

The Current Terms of Service

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PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE.

This page describes the terms of service (“**Terms**”) that govern your (“**you**”) use of certain web properties, including TheCurrent.com (the “**Site**”) or interaction with other services (together with the Site, the “**Services**”), offered by The Trade Desk, Inc. and certain of its affiliates, subsidiaries and assigns (hereafter referred to as “**our**”, “**we**”, “**us**” and/or “**The Trade Desk**”). If you choose to use the Services, including but not limited to subscribing to the Services, you signify that you have read, understand and agree to be bound by these Terms. You should print a copy of these Terms for your records. You should also revisit this page periodically to review any updates we may have made to these Terms.

1. Your Information and Disclosure to Third Parties

The Trade Desk has made a commitment to protecting the privacy of those who use the Services. Please review our [Privacy Policy](#). Our Privacy Policy is incorporated by reference in these Terms. By using the Services, you are consenting to and agreeing to be bound by the Privacy Policy.

When you use the Services, you consent to receive communications from us electronically via the Services, email, or otherwise. You agree to provide accurate, current, and complete information about yourself when you use the Services and to update such information while you continue to use the Services.

2. Eligibility

You represent and warrant that: (a) in order to subscribe to the Services, you are 13 years or older in the USA and the UK, or 16 years or older anywhere else; (b) you have not previously been suspended or removed from the Services; and (c) you have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party. If you are less than 18 years of age and would like to use or subscribe to the Services, please ask your parent or legal guardian to review and agree to these Terms on your behalf before you use any part of the Services or ask them to subscribe on your behalf.

3. Termination

We may terminate or suspend your access to the Services or prohibit you from using or accessing the Services (or any portion, aspect or feature of the Services) with or without cause, with immediate effect, which may result in the forfeiture and destruction of all information associated with you and your activities in connection with the Services. If you wish to terminate your subscription, you may do so by following the “Unsubscribe” instructions on the Services. In the event of termination, you will still be bound by your obligations under these Terms.

4. Services

In order to access and use the Services available on the Site or to subscribe to receive the Services, you will need to sign up for a subscription with us by providing your email address to us. By subscribing to the Services, you shall be deemed to have confirmed your acceptance of all of the terms and conditions of these Terms. If you do not agree to these Terms, you may not subscribe to the Services and you shall not have the right to use the Services.

You represent and warrant that at all times you will provide accurate, current and complete information about yourself as prompted by our registration form, subscription form, or otherwise.

5. Use of Information and Materials (“Usage Rules”)

The information and materials contained on the Services, and these Terms, policies, and descriptions on the Services, are subject to our unilateral change. You accept sole responsibility for all of your activities using the Services. Your use of the Services is limited to the intended function of the Services, which is to provide news from the open internet. Unauthorized use of the Services and systems, including but not limited to unauthorized entry into our systems or misuse of any information posted on the Services, is strictly prohibited. You may not use the Services in a manner that:

- a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any party (including but not limited to rights of publicity or other proprietary or intellectual property rights);
- b) is unlawful, fraudulent, or deceptive;
- c) uses technology or other means to access or use content or systems of The Trade Desk in a manner that is not authorized by The Trade Desk, including without limitation scraping content from the Site;
- d) interferes with any other person’s use of the Services, including, without limitation, by disrupting, spamming or otherwise using abusive tactics to deter others from using the Services or any of its features;
- e) uses or launches any automated system, including, without limitation, “robots,” “spiders,” or “offline readers,” to access content or systems of The Trade Desk;
- f) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- g) encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- h) involves posting or transmitting of any file to the Site or the Services or to any individual which contains viruses, worms, time bombs, Trojan horses or any other contaminating or destructive code;
- i) violates these Terms or any other The Trade Desk policies;
- j) attempts to damage, disable, overburden, or impair The Trade Desk servers or networks;
- k) fails to comply with applicable third-party terms; or
- l) constitutes any other inappropriate conduct, as determined by us in our sole discretion.

If you violate any of the Usage Rules above, The Trade Desk may, in its sole discretion, and without limiting any of its other remedies, terminate your ability to access and/or use the Site and/or the Services.

Unsolicited Information

If you provide us with any unsolicited information and/or materials, including comments, questions, designs, and other similar communications (collectively, “**Unsolicited Information**”), you thereby grant us a perpetual, royalty-free, fully paid up, worldwide, perpetual, and irrevocable right and license to use, reproduce, modify, publicly display, distribute, transmit, sublicense, create derivative works from, transfer, sublicense and sell such Unsolicited Information. If you do not agree with these Terms, do not provide us with any Unsolicited Information.

6. Links to Other Websites and Services

The Services may contain links to outside services and resources, the availability and content of which we do not control. We are not responsible for examining or evaluating, and we do not warrant the offering of these services and resources or the content of these websites.

We do not assume any responsibility or liability for the actions, products, and content of these and any other websites. Any concerns regarding any such services or resources should be directed to the service or resource.

