

Terms of Use

Last modified: January 2018

1. Acceptance of these Terms of Use

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Please read these Terms carefully upon accessing or using the Site. **By using the Site, you accept and agree to be bound by these Terms, and these Terms form a binding contract entered into between you and ALJ Regional Holdings, Inc. (“ALJ”, “we”, or “us”).** If you, as an individual, are acting for or on behalf of a company, organization, or other entity, such as your employer, then by accessing or using the Site: (i) you represent that you are fully authorized to access or use the Site; (ii) you agree to be bound by these Terms on behalf of yourself and such entity; and (iii) “you” shall refer collectively to you and such entity.

If you do not accept or agree to these Terms, then you are not authorized to, and must not, access or use the Site.

2. Changes to these Terms

ALJ may modify these Terms from time to time, at its sole discretion, and any modifications will be noted by updating the date these Terms were last revised. All such modifications are effective as of the time they are posted to the Site.

Your continued use of the Site following the posting of revised Terms shall constitute your acceptance of and agreement to such revised Terms, and you shall be bound by the revised Terms. You are expected to check this page regularly in order to be aware of any such revisions.

3. Permitted Uses of the Site; Accessing the Site

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You are responsible for making all arrangements necessary for you to have access to the Site.

We reserve the right to withdraw or modify the Site, and any content or services we may provide via the Site, in our sole discretion and without notice. We may also restrict access to some or all of the Site, at any time and to any user or users. We shall not be liable if for any reason any part of the Site is unavailable at any time or for any period.

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If you print, copy, modify, download, publicly display or distribute, or otherwise use any contents or materials from the Site in breach of these Terms, we may immediately terminate your right to use the Site, and you must, at our option, return or destroy any and all copies of contents or materials from the Site in your possession.

5. Privacy and Information Practices

We value individual privacy, and we are committed to protecting individuals' information. All information collected through the Site is subject to our Privacy Policy, available on our website. By accessing or using the Site, or otherwise agreeing to these Terms, you acknowledge that you have read and understand the terms of the Privacy Policy and consent to the treatment of your information in accordance with the Privacy Policy.

6. Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To send, knowingly receive, upload, download, use, or re-use any material with unlawful, defamatory, threatening, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content.
- To impersonate or attempt to impersonate ALJ, an ALJ employee or representative, another user, or any other person or entity.
- To build any competitive products or services.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm ALJ or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Create internet "links" to the Site or "frame" or "mirror" any portions of the Site in any other website or mobile site, or on any other server or wireless or internet-based device.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Otherwise attempt to interfere with the proper working of the Site.

If we learn or reasonably suspect that you, or others under your control or direction, have used the Site in a manner prohibited herein, we may block, suspend, terminate, or withhold your access to the Site as we deem appropriate in our sole discretion.

7. Monitoring and Enforcement

We have the right to:

- Take any action with respect to any user conduct that we deem necessary or appropriate in our sole discretion, including if we believe that such user conduct violates these Terms, including those prohibited uses described herein, or that such user conduct infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for ALJ.

- Disclose your identity or other information about you to any third party who claims that your use of the Site violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including, without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of any users of the Site. YOU WAIVE AND HOLD HARMLESS ALJ AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ALJ DURING, OR AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER ALJ OR LAW ENFORCEMENT AUTHORITIES.

8. No Warranties

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9. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALJ OR ANY OF ITS REPRESENTATIVES BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER OR IN CONNECTION WITH THESE TERMS OR THEIR SUBJECT MATTER, UNDER ANY LEGAL THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY (A) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES; (B) YOUR USE OF THE SITE OR ANY IMPAIRMENT, DELAY OR OTHER INTERRUPTION IN THE SITE OR YOUR ABILITY TO USE THE SITE; (C) LOSS OF BUSINESS, REVENUE OR PROFIT, DIMINUTION IN VALUE OR OTHER ECONOMIC LOSS; (D) HARM TO REPUTATION OR BUSINESS GOODWILL; OR (E) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (F) CONTENT, ACCURACY OR COMPLETENESS, AND ANY ERRORS IN, OR OMISSIONS FROM, THE MATERIALS INCLUDED IN OR AVAILABLE THROUGH THE SITE; OR (G) CONTENT RETRIEVED FROM THE INTERNET EVEN IF RETRIEVED OR LINKED TO, FROM, OR WITHIN THE SITE, IN EACH CASE REGARDLESS OF WHETHER ALJ OR ANY ITS REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL THE TOTAL AND AGGREGATE LIABILITY OF ALJ TO YOU UNDER OR IN CONNECTION WITH THESE TERMS OR THEIR SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100). ALL CLAIMS AGAINST ALJ WITH RESPECT TO ANY LIABILITY RELATED TO THESE TERMS SHALL BE AGGREGATED TO DETERMINE SATISFACTION OF SUCH LIMIT, AND THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THE FOREGOING LIMITATION. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Indemnity

You shall indemnify, defend and hold harmless ALJ and its affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, an “Indemnitee”) from and against any and all losses incurred by such Indemnitee in connection with any claim or action by a third party arising out of or relating to any: (i) content that you upload, post, email, transmit or otherwise make available via the Site; (ii) your breach of any of your representations, warranties, covenants or obligations under these Terms; or (iii) negligence or any more culpable act or omission (including recklessness or willful misconduct) by you in connection with these Terms or their subject matter.

11. Termination, Suspension, and Limitations of Access

You agree that we may, with prior written notice, terminate, suspend, or otherwise limit your access to the Site for cause. Cause for such termination, suspension, or other limitation of access shall include but not be limited to: (a) any material breach of these Terms or other incorporated agreements or guidelines; (b) any request by law enforcement or other government agency; (c) unexpected technical or security issues or problems; and (d) your engagement in fraudulent or illegal activities. Further, you agree that all terminations, suspensions, or other limitations of access for cause shall be made in our sole discretion, and we shall not be liable to you or any third party for any termination, suspension, or other limitation of your access to the Site. We are not responsible for any loss or damage arising out of your failure to comply with these Terms or the steps that may be required as a consequence of any actual or perceived breach or other violation of these Terms by you.

12. General

Entire Agreement. These Terms, together with any disclaimers that may appear on the Site, shall constitute the entire agreement between you and ALJ regarding the Site. The section headings in these Terms are for convenience only and have no legal or contractual effect.

Notices. ALJ may provide you with notices, by email, regular mail, or similar methods regarding the Site. For all requests and notices regarding the Site, your communication must be sent via email using our website.

Choice of Law and Forum. You and ALJ each agree that these Terms and any dispute arising out of or relating to these Terms shall be governed by the laws of the State of New York without regard to its conflict of law provisions. Any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to these Terms, and in which ALJ is a party, shall be settled by arbitration administered by the American Arbitration Association or its successor in accordance with its Commercial Arbitration Rules or other applicable rules as determined by the arbitrator(s). Arbitration proceedings shall be conducted in New York, New York in the English language, and, at the request of either party, result in a

written statement of the facts and legal reasoning supporting the decision of the arbitrator(s). The costs of arbitration shall be borne equally by the parties. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Legal Expenses. In the event that any action, suit, or other legal or administrative proceeding arising out of or relating to these Terms is instituted or commenced by either party against the other party, the prevailing party shall be entitled, in addition to any other rights or remedies it may have, to recover its expenses relating to such proceeding from the non-prevailing party, including reasonable attorneys' fees, court costs, and arbitration fees and expenses.

Waiver and Severability of Terms. The failure of ALJ or you to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Statute of Limitations. Each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Site or to these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.