

Terms of Use

Thank you for visiting Means/Means TV!

This website and all related services including any Means social media platforms (the “Website and Social Platforms”) are provided by Means, LLC. (“Means,” “we,” or “us.”) The Website and Social Platforms host political, social, and cooperatively made content focused on building power for the left. Use of the Website and Social Platforms may also include direct communications between you and Means, its employees, directors, officers, members, affiliates and agents.

Acceptance of Terms

Please carefully read the Terms of Use (“Terms”) in this Agreement and indicate your consent by checking the consent box located at the end of the Agreement. Please read the Terms carefully.

Updates to these Terms

Modifications to these Terms that are editorial in nature or reflect changes in the services we offer will not require new consent. If we ever make material changes to these Terms, we will ask you to consent to the new Terms before they apply to you.

The date of the last update to these Terms is stated at the end of this document.

Use of the Website or Social Platforms

Means Rules of Conduct. Users (“You” or “Your”) of our Website or Social Platforms agree that they won’t:

- violate another’s copyright or intellectual property or post any proprietary or confidential information;
- violate any law; infringe on any third party’s legal rights or be capable of giving rise to legal action against you, us, or third parties;
- be obscene, indecent, or pornographic;
- post links that contain any kind of virus, spyware, or malware;
- engage in any unlawful, disruptive, threatening, abusive, harassing, embarrassing, tortious, defamatory, obscene, libelous, hateful, or racist speech or activity on the Website or Social Platforms as determined at the sole and absolute discretion of Means staff. We are creating a thoughtful and intentional space to share ideas and activity that makes others feel threatened will not be tolerated;
- be false, misleading, or knowingly inaccurate; or
- constitute spam.

Removal of Content. Users are required to follow the Means Rules of Conduct. We reserve the right to moderate all content and remove information or language that Means, in its sole and absolute discretion, determines to be in violation of Means Rules of Conduct and to block users who violate the Means Rules of Conduct. We ask that you treat others in our community with respect when sharing opinions and feedback.

No Endorsement. We do not make endorsements via our Website or Social Platforms. We may post or share information on social media that we find fun, useful, educational, or relevant to our mission, but a post or share is not an endorsement of any content. Any content shared by us or a third-party on our Website or a Social Platform should be not an advertisement or endorsement.

Views Expressed. The opinions expressed in articles and/or posts on our Website and Social Platforms do not necessarily reflect our views or the views of our employees, affiliates, or subsidiaries.

Third-Party Posting. We are stoked to engage and connect with you through our Website and Social Platforms. You can post or share information on our Website and Social Platforms that is aligned with Means Rules of Conduct. We may also include links or references to other sites or third parties on our Website and Social Platforms. We are not responsible for the privacy policy, content, or accuracy of items posted or shared by you or us on our Website or Social Platforms and we don't endorse or guarantee the accuracy of the content posted by you or other third parties.

Content Ownership. If you post content of any kind to our Website or a Social Media Platform, you are granting us and our affiliates an unrestricted, nonexclusive, royalty free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such material throughout the world in any media without providing attribution or obtaining additional consent. You also agree that Means and its affiliates are free to use any ideas, concepts, or know-how that you provide to us via our Website or Social Platforms.

Privacy and Protection of Personal Information

Our Privacy Policy describing how we manage and protect information is incorporated into these Terms.

Creating an Account, Passwords, and Security

If you register and create an account with us, you must provide accurate information. You are responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or other breach of security of which you are aware. Means will not be liable for any loss you or others may incur as a result of someone else using your account, either with or without your knowledge. You may not use anyone else's account.

