

# ***E-Star* Terms and Conditions**

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This Terms of Use Agreement governs your use of the *E-Star* Service. By using the Service, you agree to comply with this Agreement.

## Definitions.

The "*E-Star* Service" or the "Service" is the on-line service operated by The Kansas City Star ("*E-Star*" or "We"), including the *E-Star* Website, that provides you with the capability to read an electronic version of The Kansas City Star. The "*E-Star* Website" is *E-Star's* website, located at [estar.kcstar.com](http://estar.kcstar.com). "You" means a customer of the *E-Star* Service and/or visitor of the *E-Star* Website. "Account" means your *E-Star* Service account, including user name and password information.

## 1. Registration and Security.

When you register, you choose a user name and password and provide various other information. You're responsible for providing accurate registration information and for updating it as required. *E-Star* reserves the right to change or revoke your user name as it deems necessary. You are also responsible for maintaining the confidentiality of your password.

## 2. Customer Conduct.

You may only use the *E-Star* Service for lawful purposes and in accordance with this Agreement and operating rules established by *E-Star*. You may not restrict or inhibit any other person from using or enjoying the *E-Star* Service. You may not offer your login and password for use by anyone other than persons who reside in your household.

## 3. Changes to the *E-Star* Service.

*The Kansas City Star* may, at any time, change or discontinue any aspect or feature of the *E-Star* Service, including content, hours of availability, and equipment needed for access or use. *E-Star* may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

## 4. Intellectual Property.

The *E-Star* Service contains copyrighted material, trademarks and other proprietary information. Without limiting the scope of *E-Star's* intellectual property rights, you acknowledge that *E-Star*

and/or its licensors own intellectual property rights in (i) the content included within the publications; (ii) the *E-Star* Service, the content contained within it, (iii) the selection, coordination, and arrangement of the *E-Star* Website and the publications contained within it; and (iv) the trademarks used in connection with the Service. Publications viewed through the Service are for your personal use and may not be modified, reverse engineered, redistributed, sold, publicly displayed, licensed, rented, or otherwise either provided to a third party or commercially exploited. We do not grant you any licenses, express or implied, to the intellectual property of *E-Star* or our licensors except as expressly authorized in this Agreement.

## 5. Third Party Content.

*E-Star* is a distributor (and not a publisher) of content from The Kansas City Star and has no editorial

control over the content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties are those of the respective author(s) or publisher(s) and not of *E-Star* or The Kansas City Star. Neither *E-Star*, The Kansas City Star nor any third-party provider of

information guarantees the accuracy, completeness, or usefulness of any content. Under no circumstance will we be liable for any loss or damage caused by your reliance on information obtained through the *E-Star* Service. The *E-Star* Service may contain links to other Internet sites and third-party resources. We are not responsible for either the availability of these outside resources or their content.

#### 6. Price and availability of E-Star Content.

The price of an E-Star online subscription or a valid Kansas City Star subscription entitles you to view The Kansas City Star current and archived editions for personal use only. You are also permitted to print or email copies of individual articles to other individuals, but may not download or distribute pages or sections to others.

#### 7. *E-Star* Refund Policy.

*E-Star* agrees to make every reasonable effort to mirror the Refund policies of The Kansas City Star for its print subscriptions. We reserve the right to alter said policy at any time at our discretion without prior notification. We make no guarantee that you will be entitled to any refund for single copy purchases. A pro-rata refund of the unused portion of a current subscription may be granted at our discretion.

#### 8. *E-Star* Auto-Renew and Cancellation Policy.

Most subscriptions purchased through *E-Star* are auto-renewed at the end of the subscription term. However, you may cancel your subscription at any time via email to [estar@kcstar.com](mailto:estar@kcstar.com).

#### 9. Disclaimer of Warranty.

(A) THE *E-Star* SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY OF DATA, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

(B) WITHOUT LIMITING THE FOREGOING, NEITHER *E-Star* NOR ITS AFFILIATES, LICENSORS, OR AGENTS WARRANT THAT THE *E-Star* SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE *E-Star* SERVICE, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, SERVICE, OR GOODS PROVIDED IN CONNECTION WITH THE *E-Star* SERVICE. YOU BEAR THE RESPONSIBILITY FOR OBTAINING AND MAINTAINING RELIABLE INTERNET CONNECTIVITY, TYPICALLY THROUGH A THIRD PARTY INTERNET SERVICE PROVIDER. *E-Star* IS NOT RESPONSIBLE FOR ISSUING REFUNDS BASED ON YOUR INABILITY TO DOWNLOAD CONTENT.

#### 10. Limitation of Liability.

IN NO EVENT WILL *E-Star* OR ITS AFFILIATES, LICENSORS, OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE

*E-Star* SERVICE. YOU ACKNOWLEDGE THAT (I) THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE *E-Star* SERVICE; AND (II) *E-Star* IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES INCLUDING *E-Star*'S LICENSORS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

#### 11. Indemnification.

You agree to defend, indemnify and hold harmless *E-Star*, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of the *E-Star* Service. You agree to fully cooperate as reasonably required in the defense of any such claim.

#### 12. Monitoring.

We have the right, but not the obligation, to monitor the *E-Star* Service (i) to determine compliance with this Agreement and any operating rules established by *E-Star*, and (ii) to satisfy any law, regulation or authorized government request. Without limiting the foregoing, we shall have the right to remove any content that we, in our sole discretion, find to be in violation of the provisions hereof or otherwise objectionable or in breach of *E-Star's* licensors' obligations.

#### 13. Revisions to the Terms of Use.

*E-Star* shall have the right at any time to change or modify this Agreement. You will be effectively notified when (i) we prominently display the revised Terms of Use Agreement the *E-Star* website; or (ii) you are notified by any other means that would make a reasonable person aware of the new Terms of Use Agreement. Your continued use of the *E-Star* Service after notice of the new agreement constitutes your acceptance of the new agreement.

#### 14. Termination.

Either *E-Star* or you may terminate this Agreement at any time. Without limiting the foregoing, we have the right to immediately terminate your Account in the event that you breach this Agreement. If your

Account is terminated, you are and will remain responsible for all charges incurred up to the time of the termination. The provisions of Sections 1, 5, 6, 7, 8, 9, and 13 shall survive termination of this Agreement.

#### 15. Miscellaneous.

This Agreement and any operating rules for the *E-Star* Service established by *E-Star* constitute the entire agreement between us with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter. This Agreement shall be construed in accordance with the laws of Missouri, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.