

SUBSCRIBER AGREEMENT AND TERMS OF USE

UPDATED ON September 7, 2014.

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If you agree to be bound by the terms of this Agreement, you should check the box indicating your agreement to the terms of this Agreement on the registration page for the Service. If you do not agree to be bound by the terms of this Agreement, you should not check the box but you will not be able to proceed with the registration process for the respective Service and become a subscriber. To the extent you have access to, or are using, a Service without having completed our registration process, you are hereby notified that your continued use of a Service is subject to many of the terms and conditions of this Agreement as explained in Section 7 below.

1. Changes to Subscriber Agreement. We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting a notice on the Service that the terms have been "updated" or similar words). The changes also will appear in this document, which you can access at any time by going to the Subscriber Agreement and Terms of Use link at the footer of those Services which are made available through a website or to the

Legal or Legal Notices area of those Services which are made available as an application. By using a Service after changes are made to this Agreement you signify that you agree to be bound by such changes.

2. Privacy and Your Account. Registration data and other information about you are subject to our [Privacy Policy](#). Your information may be stored and processed in the United States or any other country where Dow Jones has facilities, and by using a Service online, you consent to the transfer of information outside of your country. If your access to a Service has been provided by or through a third party (for example, your employer or an education institution where you are a student) (each, a "Third Party"), the Third Party may have provided us with information about you to enable us to provide you with access to the Service and distinguish you from other subscribers (such as your email address or name). If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else with access to your password to a Service, they will have the ability to view information about your account and make changes through the website for the Service. Similarly, if you tell someone the answer to your security question for a Service, they will be able to request information about your account and make changes through Customer Service. You agree to notify us promptly if you change your billing and delivery addresses and email address so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice.

3. Fees and Payments. You must be 18 years of age or older to purchase a subscription to the Services or any other content, product, or service offered by us through the Services. If you are less than 18 years of age and want to make any such purchase, please ask your parent or guardian to complete the purchase on your behalf. You agree to pay the subscription fees and any other

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4. Term; Cancellation and Renewal. This Agreement shall remain in full force and effect while you use the Services. Unless you have paid by check, your subscription will renew automatically until it is cancelled in accordance with this Section. For annual subscriptions, we will notify you of the pending renewal of your subscription at least 30 days prior to the date your subscription renews, except as otherwise required by law. For all subscriptions, you must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term

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5. Subscription Policies. By subscribing to a Service, you are subject to our Subscription policies which can be found at any time in our Customer Center at customercenter.barrons.com. Please read these carefully as they set forth our refund, cancellation and pricing policies and other important matters. We reserve the right to change these policies at any time and you should refer to them frequently to ensure you are aware of current policies.

6. Availability of Service through other Platforms; Third Party Payment Services.

6.1 If you access a Service through a mobile application or other type of third party platform, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply in addition to the terms of this Agreement and you agree that you are subject to such application or platform's terms in addition to this Agreement.

6.2 From time to time, we may use a third party not affiliated with us to process payments for a Service (a Third Party Processor). You agree that this Third Party Processor is solely responsible for controlling, handling, processing, or fulfilling purchases processed through its systems. When using such Third Party Processor you may be subject to additional terms of use/service and privacy policy(ies) of the Third Party Processor.

7. Certain Types of Users; Print Subscriptions.

7.1 Other Subscribers and Users. If your access to a Service is provided by, or through a Third Party (as defined in Section 2 above), or if you have paid for access to the Service in connection with your subscription to one of our print publications, or purchased your subscription to the Service through a retailer rather than from us directly, some or all of the "Fees and Payments" and "Cancellation and Renewal" terms may not apply to you. Please contact the Third Party, retailer or our Customer Service department for details. If you access a Service without paying or registering (e.g., as part of an "open house" or free trial), you are hereby notified that all of the terms and conditions of this Subscriber Agreement, except the sections labeled "Fees and Payments" and "Cancellation and Renewal," apply to your use and access of the Service.

