

ELPASOTIMES.COM - PRIVACY POLICY

PRIVACY POLICY

This policy describes the privacy practices of MediaNews Group, Inc., and MediaNews Group Interactive, Inc. and [MediaNews Group affiliates](#), collectively referred to herein as “MediaNews.” This Privacy Policy is applicable only to the [MediaNews Web sites](#) (“Web site(s)”) and does not apply to the print versions of any of the MediaNews publications. This policy does not apply to any third party web sites or to companies or persons not controlled by, affiliated with or managed by MediaNews and applies only to information collected by MediaNews on the MediaNews Web sites and not to information disclosed, obtained or used by MediaNews through other means. MediaNews may provide links to unaffiliated web sites for which this privacy policy does not apply. If you are unsure whether a web site is controlled, affiliated or managed by MediaNews, we recommend that you review the privacy policy at each linked web site to determine how that site treats your personal information.

MediaNews may change this privacy policy from time to time. The revised policy will be posted on the MediaNews Web site. Please check this page periodically for changes.

INFORMATION COLLECTED

Personally Identifying Information (PIN)

The Personally Identifying Information (PIN) gathered by MediaNews on MediaNews Web sites generally includes, e-mail address, password, zip code, age, gender and whether you are a print subscriber, but may also include your name (and/or company name), street address, and date of birth, phone numbers, and credit card numbers or other billing information where necessary to contact you or to process your Web site purchases. MediaNews may also collect information such as household income, job title, personal interests and hobbies. The PIN collected depends on the page you are visiting and the services that you participate in.

Web Site User Registration: User registration is required to access the majority of content, services and features on MediaNews Web sites. Upon registration, we require you provide your email address or your first name as a username and a password that will allow you to change your PIN as needed. User registration with MediaNews Web sites is completed and membership activated upon clicking a link e-mailed to the address provided in registration. At that time you have the opportunity to opt-in to e-mail newsletters and alerts and have e-mail offers sent to you on behalf of MediaNews advertisers, however, you can update your preferences at a later time.

Web Site Sites & Products: Your PIN as well as a telephone number, credit card number or other billing information is generally collected in order to process the purchase of services or products on

the MediaNews Web sites, such as purchasing a newspaper subscription or placing an ad. Your PIN will also be collected upon registration for home delivery requests, vacation delivery stop requests and other similar requests as well as upon the use or download of software available on MediaNews Web sites.

Sweepstakes, Contests, Promotions, Special Offers: MediaNews may request additional PIN from you upon your optional entry in any sweepstakes, contests, promotions or special offers found on MediaNews Web sites.

Feedback, Commentary, Surveys, Message Boards, Chat Rooms: Those Web site users that choose to provide feedback or commentary, fill out surveys, engage in MediaNews chat rooms or use MediaNews message boards may be required to provide additional PIN such as demographic information, household/personal characteristics and purchase behavior.

If such information is gathered for a MediaNews survey, no PIN is released and is reported or used only in aggregate form.

Some chat room and message board forums may require registration and the sharing of PIN. Any information disclosed in chat rooms, forums, message boards, and/or news groups becomes public information. You should exercise caution when deciding to disclose personal information in public forums.

Forwarding: Forwarding an article found on a MediaNews Web site generally requires that you disclose the name and e-mail address of the person to whom you are forwarding the article. MediaNews will retain this information only to provide the forwarding services.

Special Circumstances: MediaNews may disclose and use the information collected where required to do so by law, or where MediaNews, in good faith, believes the use or disclosure of the information collected is necessary to (1) comply with the law or legal processes; (2) protect and defend MediaNews rights and property; (3) protect against misuse or unauthorized use of any MediaNews Web site; or to (4) protect the personal safety or property of our users or the public. MediaNews may also use the information collected when, in its sole discretion, it believes necessary or appropriate in connection with a sale or transfer of some or all of MediaNews' assets in our Web site.

Computer Identifying Information (CIN)

The information personal to your computer and your computer use that is automatically collected through the use of electronic tools is referred to as Computer Identifying Information (CIN). The CIN gathered by MediaNews generally includes cookies, specific Web site page requests, the domain name (e.g., www.medianewsgroup.com) and Internet Provider (e.g., Comcast, American Online, NetZero) from which you access the Internet, the Internet Protocol address of your

computer, the browser software (e.g. Internet Explorer or Netscape) and operating system (e.g., Windows XP, 2000, OS/2 or MacOS) you are using, your geographic location, the time and date you accessed the site, and the Internet address you visited prior to visiting the site.

