

3BL Media, Inc.

Terms of Use

(Updated December 10, 2024)

I. Scope of Use - Limitations

3BL Media, Inc. (“3BL Media”) provides purpose-driven communications through its content distribution, leadership, and editorial platforms. Our services focus on the submission, hosting, and distribution of sustainability and social impact content across multiple formats, including, but not limited to, blogs, press releases, videos, infographics, webcasts, podcasts, and social media updates. Our services also include real-time analytics, editorial support through our Brand Studio, and customized content distribution leveraging proprietary technology and an expansive distribution network (collectively, the “**Services**”). These Services also encompass any additional services specified in any Service Order or Order Form entered into with the Client.

To use any one or more Services provided by 3BL Media, including but not limited to content distribution services, you must first agree to these **Terms of Use**. You can accept the Terms of Use by:

- (A) clicking to accept or agree to the Terms of Use, to the extent this option is or may in the future be made available to you by 3BL Media for any Services; or
- (B) by actually using the Services. In this case, you understand and agree that 3BL Media will treat your use of the Services as a deemed acceptance of the Terms of Use.

By utilizing our Services, you agree not to use the Services for any other purposes, including, without limitation, to store, aggregate, reproduce, or distribute information available through our Services in any manner or to compete directly or indirectly with 3BL Media; to interfere with or disrupt the operation of the Services or the networks or servers connected to the Services in any manner; to impersonate any customer, client, person, or entity of any nature or otherwise misrepresent your affiliation with any person or entity; to upload, post, or otherwise transmit any content that infringes on any intellectual property rights of any third party (including without limitation any trademarks, trade names, patents, logos or the like) or is otherwise unlawful or offensive; to harass or otherwise harm 3BL Media or any other person or entity

Any unauthorized use of the Services may result in termination of all rights to use the Services and the pursuit by 3BL Media of all legal and equitable remedies provided by law.

3BL Media reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all content from any Service or content submission.

II. DMCA Compliance

3BL Media complies with the Digital Millennium Copyright Act (DMCA) as a “service provider.” The Client acknowledges that 3BL Media operates a passive platform for the distribution of user-generated content and is not responsible for the content uploaded by its users.

3BL Media has designated an agent to receive notifications of claimed copyright infringement. If a valid notice of copyright infringement is received, 3BL Media will promptly remove or disable access to the infringing content and notify the uploader, who may submit a counter-notification if applicable. If content is repeatedly found to infringe copyright, the account of the uploader may be terminated in accordance with the DMCA.

III. Intellectual Property

All intellectual property associated with 3BL Media's Services, including but not limited to the names **3BL Media, 3BL, TriplePundit, CSRwire, ReportAlert, Brands Taking Stands, 100 Best Corporate Citizens**, and related marks, trade names, service marks, logos, and materials, are the exclusive property of 3BL Media.

Except as otherwise provided in an **Order Form** or **Service Order**, the Client retains ownership of all content submitted for distribution through the Services. The Client grants 3BL Media a non-exclusive, worldwide, royalty-free license to use, reproduce, and distribute the submitted content as necessary for performing the Services. The Client represents and warrants that it has all necessary rights, licenses, consents, and permissions to grant 3BL Media the right to use, reproduce, distribute, perform, display, and otherwise utilize any submitted content in connection with the performance of the Services, and that such use will not infringe or violate any third-party rights, including intellectual property rights, or applicable laws.

Any content co-created will be co-owned by both the Client and 3BL Media, and the Client may republish such content with proper credit to 3BL Media.

IV. Warranty Disclaimer

3BL MEDIA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE SERVICE. THE SERVICES, ALONG WITH ANY THIRD-PARTY MATERIALS PROVIDED, ARE OFFERED "AS-IS" WITHOUT WARRANTIES OF ANY KIND.

YOU AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA.

V. Limitation of Liability

- 1. To the maximum extent permitted by law**, in no event shall 3BL Media, its affiliates, directors, officers, employees, agents, licensors, or partners be liable for any direct, indirect, incidental, special, punitive, consequential, or exemplary damages of any kind,

including but not limited to loss of profits, revenue, data, use, goodwill, or other intangible losses, arising out of or related to:

2. **Your use or inability to use the Services**, including any inaccuracies, omissions, or errors in the content distributed through the Services;
3. **Unauthorized access to or alteration of your content or transmissions**, including any content submitted, uploaded, or otherwise transmitted through 3BL Media's Services;
4. **Any third-party conduct or content**, including without limitation any defamatory, offensive, or illegal conduct of third parties;
5. **Interruptions, delays, or errors in the performance of the Services**, whether caused by acts of God, technical issues, cyber-attacks, or other events beyond the reasonable control of 3BL Media;
6. **Breach of security or data privacy**, including any unauthorized access, hacking, or loss of data related to your use of the Services;
7. **Any errors or inaccuracies** in the content provided to 3BL Media for distribution or any harm resulting from such content, including intellectual property infringement, defamation, or privacy violations.

This limitation of liability applies whether such claims are based on warranty, contract, tort (including negligence), statute, or any other legal theory, even if 3BL Media has been advised of the possibility of such damages and even if a remedy set forth in this agreement is found to have failed of its essential purpose.

3BL's total cumulative liability for any claims, damages, fees, costs, or other liabilities under this Agreement, including any amounts awarded pursuant to the fee-shifting provision, shall in no event exceed the amount paid by you, if any, for the specific Services that gave rise to the claim during the twelve (12) months immediately preceding the event giving rise to liability. This limitation of liability is cumulative and not per incident.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In such jurisdictions, 3BL Media's liability will be limited to the greatest extent permitted by applicable law.