7.2 Print/Digital Combo Subscriptions; Online Orders. If you subscribe to a digital Service and also receive the print version of Barron's or purchase a subscription to the print version of Barron's through one of our online order forms, then your use of print Barron's shall be subject to this Agreement, except for those provisions which, due to their nature, are applicable solely to the use of a digital product or service.

8. Limitations on Use.

8.1 Only one individual may access a Service at the same time using the same user name or password, unless we agree otherwise.

8.2 The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the "Content") available through the Services are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or

otherwise provide access to the Content received through the Services to anyone, including, if applicable, your fellow students or employees, with the following exceptions:

8.2.1 You may occasionally distribute a copy of an article, or a portion of an article, from a Service in non-electronic form to a few individuals without charge, provided you include all copyright and other proprietary rights notices in the same form in which the notices appear in the Service, original source attribution, and the phrase "Used with permission from Barron's". Please consult the **Dow Jones Reprints** web site at djreprints.com if you need to distribute an article from a Service to a larger number of individuals, on a regular basis or in any other manner not expressly permitted by this Agreement.

8.2.2 You may occasionally use our "Email This" service to email an article from a Service to a few individuals, without charge. You are not permitted to use this service for the purpose of regularly providing other users with access to content from a Service.

8.2.3 While you may download, store and create an archive of articles from the Service for your personal use, you may not otherwise provide access to such an archive to more than a few individuals on an occasional basis. The foregoing does not apply to any sharing functionality we provide through the Service that expressly allows you to share articles or links to articles with others. In addition, you may not use such an archive to develop or operate an automated trading system or for data or text mining.

8.3 Additional Restrictions on Use of the Content.

8.3.1 You agree not to rearrange or modify the Content available through a Service. You agree not to display, post, frame, or scrape the Content for use on another web site, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line

linking to the Services or any Content contained thereon and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the Services other than as expressly authorized by us is prohibited.

8.3.2 You further agree to abide by exclusionary protocols (e.g., Robots.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the Services. You may not 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.

8.3.3 As a general rule, you may not use the Content, including without limitation, any Content made available through one of our RSS Feeds, in any commercial product or service, without our express written consent.

8.3.4 You may not create apps, extensions, or other products and services that use our Content without our permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to a Service.

8.3.5 Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same.

8.4 You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

9. Community; User Generated Content.

9.1 User Name. When you post comments on certain areas of the Services, we will display those comments alongside your real first and last name from your subscription account. It is your responsibility to choose your password wisely. If you have concerns or believe that someone is using your password without your authority, please contact Customer Service. We reserve the right to disclose any information about you, including registration data, in order to comply with any applicable laws and/or requests under legal process, to operate our systems properly, to protect our property or rights, and to safeguard the interests of others.

9.2 User Generated Content.

9.2.1 User Content. We offer you the opportunity to comment on and engage in discussions regarding our Content. Any content, information, graphics, audio, images, and links you submit as part of creating your profile or in connection with any of the foregoing activities are referred to as "User Content" in this Agreement and are subject to various terms and conditions as set forth below.

9.2.2 Cautions Regarding Other Users and User Content. You understand and agree that User Content includes information, views, opinions, and recommendations of many individuals and organizations and is designed to help you gather the information you need to help you make your own decisions. Importantly, you are responsible for your own investment decisions and for properly analyzing and verifying any information you intend to rely upon. We do not endorse any recommendation or opinion made by any user. We do not routinely screen, edit, or review User Content. However, we reserve the right to monitor or remove any User Content from the Services at any time without notice. You should also be aware that other users may use our Services for personal gain. As a result, please approach messages with appropriate skepticism. User Content may be misleading, deceptive, or in error.