Communications Between Us

For contractual purposes, you (a) consent to receive all communications from us, including any possible messages about security incidents, in electronic form via your account on our Website or a Social Platform, and (b) agree that all Terms, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

Prohibited Uses

As a condition of using the App, you agree that you will not use the App in any way that is prohibited by law or these Terms or is not in accordance with the Apps intended purposes. These prohibitions include, but are not limited to, the following:

- You must not use our Website or Social Platforms in any way that may damage, overburden, or impair our Website or Social Platforms or their availability; or in any way that is fraudulent or harmful or related to any fraudulent activity.
- You may not attempt to gain unauthorized access to our Website or Social Platforms, other accounts, or computers or networks associated with our Website or Social Platforms, other users, or Means, including but not limited to using another person's login credentials.
- You must not use our Website or Social Platforms to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any malicious computer software.
- You may not copy, modify, distribute, sell or lease any part of our Website or Social Platforms or their content or software, nor may you reverse engineer or attempt to extract the source code of that software, unless you have our express written permission.
- You must not conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to our Website or Social Platforms without our express written consent.
- You must not use our Website or Social Platforms to send spam, surveys, or any unsolicited commercial communications.
- You must not use our Website or Social Platforms for any purposes related to marketing, research, or any other commercial or organizational purpose without our prior express written consent.

Links

We have no responsibility for any third-party websites not operated by us to which our Website or Social Platforms may be linked.

Trademarks and Copyrights

Means, Means Media, and Means TV and our logo are trademarks belonging to us. We give no permission for the use of these trademarks, and any such use may constitute an infringement of our rights. Other trademarks or service marks on our Website or Social Platforms are the property of their respective owners. Unless otherwise stated, we do not endorse and are not affiliated with any of the holders of such rights and we cannot and do not grant any license to exercise such rights.

Warranty Disclaimer

You acknowledge that some of the information published on or communicated through our Website or Social Platforms is submitted by users. We do not warrant the completeness or accuracy of any information published on or communicated through our Website or Social Platforms, whether submitted or communicated by us or users. We do not warrant that the Website or Social Platforms remain available or that the material on the Website or Social Platforms is kept up-to-date.

WE PROVIDE THE WEBSITE AND SOCIAL PLATFORMS "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OR GUARANTEES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE WEBSITE AND SOCIAL PLATFORMS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES THAT THE WEBSITE OR SOCIAL PLATFORMS ARE OF SATISFACTORY QUALITY, ARE ACCURATE, HAVE FITNESS FOR A PARTICULAR PURPOSE OR NEED, OR ARE NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS OR SERVICES THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR SOCIAL PLATFORMS WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE OR SOCIAL PLATFORMS AT TIMES OR LOCATIONS OF YOUR CHOOSING.

Limitation of Liability

TO THE MAXIMUM EXTENT PROVIDED BY LAW, YOU CANNOT RECOVER ANY DAMAGES FROM US, OUR EMPLOYEES, PARTNERS, AUTHORS, CONTRIBUTORS, ADMINISTRATORS, OR ANYONE ELSE CONNECTED WITH MEANS RELATED TO YOUR USE OF THE WEBSITE OR SOCIAL PLATFORMS, WHETHER IN STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, INCLUDING ANY DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. THIS LIMITATION APPLIES EVEN IF YOU ARE NOT FULLY COMPENSATED FOR ANY LOSSES, OR IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE LOSSES.

NONE OF MEANS' EMPLOYEES, PARTNERS, AUTHORS, CONTRIBUTORS, ADMINISTRATORS, OR ANYONE ELSE CONNECTED WITH MEANS CAN BE HELD

RESPONSIBLE FOR YOUR USE OF THE INFORMATION CONTAINED IN OR LINKED IN ANYWAY FROM THE WEBSITE OR A SOCIAL PLATFORM.

CERTAIN JURISDICTIONS LIMIT DISCLAIMERS OF WARRANTIES OR LIMITATIONS OF LIABILITY. IN SUCH JURISDICTIONS, YOU MAY HAVE ADDITIONAL LEGAL RIGHTS, AND THE PROVISIONS OF THESE TERMS WILL REMAIN IN EFFECT TO THE FULLEST EXTENT PERMITTED BY LAW.

