

Last updated on **June 3, 2019**

1. GENERAL RULES AND DEFINITIONS

1.1 If you choose to use Boston.com, BostonGlobe.com, LoveLetters.boston.com, or RealEstate.boston.com (the "Sites"), the Boston Globe's mobile sites and applications, any of the features of these sites, including but not limited to RSS, API, software and other downloads (collectively, "the Services"), you will be agreeing to abide by all of the terms and conditions of these Terms of Service between you and The Boston Globe ("BG", "us" or "we").

1.2 We may change, add or remove portions of these Terms of Service at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms of Service prior to each use of the Site and by continuing to use this Site, you agree to any changes.

1.3 IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY CANCEL YOUR BOSTON.COM MEMBERSHIP BY SENDING E-MAIL TO: cancel@boston.com OR YOUR PAID SUBSCRIPTION PURSUANT TO THE TERMS OF SALE (SEE SECTION 10.1 REGARDING TERMINATION OF SERVICE). YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE OPERATING RULES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.

1.4 We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

2. CONTENT ON THE SERVICES

2.1 The contents of the Services, including the Sites, are intended for your personal, noncommercial use. All materials published on the Services (including, but not limited to news articles, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright, and owned or controlled by The Boston Globe or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Services.

2.2 The Services and Contents are protected by copyright pursuant to U.S. and international copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in Section 2.3 of these Terms of Service), create new works from, distribute, perform, display, or in any way exploit, any of the Content or the Services (including software) in whole or in part.

2.3 You may download or copy the Content and other downloadable items displayed on the Services for personal use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from The Boston Globe Rights and Permissions Department, or the copyright holder identified in the copyright notice contained in the Content.

2.4 The Content of the Services is owned or licensed to BG. Certain Content is furnished by agencies such as the Associated Press and Reuters, which will not be liable for any delays, inaccuracies, errors or omissions in any such Content, or in the transmission or delivery of all or any part thereof, or for any damages arising there from.

3. USER GENERATED CONTENT: SUBMISSIONS INCLUDING COMMENTS, PHOTOS, CONTEST ENTRIES AND MORE

3.1 You shall not upload to, or distribute or otherwise publish on to the Services any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material. Be courteous. You agree that you will not threaten or verbally abuse other Members, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or "spam."

Use respectful language. Like any community, the online conversation flourishes only when our Members feel welcome and safe. You agree not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and permanent suspension of access to all or part of the Services.

Debate, but don't attack. In a community full of opinions and preferences, people always disagree. BG encourages active discussions and welcomes heated debate on the Services, but personal attacks are a direct violation of these Terms of Service and are grounds for immediate and permanent suspension of access to all or part of the Service. If your attack contains a threat of violence or may incite violence or unlawful behavior, we may report it and you to law enforcement.

You may not impersonate another user or a BG staff member by choosing a similar screen name. You must disclose conflicts of interest.

3.2 The Services shall be used only in a noncommercial manner. You shall not, without the express approval of BG, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services.

3.3 You acknowledge that any submissions you make to the Services (i.e., user-generated content including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) (each, a "Submission") may be edited, removed, modified, published, transmitted, and displayed by The Boston Globe and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made to the Services may also be included in our RSS feeds, APIs and made available for republishing through other formats.

3.4 You grant BG a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to the Submissions, which includes without limitation the right for BG or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, any Submission posted by you on or to the Services or any other Web site owned by BG, including any Submission posted on or to the Services through a third party.

3.5 You are solely responsible for the content of your Submissions. However, while BG does not and cannot review every Submission and is not responsible for the content of these messages, BG reserves the right to delete, move, or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.

3.6 By making a Submission, you are consenting to its display and publication on the Site and in the Services and for related online and offline promotional uses.

3.7 By making a Submission, you acknowledge that if your comment threatens violence, may incite violence or unlawful behavior, or is otherwise potentially illegal, we may take all appropriate action. Such action may include, among other actions, conducting an investigation, contacting law enforcement and cooperating with any resulting investigation, or providing information about your identity to law enforcement at their request, whether or not we are legally compelled to do so.

Additional information about User Generated Content guidelines is available in the Posting Policy.

4. ACCESS AND AVAILABILITY OF SERVICES AND LINKS

4.1 The Services contain links to other related World Wide Web Internet sites, resources, and advertisers. Since we are not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of that site.

