TERMS & CONDITIONS

1. General Rules & Definitions

1.1 By subscribing to TimesDigest, Evening Digest, Kiosk or Best Sellers List ("TD"), you will agree to abide by all of the Terms & Conditions ("T&C") between you and The New York Times Company ("NYT").

1.2 TD may change or remove portions of these T&C at any time. Any such changes will be posted on https://www.timesdigest.com/ unless such changes will represent a material departure of our current policy, in which case TD will notify you by e-mail, mail or fax. It is your responsibility to review the T&C when updated, and by continuing to subscribe, you agree to any changes.

1.3 If any of these rules or any future changes are unacceptable to you, you may cancel your subscription by sending an e-mail to: timesdigest@nytimes.com or by calling +1-212-556-1200. (See Section 5.1 regarding termination of service.) Your continued subscription to the service now, or following the notice of any changes in these operating rules, will indicate acceptance by you of such rules, changes or modifications.

2. Content & Usage

2.1 The contents of TD are intended for noncommercial use. All materials published in TD (including, but not limited to news articles, photographs, images, illustrations, also known as the "Content") are protected by copyright, and owned or controlled by NYT or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through TD.

2.2 The TD and its Contents are protected by copyright pursuant to U.S. and international copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit, any of the Content or the Service in whole or in part (except as provided in Section 2.3 of these T&C).

2.3 Subscriber agrees not to alter the appearance of TD in any way, retransmit copies of TD to third parties or locations outside the primary business, or otherwise use the information in any manner for the purpose of resale or redistribution without the express written permission of NYT. Any other reproduction or use of information is strictly prohibited.

3. Delivery And Availability Of TimesDigest

3.1 TD will be delivered via the customer specified method (e-mail, fax or download) each day at the time of publication for the following day’s paper. If the customer’s contact details change, they are responsible for notifying TD by sending an e-mail to: timesdigest@nytimes.com or by calling +1-212-556-1200. All e-mail customers have access to a website through which they can download that day’s TD (https://www.timesdigest.com/my-subscriptions).

4. Fees And Payments

4.1. TD reserves the right at any time to change subscription fees as long as 30-days notice is given. TD will give you advance notice of such changes and the opportunity to cancel the account before such charges are imposed.
4.2 Invoices will be due within thirty days of receipt. All customers are billed in advance of service (monthly, quarterly or yearly depending on subscription). After sixty days of non-payment your account will be suspended until payment is received. After 90 days, your account will be considered cancelled and will be referred to collections for payment.

5. Renewal & Termination & Seasonal Suspension

5.1 Unless otherwise specified, the subscription will automatically renew for consecutive monthly, quarterly or yearly (depending on agreed upon billing schedule) terms upon the expiration of the initial term unless either party gives written notice of termination at least 30 days prior to the expiration of the then-current term by sending e-mail to timesdigest@nytimes.com or in writing by fax +1-646-461-2364.

5.2 You may terminate your account with 30 days prior notice, to the expiration of the then-current term, by sending e-mail to timesdigest@nytimes.com or in writing by fax +1-646-461-2364. After we have received your correspondence, you will receive a confirmation via e-mail or fax that the request was received. This will also include the date on which your account will be canceled, and your account will be terminated on the specified date. You will remain responsible for any and all charges incurred up to the time the account is deactivated.

5.3 TD may, in its sole discretion, terminate or suspend your access to all or part of the Service for any reason, including, without limitation, breach or assignment of these T&C.

5.4 TD allows suspensions of service with 2-weeks prior notice via e-mail (timesdigest@nytimes.com) or by fax (+1-646-461-2364). It is your responsibility to inform TD, at least 48 hours in advance, of when the service should be restarted. This must be done for each occurrence, as TD does not keep track of seasonal suspensions.

6. Miscellaneous

6.1 These T&C have been made in and shall be construed and enforced in accordance with New York law. Any action to enforce these T&C shall be brought in the federal or state courts located in New York City.

6.2 Correspondence can be made by one of the following methods:
   
   • E-mail: timesdigest@nytimes.com
   • Mail: TimesDigest Customer Service, 620 Eighth Ave., 10th Floor, New York, NY 10018.
   • Phone: 1-212-556-1200
   • Fax: 1-646-461-2364

6.3 You agree to report any copyright violations of the Member T&C to NYT as soon as you become aware of them. In the event you have a claim of copyright infringement with respect to material that is contained in the TD service, please notify timesdigest@nytimes.com.

These T&C were last updated on July 6, 2018.
Copyright © The New York Times