

Daily Journal Corporation
Privacy Policy
Effective Date: May 9, 2017

Thank you for visiting a website managed by Daily Journal Corporation or one of its subsidiaries (“Daily Journal”). Please review this Daily Journal Corporation Privacy Policy (the “Privacy Policy”), the Daily Journal Corporation User Agreement (“User Agreement”), and any additional terms and conditions that may be provided on any website owned or operated by Daily Journal (collectively, the “Websites”), carefully. By using the Websites, you agree to and accept the terms of this Privacy Policy, the User Agreement, and any additional terms and conditions on the Websites.

IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY, ANY PART OF THE USER AGREEMENT, OR ANY ADDITIONAL TERMS AND CONDITIONS ON THE WEBSITES, THEN PLEASE DO NOT USE ANY OF THE WEBSITES.

PLEASE READ THE SECTION ENTITLED “ARBITRATION AND WAIVER OF RIGHTS” WITH PARTICULAR CARE. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT, TO HAVE YOUR CLAIMS TRIED TO A JURY, TO OBTAIN DISCOVERY, OR TO BRING OR BE PART OF A CLASS ACTION LAWSUIT.

Scope Of The Privacy Policy

This Privacy Policy applies to the Websites.

In this document, we may refer to Daily Journal Corporation, collectively with its subsidiaries, as the “Daily Journal,” “we,” “us” and “our.”

If you have subscribed for a print publication, your print subscription is subject to separate terms and conditions.

Categories Of Personally Identifiable Information That We Collect

The information that we collect helps us to provide services to you and to improve the quality of services that we provide.

Subscription, Purchasing, And Fulfillment Information

In order to become a subscriber, purchase certain products or services, or perform certain other transactions, you must provide us with certain information and, in some cases, create a user name and password. To complete a transaction, for example, you are required to give contact information (such as your name and email address) and financial information (such as a credit card number and expiration date). We use this information in various ways,

including to, for example, contact you (as we describe below), for billing purposes, and to fulfill your transaction (including, as applicable, publishing advertisements and notices that you order).

Directories

The Daily Journal maintains directories for professionals and service providers (collectively, the “Directories”). You may be able to choose to update your listing in one of the Directories through certain of the Websites, including DailyJournal.com. The information you may provide can include biographical and contact information, such as your name, firm, address, phone number, fax number, email, website, school information, specialties, bar associations, past and present affiliations with other organizations and firms, a description of your practice, significant cases you have been involved with, courses you have taught, publications you have authored, and miscellaneous other information you choose to share. The Daily Journal publishes information on the Directories and makes this information available for searching on certain of the Websites. Additionally, the Daily Journal may use information you provide for the Directories to send you information about products and services that we believe may be of interest to you (for example, by sending event details for a bankruptcy program to you if you have identified bankruptcy law as being one of your specialties).

Device and Usage Information

We may also collect information about your navigation or use of the Websites, including the web pages that you visit and the devices and browsing software that you use. In particular, we collect and store in log files IP addresses, browser types, internet service providers, referring/exit pages, operating systems, date/time stamps, and clickstream data (e.g., the web pages that you viewed on our site in the order that you viewed them). We use this information to, for example, improve the navigability of the Websites, to analyze trends, to administer the Websites, to learn about users’ movements around the Websites, to determine which stories are of interest to our readers, and to gather demographic information about our user base as a whole.

The Websites use cookies. A cookie is a small text file that is stored on a user’s computer for recordkeeping purposes. We use session ID cookies to make it easier for you to navigate our site and for authentication purposes. A session ID cookie expires when you close your browser.

Another type of cookie that is used by Daily Journal relates to a service called Google Analytics. Daily Journal currently uses Google Analytics, and may in the future use other analytics services, to learn about visits to this site. Google Analytics provides reports about how visitors interact with websites so website owners can improve their websites and how people find them. Google Analytics uses cookies to identify visitors.

Practices Regarding The Sharing Of Information With Third Parties

We employ third-party service providers to perform functions on our behalf, such as payment processing and subscription fulfillment, and may share personally identifiable information with these providers in order to perform those functions. For example, to process payment transactions, we must share your personally identifiable information with third parties who process credit card or debit card payments. The third-party service providers that we employ may have their own privacy policies.

