifically acknowledge and agree that: (i) Associated Press text, photo, graphic, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium; (ii) no Associated Press materials nor any portion thereof may be stored in a computer except for personal and non-commercial use; (iii) the Associated Press will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing; (iv) the

Associated Press is an intended third party beneficiary of these terms and conditions and it may exercise all rights and remedies available to it; and (v) the Associated Press reserves the right to audit possible unauthorized commercial use of Associated Press materials or any portion thereof at any time.

* * * * *

If you don't agree to the terms contained in this Agreement, please exit the Website by clicking the Back button on your browser to return to the previous page.