

TVU Networks Terms of Service

Introduction; Your Agreement to these Terms of Service.

Welcome to the TVU Networks, Inc. (“TVU Networks”) platform consisting of web sites, services, software applications and networks that allow for the authorized broadcasting and viewing of digital content over the internet (the “TVU Networks Platform”). The TVU Networks Platform includes software for authorized broadcasting of digital content (the “TVU Broadcasting Application”) and receiving authorized broadcasts of digital content (the “TVUPlayer”) over the internet (collectively, the “TVU Networks Applications”).

The following Terms of Service for the TVU Networks Platform is a legal contract between you, either an individual subscriber, customer, member, or user of at least 18 years of age or a single entity (“You” or, collectively, “Users”), and TVU Networks regarding your use of the TVU Networks Platform.

The services hereunder are offered by TVU Networks, Inc., located at: [REDACTED] and email: support@tvunetworks.com.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF SERVICE. BY REGISTERING FOR, ACCESSING, BROWSING, DOWNLOADING OR USING THE TVU NETWORKS PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE “TERMS”). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE TVU NETWORKS PLATFORM.

IF YOU ARE USING OR OPENING AN ACCOUNT WITH TVU NETWORKS ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION (COLLECTIVELY, A “SUBSCRIBING ORGANIZATION”) THEN YOU REPRESENT AND WARRANT THAT YOU: (I) ARE AN AUTHORIZED REPRESENTATIVE OF THAT SUBSCRIBING ORGANIZATION WITH THE AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS; (II) HAVE READ THE FOREGOING TERMS; (III) UNDERSTAND THESE TERMS, AND (IV) AGREE TO THESE TERMS ON BEHALF OF SUCH SUBSCRIBING ORGANIZATION.

1. **Eligibility.** THE TVU NETWORKS PLATFORM IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 18 OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE TVU NETWORKS PLATFORM OR NETWORK BY TVU NETWORKS. By clicking the “I Agree” button or by otherwise downloading, installing, or using the TVU Networks Platform, you represent that you are at least 18 years of age and have not been previously suspended or removed from the TVU Networks Platform by TVU Networks.
2. **Privacy Notice.** Your privacy is important to TVU Networks. TVU Networks’ [Privacy Notice](#) is hereby incorporated into these Terms by reference. Please read this notice carefully for information relating to TVU Networks’ collection, use, and disclosure of your personal information.

3. **Individual Features and Services.** When using the TVU Networks Platform, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the “Guidelines”). All such Guidelines are hereby incorporated by reference into these Terms.
4. **Modification of these Terms.** TVU Networks reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the TVU Networks Platform after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective thirty days after they are initially posted on the TVU Networks Platform.
5. **Digital Millennium Copyright Act.** It is TVU Networks’ policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, please go to TVU Networks’ [DMCA Notification Guidelines](#). TVU Networks will promptly terminate without notice any User’s access to the TVU Networks Platform if that User is determined by TVU Networks to be a “repeat infringer.” A repeat infringer is a User who has been notified by TVU Networks of infringing activity violations more than twice and/or who has had a Broadcaster Submission or any other user-submitted content removed from the TVU Networks Platform more than twice.
6. **TVU Networks Platform License Grant.**
 - 6.1 License Grant to Broadcast. Subject to your compliance with the terms and conditions set out in this Terms of Service, TVU Networks hereby grants to you a personal, limited, non-exclusive, non-transferable, freely revocable license to install and use the TVU Broadcasting Application for the broadcasting of authorized digital content (“Broadcaster Submissions”) solely through the TVU Networks Platform.
 - 6.2 License Grant to View. Subject to your compliance with the terms and conditions set out in this Terms of Service, TVU Networks hereby grants to you a personal, limited, non-exclusive, non-transferable, freely revocable license to install and use the TVUPlayer to view Broadcaster Submissions solely through the TVU Networks Platform.
 - 6.3 Automatic Updates. You acknowledge that TVU Networks may automatically issue upgraded versions of the TVU Networks Applications and, accordingly, may upgrade the version of the TVU Broadcasting Application and/or the TVUPlayer that you are using or have installed on your computer. You hereby agree that your computer may automatically request and receive such upgrades or updates from TVU Networks’ servers.
 - 6.4 Control and Use of your Computer. You represent and warrant to TVU Networks that you own the computer to which you are downloading any TVU Networks Applications, or that you have the legal right to control the use of that computer. You agree to ensure that any other person whom you permit to use the TVU Networks Platform (including the TVU Networks Applications) will do so in accordance with this Terms of Service. You must delete any TVU Networks Applications from the computer if you sell the computer, or if you cease to have the legal right to control use of the computer.

