

Zemanta.com Terms of Service

Last Updated: September 23, 2020

Welcome to Zemanta's Terms of Use (the "Terms"). These Terms govern your (hereafter "you", "your" or "user") use of this website and the products and services available at this website, www.zemanta.com, and any related website linked to this URL address, (collectively the "Site") and/or created, controlled or operated by Zemanta, Inc. (hereafter "Zemanta", "we" "us" or "our"). The Site features Zemanta's proprietary technology in its various forms and other services Zemanta may make available from time to time (collectively, the "Service"). By accessing the Site or using any part of the Service, you agree to be bound by these Terms. If you do not agree to these Terms, then you may not access the Site or use the Service.

1. General Use.

Subject to these Terms, Zemanta hereby grants you a limited, non-exclusive, and non-transferable license to use the Site. You can simply visit and use the Site and you do not need to register with Zemanta to do so. We reserve the right to modify these Terms at any time. By continuing to access or use the Site or Service, you agree to such modifications.

2. Intellectual Property, Digital Millennium Copyright Act (DMCA) and Takedown Notice.

2.1 Intellectual Property Ownership and Use. You acknowledge and agree that all of our trademarks, logos, copyrights, and all other intellectual property rights in all material or content contained within the Site shall remain at all times vested in us. You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or its materials in any manner. In cases where we use material or content under authority from a third party, such rights remain vested in the owner of such material or content. All Site content and all materials contained within the Site are owned by Zemanta or used by Zemanta under authorization, and are protected by applicable trademark and copyright laws.

2.2 DMCA. If you believe that your work has been copied and posted on the Site or through Zemanta's Service in a way that constitutes copyright infringement, please provide us with the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) a description of the copyrighted work that you claim has been infringed;
- (c) a description of where the material that you claim is infringing is located on the Site or in our Service;
- (d) your address, telephone number, and email address;
- (e) a written 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; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please send all of the above information to:

By e-mail: dmca@outbrain.com

By mail: Zemanta Inc., 111 West 19th Street, 3rd Fl New York, NY 10011; ATTN: DMCA Agent and Legal Department

If you do not send us all of the required information, your notice/request may not be valid.

2.3. If you believe any of your other intellectual property rights, have been violated, please follow the same information and a takedown request sent to: ipviolations@outbrain.com.

2.4 Notice and Takedown. Zemanta does not control the content on its network however, we require our advertisers to comply with certain advertising guidelines. Despite various safeguards, Zemanta recognizes that from time to time (i) advertiser content may be in breach of relevant copyright laws, contain references which may be regarded as defamatory, promote fake news and/or contain fraudulent or misleading information or links; or (ii) advertisements may appear alongside content which the advertiser determines is

not brand safe or per their guidelines. If you have identified content of this nature, please email ipviolations@outbrain.com with the following information (i) your contact details (ii) the full details of the material in question (iii) the URL where you found the material and; (iv) the reason for your request e.g. complaint about defamatory content. Upon receipt of your notification, Zemanta will comply with the following Notice and Takedown procedure: (a) Zemanta will endeavour to acknowledge receipt of your complain by email and within 48 hours of receipt. (b) Following confirmation of receipt, Zemanta will commence an investigation to access the validity and plausibility of the complaint. If Zemanta determines that the initial complain may be valid pending further investigation, Zemanta may temporarily suspend or remove a particular campaign from its network. (c) Zemanta may contact the relevant advertiser who is responsible for the content, it relevant. If Zemanta does so, the advertiser will be notified that their content is subject to a complaint, under what grounds and will be encouraged to address the complaints concerned. If relevant, the complaint and the advertiser will be encouraged to resolve the issue swiftly and amicably and to the satisfaction of both parties. (d) Following the finalization of Zemanta's investigation, Zemanta may: - allow the advertiser to continue to display the content unchanged; or - allow the advertiser to continue to display the content with changes; or - permanently remove the content from its network and usually within 48 hours of Zemanta determining this is the appropriate course of action.

3. Privacy; Other Terms.

Your use of the Site or Service is also governed by Zemanta's [Privacy Policy](#). By using the Site or Service, you agree to the terms set forth in that policy. In addition, we may use cookies or other automated means of data collection. Please read our Privacy Policy for more information.

4. Disclaimer of Warranties and Limitation of Liability.

ZEMANTA EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH THE SITE. EXCEPT FOR BODILY INJURY, IN NO EVENT WILL ZEMANTA OR ITS AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, THE SERVICE, AND THE DATA, WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITES; OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$1,000. ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. ZEMANTA DISCLAIMS ALL LIABILITY OF ANY KIND OF ZEMANTA'S AGENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU UNDERSTAND AND AGREE THAT YOUR SOLE RIGHT AND REMEDY AGAINST ZEMANTA IS TO DISCONTINUE USE OF THE SITE.

5. Indemnity.

You agree to indemnify, defend and hold harmless Zemanta, its parents, subsidiaries, affiliates, customers and vendors, and their respective officers, directors and employees from any liability, damage, cost, or fees (including reasonable attorneys' fees) arising from: (i) any claim or demand made by any third party due to or arising out of your access to the Site; (ii) your use of the Service or Site, and/or violation of the Terms; (iii) or the infringement by you, or any third party using your Zemanta account, of any intellectual property or other right of any person or entity.

6. Governing Law.

6.1. These Terms shall be governed by and construed in accordance with the laws of the State of New York in the United States, without regard to its choice of law provisions. You agree to submit to personal jurisdiction in the State of New York and further agree that any cause of action arising from or relating to the use of the Site or these Terms shall be brought exclusively in the Federal or State Courts residing in New York, New York.

To the fullest extent of the law, you agree that any claim or cause of action arising from or relating to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

6.2. Under California Civil Code Section 1789.3, residents of California who use the Site are entitled to know that they may file grievances and complaints with: Complaint Assistance Unit of the Division of Consumer Services of the California Department of

Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at dca@dca.ca.gov.

7. Termination.

Zemanta, in its sole discretion, may terminate or suspend use of the Sites at any time for any reason or for no reason at all, without prior notice or liability to you. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

8. Miscellaneous.

8.1. We are not responsible for the availability of any websites, applications, or other offerings owned or controlled by third-parties. We do not endorse and are not responsible or liable for, directly or indirectly, the operation of such third-party websites, their privacy practices and/or the content (including misrepresentative or defamatory content), including (without limitation) any advertising, products, or other materials or services on or available from such websites or resources; nor for any damage, loss, or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods, or services available on such third-party external sites or resources.

8.2 When using the Site, you agree to comply with all laws in your jurisdiction (including but not limited to copyright laws) and not use the Site for any purpose that is unlawful or prohibited by these Terms. By way of example, you shall not: (i) post or transmit any communication or solicitation intended to obtain password, account, or private information from any Zemanta user; (ii) create or submit spam to any Zemanta users or any URL; (iii) use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission; (iv) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site or Service; and (v) bypass any measures we may use to prevent or restrict access to the Site.

8.3. If any part of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.

9. Electronic Communications.

Please send any questions or concerns regarding these Terms to legal@outbrain.com. By communicating with us electronically you acknowledge that communications by email are not considered confidential.