7. Intellectual Property

The Services, the content, any materials or information downloaded, and all intellectual property pertaining to or contained on the Services (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by The Trade Desk or third parties; all rights, title, and interest will remain the property of The Trade Desk and/or such third-party owner, as applicable. All content is protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws.

You are authorized to view and retain a copy of pages of the Services only for your own personal, non-commercial use. You may not tokenize copies of the pages of the Services or any other content on the Services. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit the Services, or any portion of the Services, for any public or commercial use, without our prior express written consent. Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on the Services (or printed pages produced from the Services), and (b) will not make any other modifications to any documents obtained from the Services other than in connection with completing information required to transact business with The Trade Desk.

The views and opinions contained in opinion pieces and other works on the Site (“**Content**”) represent the views and opinions of the authors and do not necessarily represent the views or

opinions of The Current, or of The Trade Desk. The appearance of the Content on the Site does not constitute an endorsement by The Current or The Trade Desk of the Content.

Submitting a Copyright or Trademark Infringement Notification

If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on the Site and/or in the Services, please provide The Trade Desk's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or if multiple works at a single online location are covered by a single notification, a representative list of such works at that location;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit The Trade Desk to locate the material;
- Information reasonably sufficient to permit The Trade Desk to contact you as the complaining party, such as an address, telephone number, and, if available, an e-mail address at which you may be contacted;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Trade Desk's agent for notice of claims of copyright or trademark infringement can be reached at Legal@thetradedesk.com.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided if such removal is pursuant to a valid Digital Millennium Copyright Act, 17 U.S.C. Section 512 *et seq.* ("DMCA") take-down notice that we have received. If you receive such

notice from us, you may provide us with a counter-notification, in writing, to The Trade Desk's designated agent that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which The Trade Desk may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

8. Indemnification.

You will defend, indemnify, and hold The Trade Desk, each Content provider, third-party servicer provider, their respective affiliates, subsidiaries, and parent companies, and their respective officers, directors, employees, agents, information providers, and partners (collectively, the "**Protected Parties**") harmless from and against any actual or threatened suit, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, costs, penalties, interest, and disbursements) arising from or related to (a) your conduct with respect to the Services and/or (b) your violation (or alleged violation) of these Terms. Under no circumstance will The Trade Desk be liable for damages of any kind that result from your use of, or the inability to use, the Services.

9. WAIVER, RELEASE AND LIMITATION OF LIABILITY.

YOU AGREE THAT NONE OF THE PROTECTED PARTIES SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICE, AND SHALL NOT BE RESPONSIBLE FOR ANY AMOUNTS. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST THE PROTECTED PARTIES (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF ANY OF THE PROTECTED PARTIES) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICE.

Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

10. Disclaimers

THE SERVICES ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS-AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE TRADE DESK MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE CONTENT THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. THE TRADE DESK UNDERTAKES NO OBLIGATION TO UPDATE THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY REGARDING THE SERVICES NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND ACKNOWLEDGE THAT ADDITIONAL DISCLAIMERS, LIMITATIONS, AND NOTICES REGARDING THE SERVICES AND ITS CONTENT AND DATA MAY BE PROVIDED BY THE TRADE DESK FROM TIME TO TIME WITHIN THE SERVICES.

11. Changes

You are responsible for reviewing these Terms regularly. The Trade Desk reserves the right, at any time, without notice to you, and in its sole discretion, to modify or discontinue the Services, these Terms, or any The Trade Desk policies related to use of the Services. Revisions to these Terms or our policies may be provided through the Services, including by posting the revisions on the Site and updating the “Last Updated” date. Such revisions will go into immediate effect once posted to the Site. Continued use of the Services following such modifications to the Services, these Terms, additional terms and conditions for any service, or other The Trade Desk policies will constitute your acceptance of such modifications and revisions.

12. System Outages, Slowdowns, and Capacity Limitations

At times you may experience difficulty accessing the Services or communicating with The Trade Desk through the Internet, or other electronic wireless services, as a result of high Internet traffic, transmission problems, systems capacity limitations, or other problems. Any computer system or other electronic device, whether it is yours, ours, or an Internet service provider’s, can experience unanticipated outages or slowdowns or have capacity limitations. The Trade Desk is not responsible for failure or delay of performance caused by such problems.

13. Miscellaneous

These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter.

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

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

The section headings used herein are for convenience only and shall not be given any legal import.

These Terms shall be governed by and construed in accordance with the laws of New York (without regard to provisions relating to conflicts of law), except as to copyright and trademark matters, which are covered by federal laws. You agree that any legal action or proceeding between The Trade Desk and you for any purpose concerning these Terms or the parties' obligations hereunder shall be resolved individually, without resort to any form of class action, exclusively in the state or federal courts in the New York, New York, and you agree to submit to personal jurisdiction of these courts.

The Trade Desk may assign its rights and duties under these Terms to any party at any time without notice to you.

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force.