6.5 Prevention of Unauthorized Use. TVU Networks reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the TVU Networks Platform, including, but not limited to, technological barriers, IP mapping, and directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

7. Broadcaster Submissions License Grant; Representations and Warranties.

7.1 Limited License Grant to TVU Networks. By distributing or disseminating Broadcaster Submissions through the TVU Networks Platform, you hereby grant to TVU Networks a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, and irrevocable license to display, perform, reproduce, distribute, and otherwise exploit your Broadcaster Submissions in any media formats and through any media channels.

7.2 Limited License Grant to other TVU Networks users. By distributing or disseminating Broadcaster Submissions to the TVU Networks Platform, you hereby grant to each User of the TVU Networks Platform a non-exclusive license to access and use your Broadcaster Submissions.

7.3 Broadcaster Submissions Representations and Warranties. You are solely responsible for your Broadcaster Submissions and the consequences of posting or publishing them. By uploading and publishing your Broadcaster Submissions, you affirm, represent, and warrant that: (1) you are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize TVU Networks and TVU Networks' Users to use and distribute your Broadcaster Submissions as necessary to exercise the licenses granted by you in this section and in the manner contemplated by TVU Networks and this Terms of Service; (2) your Broadcaster Submissions does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person. VIOLATORS OF THESE THIRD-PARTY RIGHTS MAY BE SUBJECT TO CRIMINAL AND CIVIL LIABILITY. TVU NETWORKS RESERVES ALL RIGHTS AND REMEDIES AGAINST ANY USERS WHO VIOLATE THIS TERMS OF SERVICE.

7.4 Broadcaster Submissions Disclaimer. You understand that when using the TVU Networks Platform you will be exposed to Broadcaster Submissions from a variety of sources, and that TVU Networks is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such Broadcaster Submissions. You further understand and acknowledge that you may be exposed to Broadcaster Submissions that are inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against TVU Networks with respect thereto. TVU Networks does not endorse any Broadcaster Submissions or any opinion, recommendation or advice expressed therein, and TVU Networks expressly disclaims any and all liability in connection with Broadcaster Submissions. If notified by a User or a content owner of a Broadcaster Submission(s) that allegedly does not conform to this Terms of Service, TVU Networks may investigate the allegation and determine in its sole discretion whether to remove the Broadcaster Submission(s), which it reserves the right to do at any

time and without notice. For clarity, TVU Networks does not permit copyright infringing activities on the TVU Networks Platform.

8. **Prohibited Conduct.**

BY USING THE TVU NETWORKS PLATFORM YOU AGREE NOT TO:

- 8.1 use the TVU Networks Platform for any purposes other than to disseminate or receive original or appropriately licensed content and/or to access the TVU Networks Platform as such services are offered by TVU Networks;
- 8.2 rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined in section 12, below);
- 8.3 post, upload, or distribute any defamatory, libelous, or inaccurate Broadcaster Submissions or other content;
- 8.4 post, upload, or distribute any Broadcaster Submissions or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- 8.5 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the TVU Networks Platform accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the TVU Networks Platform, or perform any other similar fraudulent activity;
- 8.6 delete the copyright or other proprietary rights on the TVU Networks Platform or Broadcaster Submissions;
- 8.7 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the TVU Networks Platform. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- 8.8 use the TVU Networks Platform for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- 8.9 defame, harass, abuse, threaten or defraud Users of the TVU Networks Platform, or collect, or attempt to collect, personal information about Users or third parties without their consent, or use the TVU Networks Platform for any commercial use, it being understood that the TVU Networks Platform is for personal, non-commercial use only;
- 8.10 use the TVU Networks Platform if you are under the age of eighteen (18) years old;
- 8.11 remove, circumvent, disable, damage or otherwise interfere with security-related features of the TVU Networks Platform or Broadcaster Submissions, features that prevent or

