

Terms and Conditions

Agreement between User and moorecountyjournal.net

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moorecountyjournal.net is a News and Information Site.

The Moore County Journal is a privately owned digital newspaper dedicated to the highest standards of journalism.

Electronic Communications

Visiting moorecountyjournal.net or sending emails to MCJ constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

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You may cancel your subscription at any time. Any cancellations made after 30 days of service will not qualify for a refund. Please contact us at (806) 731-1238 with any questions.

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International Users

The Service is controlled, operated and administered by MCJ from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the MCJ Content accessed through moorecountyjournal.net in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless MCJ, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. MCJ reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MCJ in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or

otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and MCJ agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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Termination/Access Restriction

MCJ reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and MCJ as a result of this agreement or use of the Site. MCJ's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MCJ's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by MCJ with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and MCJ with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MCJ with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

MCJ reserves the right, in its sole discretion, to change the Terms under which moorecountyjournal.net is offered. The most current version of the Terms will supersede all previous versions. MCJ encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

MCJ welcomes your questions or comments regarding the Terms:

Moore County Journal LLC

Dumas, Texas 79029

Email Address:

Telephone number:

806-731-1238

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Standards and Ethics

Honesty:

Journalists must be truthful. It is unacceptable to report information known to be false, or report facts in a misleading way to give a wrong impression;

Independence and objectivity:

Journalists should avoid topics in which they have a financial or personal interest that would provide them a particular benefit in the subject matter, as that interest may introduce bias into their reporting, or give the impression of such bias. In cases where a journalist may have a specific financial or personal interest, the interest should be disclosed;

Fairness:

Journalists must present facts with impartiality and neutrality, presenting other viewpoints and sides to a story where these exist. It is unacceptable to slant facts;

Diligence:

A journalist should gather and present pertinent facts to provide a good understanding of the subject reported;

Accountability:

A journalist must be accountable for their work, prepared to accept criticism and consequences.

Accuracy and standards for factual reporting

Journalists are expected to be as accurate as possible given the time allotted to story preparation and the space available and to seek reliable sources. Events with a single eyewitness are reported with attribution. Events with two or more independent eyewitnesses may be reported as fact. Controversial facts are reported with attribution.

Independent fact-checking by another employee of the publisher is desirable.

Corrections are published when errors are discovered. These corrections are called corrigendum in newspapers, they feature after on the next issue published.

Defendants at trial are treated only as having "allegedly" committed crimes, until conviction, when their crimes are generally reported as fact (unless, that is, there is serious controversy about wrongful conviction).

Opinion surveys and statistical information deserve special treatment to communicate in precise terms any conclusions, to contextualize the results, and to specify accuracy, including estimated error and methodological criticism or flaws.