



# TVI Terms of Service

Effective September 18th, 2016

## INTRODUCTION

TVI Cable™ is an online platform (the “Service”) provided by TV Interactive Corporation, (the “Company”), that acts as a portal through which video content owners (“you”) provide video content (“Content”) to the Company in order to have this Content included in mobile apps (“Apps”) published by the Company. By using the Service, you agree to be bound by the following terms and conditions (the “Terms of Service”).

The Company reserves the right to change these Terms of Service in any way and at any time at its sole discretion. It is your responsibility to review the Terms of Service so you are aware of any changes or updates. Any new features that augment or enhance the Service shall also be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. Please read the Terms of Service very carefully.

## ACCOUNT TERMS

Violation of any of the Terms of Service may result in the termination of your account without notice. The Company prohibits inappropriate, offensive and illegal conduct and content while using its Service—this includes both conduct and content while using its Service and conduct and content in any Product resulting from use of the Service. In using the Service, you understand and agree that the Company is not responsible for the content posted, shared or produced using the Service. You agree to use the Service at your own risk.

1. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
2. You must be 13 years or older to use this Service.
3. You must provide valid information for the registration process in order to access the Service.
4. You are responsible for maintaining the security of your account and password. You are solely responsible for any and all use of your account and actions taken under your account. You agree to notify the Company immediately if you believe your account has been accessed or used without your permission. You will also be responsible for the maintenance of any devices used in conjunction with your account.
5. You may not use the Service for any purposes illegal or otherwise in conflict with these Terms of Service. You must not, in the use of the Service, violate any laws in the legal jurisdiction to which you are subject



to (including but not limited to any state, local, provincial, regional, federal or international laws). Take special heed of copyright laws when using the Service.

6. You may not use Content with malicious intent or falsify, manipulate, or tamper with data related to but not limited to usage, downloads, sessions, impressions, click-throughs or other end-user generated data.

## PAYMENTS AND REFUND TERMS

Parts of the Service are not free (“Charged Service”). By selecting a Charged Service, you agree to pay the Company the fees indicated for that Charged Service. Payments will be charged upon activation of a Charged Service.

1. A valid credit card may be required.
2. Fees paid for Charged Services are non-refundable.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties in your location.
4. The Company does not and cannot guarantee approval or acceptance into an app store. If an app store denies to publish a TVapp with your Content, you may cancel your account; however, there are no refunds of payment for any Paid Service under any circumstances. The Company cannot be held accountable for any of your costs.

## DEACTIVATION AND TERMINATION

The Company may deactivate an account at your request and reserves the right, in its sole discretion, to terminate your account or access to the Service at any time, with or without notice or explanation, for any or no reason, and without liability.

1. You are solely responsible for deactivating your account by using the Company website or by contacting [support@tvi.com](mailto:support@tvi.com).
2. The Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service or that of any other service provided by the Company for any reason, at any time, with or without notice, and without any refund of monies paid. Such termination of service will result in the deactivation or termination of your account. You will no longer be able to access your account and any content stored with the Service in relation to the account.
3. The Company reserves the right to refuse service to anyone for any reason at any time. Such refusal may include, but is not limited to Content that the Company determines to be violent, obscene, or offensive; to advocate violent or illegal activity; to contain (or have the potential to



contain) any malware; or to contravene any law, statute, or ordinance; or to violate these Terms of Service; or to violate any third parties' terms of service.

## MODIFICATIONS TO THE SERVICES AND PRICES

1. The Company reserves the right at any time and from time to time to modify or discontinue—temporarily or permanently—the Service (or any part thereof) with or without notice at any time.
2. Prices of all Services, including but not limited to any monthly or annual subscription- plan fees, are subject to change at any time, with or without notice. Notice may be provided at any time by posting the changes to the Company website.
3. The Company shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service or any other related service.
4. From time to time, the Company may issue an update to the Service that may add, modify, and/or remove features. These updates may be pushed out automatically with little or no notice, although the Company may notify you in advance of an upcoming update, including details on what the update includes.

## OWNERSHIPS AND LICENSES

1. With the exception of Content provided by you, all other content and intellectual property available through the Service, including, without limitation, all software code and builds relating to Apps, all data compiled by the Company from the Service, and all information derived by the Company from such compiled data (collectively, "Product") is the proprietary property of, and is solely owned by the Company. Such Product is protected by laws relating to copyright, patent, trade secret and/or other forms of intellectual property and by other applicable laws, and the Company reserves and retains all rights with respect thereto. The look and feel of the Service is copyright of the Company. The Company hereby grants to you a non-exclusive, non-transferable, revocable, limited license to use the Service and the Product conditioned upon your adherences to the terms and restrictions set forth herein.
2. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements related to the Product without express written permission from the Company or for any other purpose not protected by fair use. You are authorized to use Product as long as you abide by these Terms of Service. You agree not to copy, alter, modify, reverse engineer, or create derivative works of the Product in any way that violates the use restrictions contained in these Terms of Service. Any unauthorized use of



the Product may violate copyright law, trademark law, or other applicable laws and regulations and will result in the termination of the license granted hereunder. Except as expressly set forth in these Terms of Service, these Terms of Service do not, and will not be interpreted or construed to, grant to you any license to any intellectual property rights or other proprietary rights.