restrict use or copying of any content accessible through the TVU Networks Platform, or features that enforce limitations on the use of the TVU Networks Platform or Broadcaster Submissions;

8.12 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the TVU Networks Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.13 modify, adapt, translate or create derivative works based upon the TVU Networks Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or

8.14 intentionally interfere with or damage operation of the TVU Networks Platform or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code.

9. **Account.** When you use the TVU Networks Platform and/or download or purchase content or any products, services, or information from TVU Networks, you may be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to TVU Networks on registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify TVU Networks. You may be liable for the losses incurred by TVU Networks or others due to any unauthorized use of your TVU Networks Platform account.

10. **Third-Party Sites, Products and Services; Links.** The TVU Networks Platform may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). TVU Networks does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the TVU Networks Platform are solely between you and such advertiser. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

11. **Termination; Terms of Service Violations.**

11.1 TVU Networks. You agree that TVU Networks, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) you may have with TVU Networks or your use of the TVU Networks Platform and remove and discard all or any part of your account, User profile, and any Broadcaster Submission, at any time. TVU Networks may also in its sole discretion and at any time discontinue providing access to the TVU Networks Platform, or any part thereof, with or without notice. You agree that any termination of your access to the TVU Networks Platform or any account you may have or

portion thereof may be effected without prior notice, and you agree that TVU Networks will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies TVU Networks may have at law or in equity. As discussed herein, TVU Networks does not permit copyright infringing activities on the TVU Networks Platform, and will terminate access to the TVU Networks Platform, and remove all Broadcaster Submissions or other content submitted by any Users who are found to be repeat infringers. Upon termination for any reason, you agree to immediately stop using and to uninstall and/or destroy all copies of TVU Networks Applications, any accompanying documentation, and all other associated materials.

11.2 You. Your only remedy with respect to any dissatisfaction with (i) the TVU Networks Platform, (ii) any term of this Terms of Service, (iii) any policy or practice of TVU Networks in operating the TVU Networks Platform, or (iv) any content or information transmitted through the TVU Networks Platform, is to terminate this Terms of Service and your account. You may terminate this Terms of Service at any time by uninstalling all copies of the TVU Networks Applications on your computer, destroying all copies of the TVU Networks Applications in your possession, and discontinuing use of any and all parts of the TVU Networks Platform.

12. **Ownership; Proprietary Rights.** The TVU Networks Platform is owned and operated by TVU Networks. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the TVU Networks Platform provided by TVU Networks (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any Broadcaster Submissions that are provided and owned by Users, all Materials contained on the TVU Networks Platform are the property of TVU Networks or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to TVU Networks or its affiliates and/or third-party licensors. Except as expressly authorized by TVU Networks, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. TVU Networks reserves all rights not expressly granted in this Terms of Service.
13. **Indemnification.** You agree to indemnify, save, and hold TVU Networks, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the TVU Networks Platform, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. TVU Networks reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify TVU Networks, and you agree to cooperate with TVU Networks' defense of these claims. TVU Networks will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.
14. **Disclaimers; No Warranties.**

14.1 No warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TVU NETWORKS, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TVU NETWORKS OR THROUGH THE TVU NETWORKS PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 14, THE TERM TVU NETWORKS INCLUDES TVU NETWORKS' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

14.2 "As is" and "As available" and "With All Faults". YOU EXPRESSLY AGREE THAT USE OF THE TVU NETWORKS PLATFORM IS AT YOUR SOLE RISK. THE TVU NETWORKS PLATFORM AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, BROADCASTER SUBMISSIONS, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE TVU NETWORKS PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