We may from time to time share aggregated demographic information about our user base with our partners, advertisers, and others. Aggregated demographic information includes statistical information such as the total number of people who visit our site, what web pages visitors view, the number of people from different geographic areas who visit our site, and similar aggregated information. We do not identify individual users in connection with providing such aggregated demographic information.

We reserve the right to disclose information, including your personally identifiable information, (i) as required by law, (ii) when we believe that disclosure is necessary or desirable to protect our rights or (iii) when we believe that disclosure is necessary to comply with a judicial proceeding, court order, or any other legal process.

Our Communication With You

If you have registered, purchased products or services, subscribed (online or offline), or contacted us, we will occasionally provide you information regarding events, promotions and other matters of interest to our visitors, including programs conducted by our affiliates. We may also provide reminders to you following an incomplete purchase and reminders following completed transactions. For example, we may choose to provide a renewal reminder to those who have registered a DBA name on DBAstore.com. We may provide you information and request your support by email, postal mail, and telephone.

We may use third-party vendors to perform these communications on our behalf, including outside email, postal mail, and telephone communication service providers. Each vendor may have its own privacy policy and terms and conditions.

Customer Service

If you contact us, we may communicate with you by any means available in response to your inquiries, to provide the services you request, and to manage your account. We may preserve records of the interaction.

Access To Your Information And Changes To Your Information

If you would like to review and/or correct any personally identifiable information for you that we have on file, please contact DJHelpdesk@dailyjournal.com. We reserve the right to

take steps to verify identity before providing access to or correcting any personally identifiable information.

If you would like to view or change your billing or delivery information, please log in to the applicable Website and navigate to the “Billing/Delivery” link or other similar link.

Choice and Opt-out

If you no longer wish to receive certain direct email communications from us, you may opt out of receiving them by following the instructions included in those email communications.

If you have connected with us through social media (such as Facebook) and you wish to stop receiving communications from us through that social media channel, you may use the “unsubscribe” or similar function to stop receiving our updates within that social media channel.

You may choose not to accept cookies or to receive notifications before receiving cookies through the settings in your Web browser. On most browsers, the “Help” feature will provide instructions on how to prevent new cookies, how to receive notifications when you receive a new cookie, and how to disable cookies altogether. Disabling or blocking cookies will impact the usability of our Websites.

You can also choose to install the Google Analytics Opt-out Add-on in your browser, which prevents Google Analytics from collecting information about your visits to the Websites. You can learn more about the Google Analytics Opt-out Browser Add-on, Google’s Privacy Policy & Principles (which Google states apply to Google Analytics), and other Google Analytics privacy information at <https://support.google.com/analytics/answer/6004245>

Content Provided by Others

Some pages on the Websites may include content provided by outside services, such as embedded videos from video hosting services including YouTube. This content may be subject to policies applicable to those outside services, and we recommend you view the privacy policy and any terms and conditions applicable to those outside services.

Interactive Features

Some pages on the Websites may include services that allow the viewing of content provided by other visitors and the sharing of such content, such as comments to blog posts and discussions in forums. If these services exist, then they are subject to terms of service which further describe your rights and responsibilities with respect to such services. Personal information that you share in comments or forums on the Websites may be made available to others and may be used in unexpected ways. You submit personal information that you share in comments or forums on the Websites at your own risk. We may access and use such information consistent with this privacy policy.

Security

Daily Journal has in place technologies that are intended to help reduce the likelihood of unauthorized access and to help improve data security. However, no method of transmission over the Internet or method of electronic storage is 100% secure and the security of information transmitted through the Internet or stored on our servers or systems or those of third parties who assist us in providing services can never be guaranteed.

Daily Journal does not warrant that there will not be unauthorized access or use of your personally identifiable information. By accessing any of the Websites or by providing us with your personally identifiable information, you acknowledge and agree that Daily Journal shall not be liable for any such unauthorized access or use. If you do not agree, you should not use any of the Websites.

Users of the Websites are responsible for maintaining the security of any password, user ID or other form of authentication involved in obtaining access to password protected or secure areas of any of the Websites.

In order to protect you and your data, we may suspend your use of any of the Websites, without notice, pending an investigation, if any breach of security is suspected.

