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Subject to these Terms, Outbrain 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 Outbrain 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.

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- (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](mailto:dmca@outbrain.com)**

**By mail: Outbrain Inc., 111 West 19th Street, 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](mailto:ipviolations@outbrain.com).

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### 3. Privacy and Cookie Policy; Other Terms.

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### 4. Disclaimer of Warranties and Limitation of Liability.

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### 5. Indemnity.

You agree to indemnify, defend and hold harmless Outbrain, 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 Outbrain 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](mailto:dca@dca.ca.gov).

## 7. Termination.

Outbrain, 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 Outbrain user; (ii) create or submit spam to any Outbrain 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](mailto:legal@outbrain.com) . By communicating with us electronically you acknowledge that communications by email are not considered confidential.