

Terms of Service

Last Updated: September 13, 2010

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Requests to use Content for any purpose other than as permitted in these Terms of Service should be directed to info@rennamedia.com In certain cases, you may be able to use individual stories that appear on Ourtownrahway.com through online functionality we have specifically designated (e.g., to e-mail a story to a friend or to purchase the rights to reproduce a story for other use). In such cases, we will tell you directly in the portion of the Content you may use or you will see a link in the Content itself.

Registration. Registration is not required to view certain Content. However, you are required to register if you wish to post a comment or upload a video, or view certain other Content. If you become a Registered Member of Ourtownrahway.com, you accept responsibility for all activities that occur under your Registration Account. You agree to provide true, accurate, complete, and correct information at the time of registration, and

to promptly update this information as needed so that it remains true, accurate, complete, and correct. We reserve the right to terminate your access and use of Ourtownrahway.com if individuals from more than one household access Ourtownrahway.com using any single Registration Account. You are responsible for maintaining the confidentiality of your password and for restricting access to your computer so others outside your household may not access Ourtownrahway.com using your name in whole or in part without our permission. If you believe someone has accessed Ourtownrahway.com using your Registration Account and password without your authorization, e-mail us immediately at info@rennamedia.com.

Use of Information by Ourtownrahway.com. You acknowledge, consent and agree that Ourtownrahway.com may preserve and disclose your Registration Account information and the contents of your online communications if required to do so by law, or in good faith belief that preservation and/or disclosure is reasonably necessary for the following purposes: (1) to comply with legal process, such as a court order, search warrant, or subpoena; (2) to enforce the terms of this Terms of Service; (3) to render service you request; (4) to protect the rights or property of Ourtownrahway.com, and their third party suppliers and licensors; or (5) in circumstances that we deem, in our sole discretion, to pose a threat to the safety of you or others.

User Content Representations and Warranties. By placing material on Ourtownrahway.com, including but not limited to posting content or communications to any Ourtownrahway.com bulletin board, forum, blogspace, message or chat area, or posting text, images, audio files or other audio-visual content to the site ("User Content"), you represent and warrant: (1) you own or otherwise have all necessary rights to the User Content you provide and the rights to provide it under these Terms of Service; and, (2) the User Content will not cause injury to any person or entity. Using a name other than your own legal name in association with the submission of User Content is prohibited (except in those specific areas of Ourtownrahway.com that specifically ask for unique, fictitious names).

User Content License. For all User Content you post, upload, or otherwise make available ("Provide") to Ourtownrahway.com, you grant Renna Media LLC its affiliates and related entities, including Ourtownrahway.com and its affiliated newspapers, Web sites, and broadcast stations, a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from such User Content, in any form, format, or medium, of any kind now known or later developed. Without limiting the generality of the previous sentence, you authorize Renna Media LLC to share the User Content across all Web sites, newspapers, and broadcast stations affiliated with Renna Media LLC to include the User Content in a searchable format accessible by users of Ourtownrahway.com and other Renna Media Web sites, to place advertisements in close proximity to such User Content, and to use your name, likeness and any other information in connection with its use of the material you provide. You waive all moral rights with respect to any User Content you provide to Ourtownrahway.com. You also grant Renna Media the right to use any material,

information, ideas, concepts, know-how or techniques contained in any communication you provide or otherwise submit to us for any purpose whatsoever, including but not limited to, commercial purposes, and developing, manufacturing and marketing commercial products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

User Content Screening and Removal. You acknowledge that Ourtownrahway.com and/or its designees may or may not pre-screen User Content, and shall have the right (but not the obligation), in their sole discretion, to move, remove, block, edit, or refuse any User Content for any reason, including without limitation that such User Content violates these Terms of Service or is otherwise objectionable.

User Content Assumption of Risk. Ourtownrahway.com cannot and does not monitor or manage all User Content, and does not guarantee the accuracy, integrity, or quality of User Content. All User Content provided to Ourtownrahway.com is the sole responsibility of the person who provided it. This means that you are entirely responsible for all User Content that you provide. To protect your safety, please use your best judgment when using Ourtownrahway.com forums. We discourage divulging personal phone numbers and addresses or other information that can be used to identify or locate you. You acknowledge and agree that if you make such disclosures either through posting on any bulletin board, forum, blogspace, message or chat area, or uploading text, images, audio files or other audio-visual content, in classified advertising you place or in other interactive areas, or to third parties in any communication, you do so fully understanding that such information could be used to identify you.

User Content Posting Rules. Any decisions as to whether User Content violates any Posting Rule will be made by Ourtownrahway.com in its sole discretion and after we have actual notice of such posting. When you provide User Content, you agree to the following Posting Rules:

- If the photo or video depicts any children under the age of 13, you affirm that you have written permission from the child's parent or guardian to provide the photo or video.

Do not provide User Content that:

- contains copyrighted or other proprietary material of any kind without the express permission of the owner of that material.
- contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature.
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community.
- violates any right of Ourtownrahway.com or any third party.
- discriminates on the grounds of race, religion, national origin, gender, age, marital status,

sexual orientation or disability, or refers to such matters in any manner prohibited by law.