14.3 Platform Operation and Content. TVU NETWORKS, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, BROADCASTER SUBMISSIONS, TVU NETWORKS APPLICATIONS, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE TVU NETWORKS PLATFORM OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

14.4 Accuracy. TVU NETWORKS, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE TVU NETWORKS PLATFORM OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

14.5 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE TVU NETWORKS PLATFORM OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

15. **Limitation of Liability and Damages.**

15.1 Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL TVU NETWORKS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS,

OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS ON THE TVU NETWORKS PLATFORM OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH TVU NETWORKS, EVEN IF TVU NETWORKS OR A TVU NETWORKS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, TVU NETWORKS'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

15.2 Limitation of Damages. IN NO EVENT WILL TVU NETWORKS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE TVU NETWORKS PLATFORM OR YOUR INTERACTION WITH OTHER TVU NETWORKS PLATFORM USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE TVU NETWORKS PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

15.3 Reference Sites. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN TVU NETWORKS AND RECEIVED THROUGH OR ADVERTISED ON THE TVU NETWORKS PLATFORM OR RECEIVED THROUGH ANY REFERENCE SITES.

15.4 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT TVU NETWORKS HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TVU NETWORKS, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TVU NETWORKS. TVU NETWORKS WOULD NOT BE ABLE TO PROVIDE THE TVU NETWORKS PLATFORM TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

15.5 Limitations by Applicable Law. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF

CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15.6 **Consumer End Users (Outside of the USA).** This section 15.6 applies only to Users residing and using the TVU Networks Platform outside of the United States. The limitations or exclusions of warranties and liability contained in this Terms of Service do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods for solely personal use otherwise than in the course of business outside of the U.S.A. The limitations or exclusions of warranties, remedies or liability contained in this Terms of Service apply to you to only the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

16. **Government End Users.** If the User or licensee of this commercial computer software (the TVUPlayer and/or TVU Broadcasting Application) is an agency, department, or other entity of the United States Government (the "Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of this software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulations Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

17. **Miscellaneous.**

17.1 **Notice.** TVU Networks may provide you with notices, including those regarding changes to TVU Networks' terms and conditions, by email, regular mail or postings on the TVU Networks Platform. Notice will be deemed given twenty-four hours after email is sent, unless TVU Networks is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the TVU Networks Platform. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the TVU Networks Platform is deemed given 30 days following the initial posting.

17.2 **Waiver.** The failure of TVU Networks to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by TVU Networks.

17.3 **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

17.4 **Arbitration.** For Users residing outside the United States of America and using the TVU Platform in another territory, section 17.5 (Jurisdiction) does not apply and this section 17.4 applies to you. Any dispute or claim arising out of or in connection with these Terms or your use of the TVU Networks Services shall be finally settled by binding arbitration in San Francisco, California under the Rules of Arbitration of the International Chamber of Commerce by three arbitrator(s) appointed in accordance with said rules; judgment on the

award rendered by these arbitrators may be entered in any court having jurisdiction thereof. The parties agree that this arbitration is the exclusive remedy for any disputes.

17.5 Jurisdiction. For Users residing inside the United States of America and using the TVU Platform in the United States, section 17.4 (Arbitration) does not apply and this section 17.5 applies to you. You agree that any action at law or in equity arising out of or relating to these Terms or TVU Networks will be filed only in the state or federal courts in and for Santa Clara County, California, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

17.6 Severability. If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

17.7 Assignment. These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TVU Networks without restriction. Any assignment attempted to be made in violation of this Terms of Service shall be void.

17.8 Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, sections 5, 6.5, 7, 8, 9-15, and 17.

17.9 Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

17.10 Entire Agreement. This is the entire agreement between you and TVU Networks relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by TVU Networks as set forth in Section 4 above.

17.11 Claims. YOU AND TVU NETWORKS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TVU NETWORKS PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17.12 Disclosures. The services hereunder are offered by TVU Networks, Inc., located at: [REDACTED] and email: support@tvunetworks.com. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.