Cookies and Web Beacons: Cookies are used to store and track information about you. A cookie is a small amount of data that is sent to your browser from Web sites and stored on your computer's hard drive. Cookies are used to deliver targeted advertising based on your behavior and demographics and to track your entries in promotions and contests. Cookies may be linked to PIN. In addition, MediaNews uses web beacons provided by third-party advertising companies to help manage our online advertising. Web beacons enable us to recognize a browser's cookie when a browser visits a MediaNews Web site, and to learn which banner ads bring users to MediaNews Web sites. MediaNews websites have two third-party web advertising companies, Yahoo! and DoubleClick, which may place or recognize a unique cookie on your browser. Yahoo! also may use information regarding its own users to select which ads to display. [Click here](#) to learn more about Yahoo!'s ad practices, including how to opt out of using anonymous information to select which ads to show you. For more information about DoubleClick, cookies, and how to "opt-out", please [click here](#).

Internet Protocol (IP) Address: An IP address is your computer's location on the Internet. MediaNews Web sites log IP addresses for systems administration and trouble shooting purposes, to gather demographic and other information about you and to link information about a user's computer session to PIN.

Aggregate information: Aggregate information is user information not linked to PIN.

USE OF INFORMATION COLLECTED

In general, MediaNews uses your PIN and CIN that is collected to administer the MediaNews Web sites and to provide services you request. When you provide PIN information and access MediaNews Web sites, you are sharing PIN and CIN with MediaNews and [MediaNews Group affiliates](#) and MediaNews reserves the right to use and disclose the PIN and CIN it collects. If you do not want to share your PIN, do not provide it. If you do not want to share CIN, do not access [MediaNews Web sites](#). In addition, MediaNews may share PIN, CIN and/or aggregate information with third parties such as advertisers and business partners. PIN and CIN may also be used to perform statistical, demographic and marketing analysis of subscribers and their subscribing and purchasing patterns, to target advertisements and to help diagnose problems with our services and our Web sites.

For example, MediaNews uses or may use the PIN and CIN collected to do the following:

Web Site Use & Registration: MediaNews uses PIN and CIN that is collected to fulfill subscriptions, change addresses, suspend delivery, confirm and process transactions and to contact the user regarding his or her account, new or existing products and services and special offers.

Personalization: MediaNews uses PIN and CIN that is collected to personalize the content and advertising that users see based on personal characteristics and preferences, enhance products and services and develop new products and services, and share user information with select advertisers or other third parties whose products or services may be of interest to you.

Advertising & Third Parties: MediaNews may share PIN and CIN that is collected with third parties hired to perform services on our behalf, including, but not limited to, fulfilling subscription requests, sending e-mails and assisting in the provision of the MediaNews Web sites and services. The ads appearing on MediaNews Web sites are delivered to you by Yahoo! and DoubleClick, our third party web advertising company's. Information about your visits to this site, such as the number of times you have viewed an ad and other information is used to serve ads to you. A MediaNews Group affiliates participates in the APT from Yahoo! platform and Yahoo! is an ad network partner to display ads on our sites. Yahoo! is an ad network partner that displays ads on MediaNews websites. To improve your ad experience on MediaNews websites and elsewhere on the Internet, we may send non-personal information to Yahoo! based on your browser's activities, such as type of pages viewed and categories of interests, so that the advertising you see is relevant to you. Yahoo! also may use information regarding its own users to select which ads to display. [Click here](#) to learn more about Yahoo!'s ad practices, including how to opt out of using anonymous information to select which ads to show you.

Yahoo! is an ad network partner that displays ads on MediaNews Web sites. To improve your ad experience on MediaNews Web sites and elsewhere on the Internet, we may send non-personal information to Yahoo! based on your browser's activities, such as type of pages viewed and categories of interests, so that the advertising you see is relevant to you. Yahoo! also may use information regarding its own users to select which ads to display. [Click here](#) to learn more about Yahoo!'s ad practices, including how to opt out of using anonymous information to select which ads to show you.

Program & Product Offerings: MediaNews may use the PIN and CIN that is collected in order to offer you the opportunity to receive information and offers about products or services from our business partners or third parties.

In some cases, MediaNews Group, Inc., MediaNews Group Interactive, Inc. or [MediaNews Group affiliates](#), are affiliates of the CareerBuilder online careers service. Through the cooperative relationship with CareerBuilder, we are able to provide you with access to the CareerBuilder products and services through a co-branded CareerBuilder site. Because of this relationship, CareerBuilder requests that we post the following language regarding our co-branded CareerBuilder site in our privacy policy: "You may have arrived at this Web site by following a link from a CareerBuilder newspaper affiliate or other affiliate. If so, please be aware that CareerBuilder may share your information with that affiliate and the affiliate may use the information consistent with its privacy policy instead of this one."