Access to and use of password protected and/or secure areas of any of the Websites are restricted to authorized users only. Unauthorized access to such areas is prohibited and may lead to criminal prosecution.

Business Transactions

In the event Daily Journal Corporation or any of its subsidiaries or affiliates goes through a business transaction, such as a merger with another entity or transfer of all or a portion of its assets, any personally identifiable information you submit, as well as any information you provide through the use of community features, will likely be among the assets transferred. You will be notified via prominent notice on our website for 30 days following the transaction of any such change in ownership or control of your personal information.

Links to Other Sites

The Websites contain links to other sites that are not owned or controlled by Daily Journal. Please be aware that we are not responsible for the terms and conditions or privacy practices of such other sites. Daily Journal provides these links as a convenience only, and a link does not imply endorsement, sponsorship or any affiliation with the linked site.

How We Respond To Do Not Track Signals

Like many other websites, the Websites are not configured to respond to “Do Not Track” signals or other similar mechanisms. At present, the Websites do not track customers over time and across third party websites to provide targeted advertising. Currently, third parties do not use the Websites to collect personally identifiable information about your online activities over time and across third party web sites when you use the Websites.

International Transfer

If you are located outside of the United States, please understand that any personally identifiable information that you provide or that we collect through your use of the Websites will be processed and stored in the United States (and possibly other jurisdictions). **If you do not consent to your information being processed and stored in the United States, please do not use the Websites.** In using the Websites, you understand that the United States may provide a less comprehensive or lower standard of protection than the protections afforded by your country’s laws.

Governing Law

This Privacy Policy, your rights and obligations, and all actions arising out of or related to this privacy policy, shall be governed by the laws of the United States of America and the State of California, as if the Agreement was a contract wholly entered into and wholly performed within the State of California. Notwithstanding the provision in the preceding sentence with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) governs the interpretation and enforcement of the arbitration provisions described below.

Arbitration and Waiver Of Rights

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT, TO HAVE YOUR CLAIMS TRIED TO A JURY, TO OBTAIN DISCOVERY, OR TO BRING OR BE PART OF A CLASS ACTION LAWSUIT.

In the event of any dispute, claim, or controversy arising out of, related to, or in connection with the Websites, this Privacy Policy, or the Daily Journal User Agreement (a “Claim”), including the determination of the scope or applicability of this agreement to arbitrate, shall be determined in Los Angeles, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

Daily Journal and you understand that, absent the mandatory arbitration provision in this section, Daily Journal and/or you would have the right to sue in court and to have a jury trial and that the right to discovery may be more limited in arbitration than it is in court. Daily Journal and you hereby waive such rights to sue in court, to a trial by jury, or to the discovery that would be available in court.

Daily Journal and you agree that Daily Journal and you will resolve any Claim on an individual basis and not on a class action, consolidated, or representative basis (“Class Action”). Daily Journal and you further agree that Daily Journal and you shall not participate in such a Class Action brought by any third party. You understand that you are hereby waiving your right to bring or participate in a Class Action related to any Claim.

Subject to Change

Daily Journal may revise this Privacy Policy at any time by updating this Privacy Policy. Your continued use of one or more of the Websites after the Effective Date constitutes your acceptance of the amended privacy policy. The amended privacy policy supersedes all previous versions. You should periodically visit this page to review the current privacy policy, terms and conditions.

Process For Notifying You Of Material Changes

Daily Journal will notify you of material changes to this Privacy Policy by including a statement on the homepage of each of the Websites indicating that the privacy policy has changed and by providing a link to that revised privacy policy.

Legal Issues

We reserve the right to refuse service to any visitor for any reason, including as we see necessary to protect our systems and other users.

THE SERVICES, CONTENT, AND/OR PRODUCTS ON THE WEBSITES ARE PROVIDED “AS-IS” AND WE MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITES AND/OR THEIR PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. IN NO EVENT SHALL DAILY JOURNAL OR ANY OF ITS SUBSIDIARIES OR AFFILIATES BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC

ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WEBSITES AND/OR THE PRODUCTS, SERVICES, AND/OR CONTENT, OR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Contact Us

If you have any questions regarding this Privacy Policy, please contact us by using the contact information identified on the applicable Website or click **here**.