3. Subject to the rights of the Company in the Service itself and the Product, you shall retain ownership of: all Content that you provide to the Company in connection with the Products. By using the Service, you grant to the Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Content provided by you in connection with the Products and the operation, maintenance, and optimization of the Service, and you opt-in to receive emails from the Company.
4. By using the Service, you represent and warrant that you have full right and ownership of or are otherwise legally allowed to use or license or sublicense any and all Content, marks and metadata provided by you and other material you upload to or distribute through the Service (collectively "Your Content") and that Your Content does not infringe any third party rights, including, without limitation, intellectual property rights.
5. If Your Content requires licensing or licensing fees in exchange for its use, you shall be solely responsible for securing and paying for all digital delivery licenses, mechanical licenses, any public performance licenses, synchronization licenses and any other licenses from all copyright owners (or their agents).
6. You grant the Company permission to publish Your Content in one or more App through the Service.

## TRADEMARKS

The name and mark TVI, Video App Store and any other logos, graphics, designs, web/page designs, and icons of the Company used in connection with the Service are registered or unregistered trademarks, service marks or trade dress of the Company (the "Marks"). You may use the Marks to advertise your implementation of the Service, publicize the Service or promote the Service, provided that you agree to not use the Marks in any manner that negatively affects the value of the Marks or the Company's rights therein. Without limiting the foregoing, you will not be permitted to use any of the Marks or any mark that is similar to, or likely to cause confusion with, any of the Marks as part of your company name, as part of a domain name, or as part of any trademark or service mark used by you. Your use of the Marks shall inure for the sole benefit of the Company.

You shall retain all right, title and interest in and to all of your logos, promotional graphics and related marketing designs (collectively, the "Developer Art");



provided, however, that you hereby grant to the Company a worldwide, perpetual, royalty-free, fully sublicenseable, non-exclusive license to use your art, as well as your corporate and/or trade name for purposes of marketing the Company's products and services to third parties.

## QUALITY OF SERVICE

While reasonable efforts are made to keep the Service accurate and current, the Company assumes no liability for any inaccuracies in the Service or for any damages that may result from the use of Products created by using the Service.

1. You understand and agree that your use of the Service is at your own risk and on an as-is basis.
2. The Company does not warrant that:
  - a. The Service will meet your specific requirements;
  - b. The Service will be uninterrupted, timely, secure or error-free;
  - c. The results that may be obtained from the use of the Service will be accurate or reliable;
3. The quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations and any errors in the Service will be corrected.
4. At no time is the Company obligated to issue a monetary refund, nor is it liable for damages in connection with any use of the Service or any related defect, perceived or real, in the services rendered.
5. You understand that the words and opinions of anyone using the Service are not those of the Company and the Company does not and cannot accept responsibility of such words or opinions.

## PRIVACY

Your privacy is important to the Company. Click the link provided on the Company website to view the Company's Privacy Policy, which is incorporated into these Terms of Service by this reference.

## DISCLAIMERS; WARRANTIES

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE, INCLUDING ANY CONTENT, APPLICATIONS, OR MATERIALS PROVIDED THEREUNDER, ARE PROVIDED ON AN "AS IS" BASIS AND THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT. WITHOUT LIMITING THE FOREGOING: (A) THE COMPANY CANNOT AND DOES NOT GUARANTEE ANY SPECIFIC



RESULTS FROM THE USE OF THE SERVICE AND THE COMPANY SPECIFICALLY DOES NOT MAKE ANY CLAIM OR WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY CONTENT OR ANY USER COMMUNICATION OR MESSAGE; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT APPLICATIONS, CONTENT, DATA OR MATERIALS ON THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND, ACCORDINGLY, YOU SHOULD ALWAYS EXERCISE CAUTION IN THE USE AND DOWNLOADING OR USE OF ANY SUCH APPLICATIONS, CONTENT, DATA OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISABLE OR BLOCK VIRUSES, MALWARE AND OTHER MALICIOUS CODE; (C) YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD, ACCESS OR OTHERWISE OBTAIN APPLICATIONS, CONTENT, DATA AND MATERIALS FROM THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE PHONE OR MOBILE DEVICE OR COMPUTER SYSTEM OR TV OR ANY OTHER CONSUMER ELECTRONIC DEVICE, ANY LOSS OF DATA, AND ANY OTHER DAMAGE OR HARM OF ANY KIND THAT MAY RESULT THEREFROM; (D) THE COMPANY IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY MOBILE PHONE OR MOBILE DEVICE, TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY EMAIL OR PLAYERS DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON ANY OF THE SERVICE OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S MOBILE PHONE OR MOBILE DEVICE OR COMPUTER OR TV OR ANY OTHER CONSUMER ELECTRONIC DEVICE RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SERVICE; (E) UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICE, FROM ANY USER CONTENT POSTED ON OR THROUGH THE SERVICE; AND (F) THE COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE.

TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSIONS AND DISCLAIMERS OF WARRANTIES AS SET FORTH ABOVE, SOME OR ALL OF THE ABOVE EXCLUSIONS AND DISCLAIMERS MAY NOT APPLY TO



YOU, IN WHICH CASE ALL WARRANTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS AND WAIVERS OF LIABILITY CONTAINED HEREIN WILL SURVIVE ANY TERMINATION OF YOUR ACCOUNT(S) OR ANY SERVICES. THE EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF YOUR REGISTERED USER ACCOUNT OR YOUR USE OF THE SERVICE.

#### LIMITATION OF LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOSS OF DATA, ARISING OUT OF OR RESULTING FROM, YOUR USE OF THE SERVICE, EVEN IF THE COMPANY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THE COMPANY'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED DOLLARS (100 US DOLLARS). TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSIONS AND LIMITATIONS OF DAMAGES AS SET FORTH ABOVE, SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, IN WHICH CASE THE COMPANY'S LIABILITY TO YOU WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF YOUR REGISTERED USER ACCOUNT OR YOUR USE OF THE SERVICE.

#### EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. The exclusions and limitations of liability in these Terms of Service will apply notwithstanding any failure of essential purpose of any limited remedy.

#### INDEMNIFICATION

You agree to indemnify and hold the Company and its employees, suppliers,





licensors, agents and service providers (and its and their successors, officers, directors, and employees) harmless from and against any and all claims, demands, costs, liabilities, judgment, losses, expenses and damages (including attorneys' fees) arising out of, in connection with, or related to:

1. Your use of the Service, including without limitation any problems arising from technical difficulties (including but not limited to, the transmission of computer viruses and the interruption of services), any fraudulent use of a credit card or other payment method used to purchases services, or any violation of these Terms of Service;
2. Your Content; or
3. Any data, software, services or other materials that you use in connection with your access or use of the Service, including without limitation any claim that such data, software, services, or other materials, or any part thereof, infringes, misappropriates, or otherwise violates any copyright, patent, trade secret, trademark or other legal right of any third party.

#### GOVERNING LAW AND JURISDICTION

These Terms of Service and any dispute between you and the Company will be governed by and construed in accordance with the laws of the state of California and the federal laws of the United States, and both you and the Company agree to submit to the exclusive jurisdiction of, and venue in, the state and federal courts located in Santa Clara County, California with respect to any dispute between us. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

The Company is controlled and operated in the United States, and its suppliers and licensors' offices are also in the United States. The Company makes no representation that the Service or its materials are appropriate or available for use in all locations worldwide. You are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

#### INTEGRATION AND SEVERABILITY

These Terms of Service are the entire agreement between you and the Company with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Service. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed





a waiver of any further rights hereunder.

## GENERAL CONDITIONS

1. Technical support is only available through community forums. The Company reserves the right to change the way it offers technical support at any time with or without notice.
2. You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technologies required to maintain the Service.
3. The Company may use third party services to augment or enhance its Service. The Company is not responsible for services offered by other companies and cannot be held liable for their actions, including but not limited to any resulting damages, defects or failures.
4. You must not modify, reproduce, mimic, adapt or hack the Service or modify another website so as to falsely imply or mislead that it is associated with the Company, including any other services or brands under the Company's name.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, access to the Service, or resulting Products without permission.
6. Any verbal, physical, written or other abuse (including threats of abuse or retribution) of any of the Company's customers, employees, members, or officers may result in immediate account termination. This includes abuse in any form of communication, both online or offline.
7. You may not impersonate any Company employee or suggest in any way that you are employed by the Company. You may not represent your services or product as part of the Service or mislead other users to believe you are an official extension of the Service or any Company brand.
8. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. By using the Service, you expressly consent to the Company publishing Apps with Your Content on multiple platforms and multiple mobile operating systems with multiple data carriers, even if these aforementioned entities are not available or known today.
10. You understand that any Products created with the Service are through your own volition and therefore indemnify and hold harmless the Company and all its subsidiaries, employees, and any agent acting on their behalf from any and all liabilities, claims, demands, or personal injury, including death that may be sustained, due to or relating in any way but not limited to copyright infringement, fraudulence, or trademark violation by way of



- creating and/or using of any Products created by the Service.
11. The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitute the entire agreement between you and the Company and govern your use of the Service, superseding any prior agreements between you and the Company (including but not limited to any prior versions of the Terms of Service).
  12. You understand that you are responsible for complying with the Terms of Service of any third party used to display, host or sell your Products, or any third party your Products are provided to. Any violations of a third party's Terms of Service is not the Company's responsibility and as such, the Company will not be held liable for any losses experienced or actions taken by third parties in relation to your Products.

#### QUESTIONS OR FEEDBACK

Any questions about these Terms of Service as well as feedback or suggestions should be submitted to [support@tvi.com](mailto:support@tvi.com).

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