- violates or encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance.

- interferes with any third party's uninterrupted use of Ourtownrahway.com.

- advertises, promotes or offers to trade any goods or services, except in areas specifically designated for such purpose.

- uses or attempt to use another's Registration Account, password, service or system except as expressly permitted by the Terms of Service.

- uploads or transmits viruses or other harmful, disruptive or destructive files, material or code.

- disrupts, interferes with, or otherwise harms or violates the security of

Ourtownrahway.com, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through Ourtownrahway.com or affiliated or linked sites.

- "flames" any individual or entity (e.g., sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual), or repeats prior posting of the same message under multiple threads or subjects.

WARNING: A VIOLATION OF THESE POSTING RULES MAY BE REFERRED TO LAW ENFORCEMENT AUTHORITIES.

Unsolicited Material and Ideas. Ourtownrahway.com is not responsible for the similarity of any of its content or programming in any media to materials or ideas provided to Ourtownrahway.com. You acknowledge and agree that if you send any unsolicited materials or ideas, you do so with the understanding no additional consideration of any sort will be provided to you, and you are waiving any claim against Ourtownrahway.com and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is or may be substantially similar to the idea you sent.

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Errors in Advertisements. On occasion, a product or service may not be available at the time or the price as it appears in an advertisement. In such event, or in the event a product is listed at an incorrect price or with incorrect information due to typographical error, technology effort, error in the date or length of publication, or error in pricing or product information received from our advertisers or suppliers, you agree Ourtownrahway.com is not responsible for such errors or discrepancies.

Communications with Third Parties Through Ourtownrahway.com. Your dealings or communications through Ourtownrahway.com with any party other than Ourtownrahway.com are solely between you and that third party. For example, certain areas of Ourtownrahway.com may allow you to conduct transactions or purchase goods or services. In most cases, these transactions will be conducted by our third-party partners and vendors. Under no circumstances will Ourtownrahway.com be liable for any goods, services, resources or content available through such third party dealings or communications, or for any harm related thereto. Please review carefully that third party's policies and practices and make sure you are comfortable with them before you engage in any transaction. Complaints, concerns or questions relating to materials provided by third parties should be directed to the third party.

During your visit to Ourtownrahway.com you may link to, or view as part of a frame, certain content that is actually created or hosted by a third party. Because Ourtownrahway.com has no control over third party sites and resources, you acknowledge and agree that Ourtownrahway.com is not responsible for the availability of external sites or resources, nor for the content, actions, or policies of those sites. Information you provide on such sites, including personal information and transactional information, is subject to the terms of service of those sites.

Notice of Intellectual Property Infringement. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of Ourtownrahway.com, in appropriate circumstances, to terminate the Registration Account of a Member who is deemed to infringe third party intellectual property rights or to remove User Content that is deemed to be infringing. If you believe that your work has been copied in a way that constitutes copyright infringement and is displayed on Ourtownrahway.com, please provide substantially the following information to our Copyright Agent (please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm these requirements):

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of your copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material you claim is infringing is located on the site (providing us with website URL is the quickest way to help us locate content quickly);
4. your address, telephone number, and e-mail address;
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 or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Ourtownrahway.com's copyright agent can be reached as follows:

Copyright Agent, 202 Walnut Ave., Cranford, NJ 07016 908-709-0530
info@rennamedia.com

Counter-Notification for Intellectual Property Infringement. If you elect to send us a

counter-notice in response to a notice of intellectual property infringement, to be effective it must be a written communication provided to Ourtownrahway.com's designated Copyright Agent (see above for contact information) that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

1. an electronic or physical signature of the registered user;
2. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (providing us with a website URL is the quickest way to help us locate content quickly);
3. your address, telephone number, and e-mail address;
4. a statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
5. a statement by you that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the your address is outside of the United States, for any judicial district in which Ourtownrahway.com may be found, and that the you will accept service of process from the person who provided notification of intellectual property infringement or an agent of such person.
6. Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

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Choice of Law. These Terms of Service will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to Ourtownrahway.com must be filed in a federal or state court located in Union County, NJ.

Statute of Limitations. You agree to file any claim regarding any aspect of this site or these Terms of Service within six months of the time in which the events giving rise to such claim began, or you agree to waive such claim.

No Class Actions. You agree no claim subject to these Terms of Service may be brought as a class action.

Severability. If for any reason any provision of this Agreement is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of the Agreement shall continue in full force and effect.

No Waiver. Any failure of Ourtownrahway.com to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.

Section Titles. The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect.

Termination. In the event of termination of this Agreement for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Content, the license(s) you have granted to Ourtownrahway.com, and all other provisions for which survival is equitable or appropriate.

Conflicts. In the case of a conflict between these terms and the terms of any electronic or machine readable statement or policy (for example, a P3P electronic privacy policy), these Terms of Service shall control. Similarly, in case of a conflict between these terms

and our Privacy Policy, these Terms of Service control.

Contact Us. To contact ourtownrahway.com, please use the following:

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