VI. Indemnification

You agree to indemnify, defend, and hold harmless 3BL Media, its affiliates, employees, and agents from any claims, liabilities, damages, or expenses (including attorney's fees) arising out of or related to your use of the Services, including but not limited to:

- The content submitted by you, including any alleged intellectual property infringement, defamation, or violation of applicable laws.
- Your use of the Services in violation of any third-party rights.

3BL Media assumes no liability for the accuracy, legality, or appropriateness of content distributed by the Client.

VII. Subscriptions and Renewal

For all 3BL Media Services, any fees, terms, and deliverables not specifically outlined in these **Terms of Use** will be specified in the applicable **3BL Media Order Form** or **Service Order** executed by you. All purchases are non-cancellable unless otherwise specified in the **Service Agreement, Order Form** or **Service Order**.

For clients purchasing subscription-based services, including, but not limited to, **Platinum, Professional** and **Prime**, the **Initial Term** of the subscription will automatically renew for a **Renewal Term** unless either party provides a written cancellation notice. To be valid, written notice must be submitted no later than sixty (60) days prior to the expiry of the initial term or the then-current Renewal Term.

If you continue to use the services following the expiration of the Initial Term or the then-current Renewal Term, this will be considered acceptance of the renewal, along with any revised fees or service terms as specified in the **Order Form** or **Service Order** for the Renewal Term.

VIII. Use of Services by Minors

3BL Media is not intended for and should not be used by anyone under the age of 18. 3BL Media complies with the **Children's Online Privacy Protection Act** and does not permit registration or use by anyone under the age of 13.

IX. Governing Law and Jurisdiction

These **Terms of Use** are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. Any disputes arising under or related to these **Terms of Use** shall be resolved in a court of competent jurisdiction in Hampden County, Massachusetts.

The failure of 3BL Media to exercise or enforce any right or provision of these **Terms of Use** shall not constitute a waiver of such right or provision. No waiver shall be effective unless made in writing and signed by an authorized representative of 3BL Media. Any such waiver shall not be deemed a further or continuing waiver of that or any other provision.

If any provision of these **Terms of Use** is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the parties agree that the court should endeavor to give

effect to the parties' intentions as reflected in the provision, and the remaining provisions of these **Terms of Use** shall continue in full force and effect.

X. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to these Terms of Use or the Services provided by 3BL Media (a "Dispute"), the parties shall first attempt to resolve the Dispute through good faith negotiations. If the parties are unable to resolve the Dispute within thirty (30) days, either party may submit the Dispute to binding arbitration as follows:

- 1. Arbitration Rules:** The Dispute shall be resolved through final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.
- 2. Location and Venue:** The arbitration shall be conducted in Hampden County, Massachusetts, unless both parties agree to a different location.
- 3. Governing Law:** The arbitration and any proceedings shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.
- 4. Number of Arbitrators:** The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the AAA shall appoint one in accordance with its rules.
- 5. Costs:** Each party shall bear its own costs and expenses of the arbitration, and the parties shall share equally the administrative fees of the AAA and the arbitrator's fees, unless otherwise determined by the arbitrator.
- 6. Fee-Shifting:** The arbitrator shall have discretion to award reasonable attorney's fees and costs to the prevailing party in any arbitration proceeding under this Agreement, provided, however, that any such award of fees and costs shall be subject to the limitations set forth in Section V of this Agreement. 3BL Media's total cumulative liability, including but not limited to any fees and costs awarded pursuant to this Section, shall not exceed the liability cap stated in Section V.
- 7. Exclusions:** Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a court of competent jurisdiction in Hampden County, Massachusetts, to protect its intellectual property rights or prevent unauthorized use of the Services.

By agreeing to these Terms of Use, the Client acknowledges and agrees to resolve any Disputes through arbitration rather than litigation. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Privacy and Personal Information

Your use of the Services is also governed by the **3BL Media Privacy Policy**, which outlines how 3BL Media collects, uses, and protects personal information. By using the Services, you agree to the practices outlined in our Privacy Policy.

XII. Amendment to Terms of Use

3BL Media reserves the right to amend or modify these **Terms of Use** at any time. If we make material changes to these terms, we will provide you with notice by posting the updated terms on our homepage and/or by sending you an email notification. Such changes will take effect no sooner than 10 days from the date of posting or notification, unless required by law to be effective sooner.

If you continue to use the Services after the effective date of the revised **Terms of Use**, your continued use will constitute your acceptance of the modified terms. If you do not agree to the changes, you must discontinue your use of the Services before the changes take effect.

XIII. Force Majeure

Neither 3BL Media nor the Client shall be liable for any failure or delay in the performance of their obligations under these **Terms of Use** or any **Service Agreement** if such failure or delay is caused by events beyond their reasonable control, including but not limited to acts of God, war, terrorism, pandemics, natural disasters, strikes, government orders, or technical failures (each, a “Force Majeure Event”).

In the event of a Force Majeure Event, the affected party shall notify the other party as soon as practicable and make reasonable efforts to resume performance as quickly as possible. If the Force Majeure Event continues for more than thirty (30) days, either party may terminate the impacted services by providing written notice to the other party.

XIV. Termination

3BL Media may terminate the use of the Services immediately, without notice, if the Client breaches any provision of the **Agreement** or the **Terms of Use**. If 3BL terminates for breach of any provision of the Agreement or the Terms of Use, the Client remains responsible for the fees through the conclusion of the Initial Term or the then-current Renewal Term

Termination of your use of the Services does not relieve you of any obligations to pay any outstanding fees or charges.

XV. Notices and Contact Information

Notices pertaining to these **Terms of Use** may be sent to:

3BL Media, Inc.
136 West Street, Suite 104
Northampton, MA 01060
legal@3bl.com