

# Legal

## Terms of use

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These Terms were last updated on 23 July 2018.

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You are solely responsible for the content of your Messages. You must comply with any rules posted by The Economist on a Forum.

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- Disguise the origin of any Messages;
- Impersonate any person or entity (including The Economist employees or Forum guests or hosts) or misrepresent any affiliation with any person or entity;
- Post or transmit any Messages that contain software viruses, files or code designed to interrupt, destroy or limit the functionality of the Site or any computer software or equipment, or any other harmful component;
- Collect or store other users' personal data; and/or
- Restrict or inhibit any other user from using the Forums.

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Upon The Economist's request, you agree to defend, indemnify and hold harmless The Economist, its affiliates, agents, suppliers and licensors from any claims and expenses, including reasonable legal fees, related to any breach of these Terms by you or your use of any Services.

## Force Majeure

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## Miscellaneous

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**Assignment of Agreement.** This agreement is personal to you and your rights and obligations under these Terms may not be assigned, sub-licensed or otherwise transferred. This agreement may be assigned to a third party by The Economist.

**Non-Waiver.** No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.

**Notices.** Notices to The Economist must be given in writing, by letter, and sent to The Economist Group, The Adelphi, 1-11 John Adam Street, London, WC2N 6HT (for the attention of the Group General Counsel).

**Severability/Survival/Statute of Limitations.** If any provision of these Terms is invalid or unenforceable, such will not render all the Terms unenforceable or invalid. Rather, the Terms will then be read and construed as if the invalid or unenforceable provision(s) are not contained therein. If you are outside of the United States, any cause of action of yours with respect to these Terms must be filed in a court of competent jurisdiction in London, England, within one year after the cause of action has arisen, or such cause will be barred, invalid and void. If you are in the United States, any cause of action of yours with respect to these Terms must be filed in arbitration within one year after the cause of action has arisen, or such cause will be barred, invalid and void.

**Whole Agreement.** Save as expressly referred to herein, any representation, warranty, term or condition not expressly set out in these Terms shall not apply.

**Headings.** Headings in these Terms are for convenience only and have no legal meaning or effect, nor shall they be taken into account in interpreting these Terms.

## Term and Termination

**The Economist may terminate or suspend your access to Economist Content at any time.**

The Economist may, in its discretion, terminate or suspend your access to and/or use of all or part of the Site and/or a Digital Application (including any Economist Content) with or without cause by delivering notice to you.

These rights of termination are in addition to all other rights and remedies available to The Economist under these Terms or by law.

### Governing Law and Jurisdiction – Users outside of the United States

*The provisions in this Section regarding Governing Law and Jurisdiction apply only to users outside of the United States.* These Terms shall be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

For the exclusive benefit of The Economist, The Economist shall also retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are entered into in the course of your trade or profession, the country of your principal place of business.

### Governing Law; Mandatory Arbitration (and Exceptions); Class Action Waiver; Jurisdiction – U.S. Users Only

*The provisions in this Section regarding Governing Law, Mandatory Arbitration, Class Action Waiver, and Jurisdiction apply only to users in the United States:*

**Governing Law.** These Terms (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the state of New York, United States of America, without regard to choice or conflicts of law principles.

**Mandatory Arbitration.** You and The Economist agree that any dispute, claim, or controversy between you and The Economist arising in connection with or relating in any way to these Terms or to your relationship with The Economist as a user or subscriber (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) will be determined by mandatory binding individual (not class) arbitration. You and the Economist further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration provision or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. YOU SPECIFICALLY AGREE THAT YOU ARE BOUND TO RESOLVE ALL DISPUTES IN ARBITRATION, AND YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT. Arbitration shall be subject to the Federal Arbitration Act and shall be conducted by the American Arbitration Association (AAA) pursuant to the AAA's Consumer Arbitration Rules ("AAA Rules"), then in force. The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at [adr.org](http://adr.org), or you may call the AAA at 1-800-778-7879.

**Exceptions to Mandatory Arbitration.** Notwithstanding the foregoing, to the extent the dispute arises from a violation of your or The Economist's intellectual property rights in any manner, both parties agree that the non-infringing party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court consistent with the Governing Law and Jurisdiction subsections, and

both parties consent to exclusive jurisdiction and venue in such courts. Additionally, you or The Economist may take the dispute to small claims court if the dispute qualifies for small claims court.

**No Class or Representative Proceedings; Class Action Waiver.** YOU AND THE ECONOMIST AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and The Economist agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

**Jurisdiction.** If, in any dispute, the arbitration provision is determined to be invalid or unenforceable, notwithstanding the Severability provision above, or null and void by any arbitrator or court of competent jurisdiction, or if the dispute seeks injunctive remedies arising from a violation of your or The Economist's intellectual property rights, the dispute shall be resolved by a state or federal court in New York. The parties agree to submit to the personal jurisdiction of such court for the purposes of litigating any such dispute. This subsection does not apply to disputes made in small claims court.

## Previous versions of our Terms

For previous versions of our terms please refer to the relevant period below:

<https://economistfoundation.org/legal-2017/>