5. REPRESENTATIONS AND WARRANTIES

5.1 You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least thirteen years old. You hereby indemnify, defend and hold harmless BG and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms of Service or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. BG reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

5.2 BG does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Services by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. THE SERVICES AND ALL DOWNLOADABLE SOFTWARE ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK.

6. REGISTRATION AND SECURITY

6.1 As part of the registration or account creation process, you will create login credentials by selecting a password and providing an e-mail address. Certain users may have registered with a Member ID. You also have to give us certain registration information, all of which must be accurate and updated. (a) You may not (i) select or use the login credentials of another person with the intent to impersonate that person; (ii) use login credentials in which another person has rights without such person's authorization; or (iii) use login credentials that we, in our sole discretion, deem offensive. Failure to comply with the foregoing shall constitute a breach of these Terms of Service, which may result in immediate termination of your account. (b) You shall be responsible for maintaining the confidentiality of your password, which you will not have to reveal to any representative or agent of BG.

6.2 You shall notify support@bostonglobe.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.

6.3 You must be 13 years or older to use or subscribe to all parts of the Services.

6.4 You are responsible for all usage or activity on your BG account, including use of the account by any third party authorized by you to use your login credentials. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies. It is BG's policy, in appropriate circumstances, to terminate the accounts of users who are repeat infringers of third parties' intellectual property rights or who are repeatedly accused of infringement.

7. FEES AND PAYMENTS

7.1 We reserve the right at any time to charge fees for access to portions of the Services or the Services as a whole. However, in no event will you be charged for access to the Services unless we obtain your prior agreement to pay such charges. Thus, if at any time we require a fee for portions of the Services that are now free, we will give you advance notice of such fees. You may cancel your account at any time. All new fees, if any, will be posted prominently on the Sites and in other appropriate locations on the Services. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any digital products or services offered for sale through the Services by us or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Services through your account.

8. COMMUNICATIONS BETWEEN THE BOSTON GLOBE AND USERS

8.1 If you indicate on your registration form that you want to receive such information, we, our owners and assigns, will allow certain third party vendors to provide you with information about products and services.

8.2 BG reserves the right to send electronic mail to you for the purpose of informing you of changes or additions to the Services.

8.3 BG reserves the right to disclose information about your usage and demographics, provided that it will not reveal your personal identity in connection with the disclosure of such information. Advertisers and/or Licensees on our Web site may collect and share personally identifiable information about you only if you indicate your acceptance. For more information please read our Privacy Policy.

8.4 We may contact you via e-mail regarding your participation in user surveys, asking for feedback on current Services or prospective products and services. This information will be used to improve the Services and better understand our users, and any information we obtain in such surveys will not be shared with third parties, except in aggregate form.

9. SOFTWARE LICENSES

9.1 You shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access the Services ("Software"). You may not sublicense, assign or transfer any licenses granted by the Sites, and any attempt at such sublicense, assignment or transfer shall be null and void. You may make one copy of such software for archival purposes only. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from Software. If you download Globe Reader, you will be subject to the Globe Reader End User License Agreement, which can be read during the installation process.

10. TERMINATION

10.1 You may terminate your boston.com account at any time by sending e-mail to: cancel@boston.com. Your access will be suspended within two business days. Termination of paid digital products will be governed by our Cancellation and Refund Policy for Digital Products.

10.2 BG may, in its sole discretion, terminate or suspend your access to all or part of the Services for any reason, including, without limitation, breach or assignment of these Terms of Service.

11. MISCELLANEOUS

11.1 These Terms of Service have been made in and shall be construed and enforced in accordance with Massachusetts law. Any action to enforce these Terms of Service shall be brought in the federal or state courts located in Boston.

11.2 Notwithstanding any of the foregoing, nothing in these Terms of Service will serve to preempt the promises made in The Boston.com and Boston Globe Privacy Policy.

11.3 Correspondence should be sent to support@bostonglobe.com.

11.4 You agree to report any violations of the Terms of Service to The Boston Globe as soon as you become aware of them. In the event you have a claim of copyright infringement with respect to material that is contained in the Services, please notify support@bostonglobe.com. (You may use this e-mail address for general questions as well.)

11.5 If you believe that your work has been copied on one of the Sites in a way that constitutes copyright infringement, please provide us with all of the following information:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site

4. your address, telephone number, and email address and all other information reasonably sufficient to permit us to contact you;
5. a 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;
6. 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 behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be sent to:

By Mail:

Boston Globe Media Partners, LLC
1 Exchange Place
Boston, MA 02109
Attn: Copyright Agent c/o Legal Department

By Email: DMCA@bostonglobe.com