MediaNews Group, Inc., MediaNews Group Interactive, Inc. or [MediaNews Group affiliates](#) may

buy or sell various assets. In the event that MediaNews Group, Inc., MediaNews Group Interactive, Inc. or [MediaNews Group affiliates](#) sells some or all of its assets, or another company acquires one or more of its Web sites, information on users may be among the transferred assets.

OPTING-OUT

If you do not wish to share your PIN, you always have the option to not provide the information or use the MediaNews Web sites that require it.

Opting-Out

If you are a current MediaNews registered Web site user or would like to become one, but do not want your PIN shared with third parties or do not want to receive promotion and/or marketing information about other products, services and offerings from MediaNews and/or any third parties, please review the following:

Third Party Opt-Out: If, at any time, you do not want us to share your information with third parties who wish to send you information about their products and services, you may opt-out of such messages by going to the "Manage an Account" page and simply unclicking an opt-in box or you may email us at privacycoordinator@medianewsgroup.com or write to us at: Privacy Coordinator, MediaNews Group Interactive, 101 W. Colfax Ave., Suite 950, Denver, CO 80202.

If you choose to opt-out via email, please put "THIRD PARTY OPT-OUT" in the subject line, along with the name of the applicable site.

MediaNews Opt-Out: If, at any time, you do not want to receive information about special offers and new products and features from MediaNews, you may opt-out of such messages by going to the "Manage an Account" page and simply unclicking an opt-in box or you may e-mail us at privacycoordinator@medianewsgroup.com or write to us at: Privacy Coordinator, MediaNews Group Interactive, 101 W. Colfax Ave., Suite 950, Denver, CO 80202. Please reference the name of the applicable site.

If you choose to opt-out via email, please put "MEDIANEWS OPT-OUT" in the subject line.

Opt-Out Exception: Even if the registered user chooses to opt-out of receiving e-mails from both MediaNews and third parties, MediaNews reserves the right to contact a registered user regarding account status, changes to this policy, the terms of use, license agreements and other matters relevant to the use of the MediaNews Web sites, services or software provided through the Web sites and/or the information collected.

Review & Update Your PIN

A registered user of MediaNews Web sites may review and change his or her PIN and/or e-mail preferences by clicking on the Manage Account link after signing in. A registered user may also review and request an update of the PIN and/or e-mail preferences which he or she provided to MediaNews at any time by e-mailing us at privacycoordinator@medianewsgroup.com or write to

us at: Privacy Coordinator, MediaNews Group Interactive, 101 W. Colfax Ave., Suite 950, Denver, CO 80202. Please include the name of the applicable site.

SECURITY

MediaNews uses procedures to safeguard and help prevent unauthorized access to the information collected on the MediaNews Web sites. Although such protective measures have been put in place, MediaNews cannot ensure that the information collected will never be disclosed in a manner inconsistent with this Privacy Policy.

CALIFORNIA PRIVACY RIGHTS

Under California law, California residents may request once a year, free of charge, certain information regarding MediaNews' disclosure of personal information to third parties for direct marketing purposes. To make such a request, please write to us at: Privacy Coordinator, MediaNews Group Interactive, 101 W. Colfax Ave., Suite 950, Denver, CO 80202.

Please include the name and the address to which you would like us to respond, along with the name of the applicable site.

PRIVACY COORDINATOR

If you have any questions, comments or concerns regarding our Privacy Policy and/or practices, please contact the Privacy Coordinator using the contact information provided below. Please reference the name of the applicable site.

Privacy Coordinator
MediaNews Group, Interactive
101 W. Colfax Ave., Suite 950
Denver, CO 80202
privacycoordinator@medianewsgroup.com
()

CHILDREN'S PRIVACY POLICY

This policy describes the privacy practices of MediaNews Group, Inc. and MediaNews Group Interactive, Inc., as well as [MediaNews Group affiliates](#) ("MediaNews") relating to information collected from children. This privacy policy does not apply to third party web sites, or to companies and persons that are not controlled by, affiliated with or managed by MediaNews. For most MediaNews Web sites, MediaNews does not knowingly collect information from children under 13 years of age. In the event that MediaNews collects information from children under 13 years of age, this Children's Privacy Policy shall apply.