9.2.3 Grant of Rights and Representations by You. If you upload, post or submit any User Content on a Service, you represent to us that you have all the necessary legal rights to upload, post or submit such User Content and it will not violate any law or the rights of any person. You agree that upon uploading, posting or submitting information on the Services, you grant Dow Jones, and our respective affiliates and successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable, sub-licensable right and license to use, distribute, publicly perform, display, translate, adapt reproduce, and create derivative works from your User Content in any and all media or technology, now known or later developed, in any manner, in whole or part, with or without attribution, without any duty to compensate you.

You waive all moral rights you may have in any User Content. You agree that we may modify or alter your User Content without seeking further permission from you. You also grant us the right to authorize the use of User Content, or any portion thereof, by Subscribers and other users in accordance with the terms and conditions of this Agreement, including the rights to feature your User Content specifically on the Services and to allow other Subscribers or users to request access to your User Content, such as for example through an RSS Feed. You agree that you are financially responsible for any claim against us arising from any User Content you create.

9.2.4 We may also remove any User Content for any reason and without notice to you. This includes all materials related to your use of the Services or membership, including email accounts, postings, profiles or other personalized information you have created while on the Services.

9.2.5 Rules of Conduct. All users must comply with the **Community Rules**.

9.2.6 Copyright Policy. It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For more information about our policy, please see our **Copyright Policy**.

10. Contest and Promotions. From time to time, we, our advertisers, or other parties may conduct promotions and other activities on, through or in connection with one or more the Services, including, without limitation, contests and sweepstakes (collectively, Promotions). In some case, you may be able to win a prize (Prize) as part of a Promotion. Each Promotion may have Additional Terms and/or Rules or eligibility requirements which shall be posted or otherwise made available to you in connection therewith in accordance with applicable law.

11. Third Party Web Sites, Services and Software. Your use of any third party websites, content, data, information, applications, goods, services or materials (collectively, Third Party Services) does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on our part or of our affiliates. We do not verify, endorse, or have any responsibility for Third Party Services and any third party business practices (including, without limitation, their privacy policies), whether the Services' or our logo and/or sponsorship identification is on the Third Party Services as part of a co-branding or promotional arrangement or otherwise. Accordingly, we encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third Party Service you use.

12. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT, TOOLS, PRIZES AVAILABLE THROUGH THE SERVICES IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,

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13. Agreement to Arbitrate.

13.1 The parties acknowledge that any statutory or common law claims related to intellectual property may require forms of equitable relief that are best administered by courts; accordingly, the parties agree that except for statutory or common law claims related to intellectual property and disputes that qualify for small claims court, any controversy or claim arising out of or relating to

this Agreement or any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Judgment on the award rendered by the arbitrator may be entered in any federal or state court of competent jurisdiction located in the County of New York in the State of New York. For more information about arbitration, the AAA and the arbitration process, please consult the American Arbitration Association web site at adr.org. **You agree that by entering into this Agreement, you and we are each waiving the right to trial by jury, except as otherwise stated above. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and, by entering into this Agreement, you are giving up the ability to participate in a class action.** All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for the court to decide. As stated in Section 14 below, New York law applies to any arbitration under this section, but the parties acknowledge that the Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Agreement. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and, if the law allows, they can seek relief against us for you.

13.2 Unless you and we agree otherwise, the arbitration will take place either in the subscriber's county of principal residence or the County of New York in the State of New York. For claims of \$14,000 or less, you can choose whether you would like arbitration carried out based only on documents submitted to the arbitrator, or by a hearing in person, or by phone.

13.3 The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by both parties. Unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

14. General. This Agreement contains the final and entire agreement between us regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change the Services, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to any conflict or choice of law principles. For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out of or relating to this Agreement or any relationship between us, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the County of New York in the State of New York. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

15. Additional Terms and Notices. We employ cookie technology. Read the **Dow Jones Cookie Policy** for more information on our use of cookies. Certain of our content, data and information providers require us to include additional terms and conditions relating to their content and data, which you can review [here](#).

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