If you post content on our Website or a Social Platform, you understand and agree that comments relating to your posts may be submitted by other users on our Website or a Social Platform. You acknowledge that such comments may be critical, offensive, or defamatory, and you agree that you will not hold us liable for any such comments, regardless of whether we are aware or ought to have been aware of such comments.

Breaches of These Terms and Indemnification by You

If you breach these Terms, or if we reasonably suspect that you have breached these Terms, we may: send you one or more warnings; temporarily suspend your access to the Website and/or Social Platforms; permanently prohibit you from accessing the Website and/or Social Platforms; block devices using your IP address from accessing the Website and/or Social Platforms; ask your internet service provider to block your access to the Website and/or Social Platforms; suspend or delete your account; bring court proceedings against you seeking damages and/or injunctions; and/or report you to law enforcement authorities. If we suspend, terminate, or block your access to the Website and/or Social Platforms, you agree not to take any action to circumvent our action (such as creating or using a different account.) If we bring a legal action against you, we agree that the jurisdiction and venue for such action will be Michigan, and we further agree that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or ruling, or in any other manner provided by law.

Indemnification: You hereby agree to indemnify us against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms or arising out of any claim that you have breached any provision of these Terms.

Governing Law, Dispute Resolution, and Jurisdiction

All matters related to our Website and/or Social Platforms will be governed by the laws of Michigan, without regard to conflicts of laws provisions.

If you have a complaint, question, or dispute (collectively, “dispute”) regarding the Website and Social Platforms, you are encouraged to bring it to our attention. You may email us at [...], and we will try to address your concerns. If we are unable to resolve a dispute through direct, amicable, frank, open and honest communication, such dispute shall be submitted to confidential arbitration in Detroit, Michigan except that to the extent you have in any manner violated or

threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any federal or state court. Arbitration under these Terms shall be conducted in accordance with the prevailing rules and procedures of the American Arbitration Association, with the losing party being responsible for both parties costs and fees, and the joint costs of arbitration being shared equally by the parties. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, no arbitration or claim under these Terms may be joined to any other arbitration or claim, including any arbitration or other legal proceeding involving any other current or former user of the Website and/or Social Platforms, and no class action proceedings will be permitted.

By agreeing to the dispute resolution process in these Terms, you understand and agree that you are relinquishing (i) any right to pursue claims or have disputes resolved in a court of law and (ii) any right to the appeal of any adverse arbitration decision.

You agree that, regardless of any law or statute, any claim or cause of action you may have against us must be brought within one year after the claim or cause of action arises or is known or should reasonably have been known to you, or the claim or cause of action will be forever barred.

Other Legal Provisions

Any failure or delay by either party to enforce any part of these Terms will not constitute a waiver of that party's rights under these Terms. These Terms control the relationship between you and Means. They do not create any third-party beneficiary rights. If we enter into an additional or separate agreement with you that has additional terms, those additional terms will control if they conflict with these Terms. If a particular provision of these Terms is determined by a court of competent jurisdiction to be unenforceable, the other provisions will remain in effect. You may not transfer your account or your rights under these Terms to any other person or entity. We may, in our sole discretion, transfer, delegate, or assign our rights and obligations under these Terms to others without notifying you or obtaining your consent. The current version of these Terms, which incorporate our Privacy Policy by reference, constitutes the entire agreement between you and us in relation to the Website and Social Platforms.

Cookies

The Website and Social Platforms use cookies to store information on your computer. Some are essential to the operation of our Website and Social Platforms and others are intended to help us provide services and improve the user experience. By using the Website or Social Platforms, you consent to the placement of these cookies. Please read our Privacy Policy to learn more.

Feedback

If you have any concerns, inquiries, or complaints about the Website and/or Social Platforms, please write to us at [...]. We appreciate your input.

Thank you for visiting Means and for your support of cooperatively created and curated content!

Effective Date

The effective date of these Terms is March 21, 2019.