INFORMATION COLLECTED FROM CHILDREN

MediaNews does not ask children to disclose more personal information than is necessary for them

to participate in a particular activity. We urge children to check with their parents before entering information on any web site and we urge parents to discuss with their children restrictions regarding the online release of personal information. MediaNews limits its collection of information from children to what is known as non-personally identifiable information (e.g. first name, screen names, age, gender, city, state, zip code and country of residence). This information is collected so children can participate in activities (e.g. completing polls or online surveys, posting jokes, book reviews, movie reviews, toy reviews, video reviews, concert reviews, game reviews, artwork or questions/comments online, or playing online games) without giving unnecessary personal information. From time to time, however, we may request personally identifiable information (e.g. child's email address and/or parent's or guardian's email address), as explained below, in order to conduct online contests or sweepstakes, email newsletters and offers, provide subscriptions, participate in chat rooms and message boards, or offer other online activities. MediaNews does not and cannot condition a child's participation in any of our online activities on the disclosure of more information than is reasonably necessary to participate in the activity. Information is collected actively, such as through registration forms, and passively, such as through cookies.

USE OF PERSONAL INFORMATION FROM CHILDREN

MediaNews occasionally offers contest and sweepstakes, which may be entered online. When a child under thirteen 13 enters a contest or sweepstakes, or participates in another activity that requires the use of personal information, we will ask for a parent's email address so that we can notify the parent of the child's participation, obtain the parent's consent and give the parent the option to have the child's information deleted. All of the child's personal information collected by MediaNews is securely maintained and used only for the specified purpose such as conducting the contest or sweepstakes and awarding prizes. MediaNews does not keep any of the child's personal information after the particular event is completed. Sometimes, MediaNews uses agents or contractors to provide services that support the internal operations of the site, such as helping us conduct a sweepstakes or sending prizes to winners. In these cases, MediaNews requires the agent or contractor to maintain the confidentiality, security and integrity of the information and limit use to the specific services they are performing on our behalf.

MediaNews may disclose information maintained as required by law, for example, in response to a court order or a subpoena. MediaNews may also disclose such information in response to a specific law enforcement agency's request. Personal information is not disclosed to third parties except those who provide support for the internal operations of the site. Parents can consent to the collection and use of their child's personal information without consenting to the disclosure of the information to third parties.

PARENTAL ACCESS

MediaNews Group and [MediaNews Group affiliates](#) are the operators collecting information at this web site. Please send an email or letter to our Privacy Coordinator at the email or mailing address provided below if you would like to do any of the following:

Access personally identifiable information that MediaNews has collected from your child,
Correct factual errors in such information,
Request to have this information deleted, or
Request that we no longer collect or maintain such information about your child.

Please include your email address and telephone number where we can reach you. MediaNews takes steps to verify the identity of anyone requesting information about a child to ensure that the person is in fact the child's parent or legal guardian.

MediaNews may change this privacy policy from time to time. The revised policy will be posted on the MediaNews Web site. Please check this page periodically for changes. If you have any questions, comments or concerns regarding our privacy policy and/or practices, please contact the Privacy Coordinator using the contact information provided below. Please reference the applicable site.

Privacy Coordinator
MediaNews Group, Interactive
101 W. Colfax Ave., Suite 950
Denver, CO 80202
privacycoordinator@medianewsgroup.com
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You may establish a hypertext link to the Sites so long as the link does not state or imply any sponsorship of your site by MediaNews Group, Inc., MediaNews Group Interactive, Inc. or any [MediaNews Group affiliates](#). However, you may not, without the prior written permission of MediaNews Group, Inc., MediaNews Group Interactive, Inc. or [MediaNews Group affiliates](#), frame any of the content of the Sites, or incorporate into another website any material from the Sites.

RSS TERMS AND CONDITIONS

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2. PROPER USE.

a. The Service is protected by copyright, trademark and other intellectual property laws, and title, ownership, and any and all intellectual property rights in and to the Service shall remain at all times with MediaNews Group. Unless otherwise specified, the Service is provided solely for the purpose of allowing you to view headlines from MediaNews Group Sites for your personal, noncommercial use. If you want to obtain greater rights to use the Service or to license content from MediaNews Group Sites, please contact the Vice President/Content Development of MediaNews Group Interactive for more information.

b. Except as expressly set forth in Section 1, and/or unless otherwise expressly agreed to in writing by MediaNews Group, you may not, directly or indirectly: (a) modify, copy, reproduce, transfer, sell, republish, upload, post, transmit or distribute the Service in any way, (b) display the name, logo, trademark or other identifier of another person (except for MediaNews Group Sites or you) on your Site in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the Service on the Site; or (c) remove or conceal any copyright or other

proprietary notice or any credit-line or date-line on other mark or source identifier included on the Service, including without limitation, the size, color, location or style of MediaNews Group Sites' marks.

3. **ATTRIBUTION.** If you display one or more of these feeds on a web site or web log, you must display the MediaNews Group Site's logo that is included in the feed, or give other attribution to the applicable MediaNews Group Sites. MediaNews Group reserves the right to require any site to cease the display of our feeds at any time and for any reason.

4. **RIGHT TO MODIFY.** MediaNews Group may from time to time and in its sole discretion, revise or modify these Terms of Use, or impose new conditions on use of the Service, in which case we will post the revised terms of use on this site. By continuing to use the Service after we post any such changes, you accept the revised terms of use, as modified.

5. **MISCELLANEOUS.** These Terms of Use set forth the entire agreement between the parties with respect to the aforementioned license and fully supersedes any and all prior or contemporaneous agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Colorado, and in any dispute arising under these Terms of Use, the venue shall be the state or federal courts located in Denver, Colorado.

LICENSE TO MEDIANEWS

By posting messages, uploading files, or otherwise providing any material for display on the Sites, you are representing that you are the owner of the material, or are making your submission with the consent of the owner of the material, all information you provide is true, accurate, current and complete and does not violate these Terms of Use. In addition, when you post a message, upload a file, or otherwise provide us with material for display on the Sites, you are granting MediaNews a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license, with the right to use, copy, sublicense, modify, adapt, transmit, distribute, publicly perform or display such material. The foregoing grants shall include the right to exploit any proprietary rights in such material, including but not limited to rights under copyright, trademark, service mark or patent laws in any jurisdiction. All rights in this paragraph are granted without compensation of any sort to you.

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USE OF THE SITES IS AT YOUR OWN RISK. THE MATERIALS, INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE SITES AND ANY

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The Sites may contain facts, views, opinions, statements and recommendations of third party individuals and organizations. MediaNews does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information on the Sites and use of or reliance on such advice, opinion, statement or other information is at your own risk.

The Sites are provided for informational purposes only, and are not intended for trading or investing purposes, or for commercial use. Stock and mutual fund quotes, and related financial news stories may be delayed at least 20 minutes, as may be required by the stock exchanges and/or the financial information services. The Sites should not be used in any high-risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

ONLINE COMMERCE

MediaNews may allow you to purchase many different types of products and services online that

are provided by third parties. MediaNews is not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Sites or sites linked to by MediaNews, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, is collected by the merchant. A merchant may have separate privacy and data collection practices. MediaNews has no responsibility or liability for these independent practices. For more information regarding a merchant, its online store, and its privacy policies, return to that merchant's home page and click on its information links or contact the merchant directly. You release MediaNews and its partners, affiliates, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and content providers from any damages that you incur, and agree not to assert any claims against them arising from or relating to your purchase or use of any products or services made available by third parties through MediaNews.

When you purchase products or services on or through the Sites, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. If you have any questions about these additional terms and conditions, you should contact the merchant of such products or services directly.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Sites. You agree to use the Sites and to purchase services or products through the Sites for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to MediaNews or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

USE OF COMPANY DIRECTORIES

The information contained in any company directories that may be provided on the Sites is provided for business lookup purposes and is not to be used for marketing or telemarketing applications. This information may not be copied or redistributed.

INTERACTIVE FEATURES

The Sites may include a variety of features, such as bulletin boards, chat rooms, and email services, that allow feedback to MediaNews and real-time interaction between users and other features, such as personalized homes pages and e-mail services, that allow users to communicate with others. You are responsible for material that you post on bulletin boards, chat rooms and other public posting

areas on the Sites. MediaNews does not control or routinely review the messages, information or files that others may provide through the Sites. It is a condition of your use of the Sites that you do not:

- Restrict or inhibit any other user from using and enjoying the Sites.
- Post or transmit any unlawful, threatening, abusive, libelous, fraudulent, false, defamatory, discriminatory, obscene, vulgar, hateful, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- Post or transmit any information, software or other material that contains a virus or other harmful component.
- Post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without the express written approval of MediaNews.
- Gather for the purpose of spamming, phishing or password harvesting email addresses that have been posted by other users of the Sites.
- Use or attempt to use another person's account, password or services.
- Disrupt, interfere with or otherwise violate the security of the Sites or any services, accounts, passwords, servers or networks related to the Sites.
- Send repeated messages to another user or repeat postings of the same message under the same or multiple subjects.

A VIOLATION OF THE FOREGOING MAY BE REFERRED TO LAW ENFORCEMENT

You understand that MediaNews has no obligation to monitor any bulletin boards, chat rooms, or other areas of the Sites through which users can supply information or material. MediaNews reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in MediaNews' sole discretion are objectionable or in violation of these Terms of Use.

INDEMNIFICATION

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