



TVI Cable Terms of Service

Effective November 1, 2016

INTRODUCTION

These Terms govern your access to and use of TVI Cable, operated and provided by TV interactive Data Corp. ("TVI.COM"), including any TVI Cable mobile applications and websites ("TVI Cable Services" or "TVI Cable") and any videos, information, text, graphics, photos or other materials uploaded, downloaded or appearing on TVI Cable (collectively referred to as "Content"). Your access to and use of TVI Cable is conditioned on your acceptance of and compliance with these Terms. By accessing or using TVI Cable Services you agree to be bound by these Terms.

BASIC TERMS

You are responsible for your use of TVI Cable Services, for any Content you post to TVI Cable, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users and through third party services and websites. You should only provide Content you are comfortable sharing with others under these Terms. The Content you share with others may be viewed around the world, including on other services and websites.

You may use TVI Cable only if you can form a binding contract with and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using TVI Cable on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use TVI Cable only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The TVI Cable Services are always evolving and the form and nature of TVI Cable may change from time to time without prior notice to you. In addition, TVI.COM may stop (permanently or temporarily) providing TVI Cable (or any features within TVI Cable) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

PRIVACY

Our collection and use of your information is governed by the TVI Cable Privacy Statement. You understand that through your use of TVI Cable you consent to the collection and use of this information, including the transfer of this information



to the United States and/or other countries for storage, processing and use by TVI.COM. As part of providing you the TVI Cable Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the TVI Cable Services and your TVI Cable account, which you may not be able to opt-out from receiving.

ACCESS CREDENTIALS

You are responsible for safeguarding the credentials you use to access TVI Cable and for any activities or actions under your account. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your TVI.COM account or any other account that you may connect to your TVI Cable account. TVI.COM cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

CONTENT ON TVI CABLE

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may, but are not required to monitor or control the Content posted via TVI Cable and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via TVI Cable or obtained by you through TVI Cable is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via TVI Cable or endorse any opinions expressed via TVI Cable. You understand that by using TVI Cable, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will TVI.COM be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via TVI Cable or broadcast elsewhere. We work together with our community to ensure our content rules are respected. Report any content that violates our Community Guidelines.

YOUR RIGHTS

You retain your rights to any Content you submit, post or display on or through TVI Cable. In order to make TVI Cable available to you and other users, TVI.COM needs a license from you. By submitting, posting or displaying Content



on or through TVI Cable, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for TVI.COM to provide, promote, and improve TVI Cable and to make Content submitted to or through TVI Cable available to other companies, organizations or individuals who partner with TVI.COM for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

You own your Content, but this license allows us to make your Content available to the rest of the world and to let others do the same.

Such additional uses by TVI.COM, or other companies, organizations or individuals who partner with TVI.COM, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through TVI Cable.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of TVI Cable, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. TVI.COM will not be responsible or liable for any use of your Content by TVI.COM in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

YOUR LICENSE TO USE TVI CABLE

TVI.COM gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by TVI.COM as part of the TVI Cable Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of TVI Cable as provided by TVI.COM, in the manner permitted by these Terms.

7. TVI Cable Rights



All right, title, and interest in and to TVI Cable Services (excluding Content provided by users) are and will remain the exclusive property of TVI.COM and its licensors. TVI Cable is protected by copyright, trademark, and other laws of both the United States and foreign countries. TVI.COM reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding TVI.COM or TVI Cable Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

RESTRICTIONS ON CONTENT AND USE OF TVI CABLE

Please review the TVI Cable Community Guidelines (which are part of these Terms) to better understand what is prohibited on TVI Cable. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on TVI Cable, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of TVI.COM, its users and the public.

We may remove your Content or disable your account if you violate our Community Guidelines or these Terms.

You may not do any of the following while accessing or using TVI Cable: (i) access, tamper with, or use non-public areas of TVI Cable Services, TVI Cable's computer systems, or the technical delivery systems of TVI Cable's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search TVI Cable Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by TVI.COM (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with TVI.COM (NOTE: crawling TVI Cable Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping TVI Cable Services without the prior consent of TVI.COM is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use TVI Cable Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing TVI Cable Services, or



by scripting the creation of Content in such a manner as to interfere with or create an undue burden on TVI Cable Services.

COPYRIGHT POLICY

TVI.COM respects the intellectual property rights of others and expects users of TVI Cable Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, TVI Cable will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on TVI Cable is:

Copyright Agent - suport@TVI.COM.com

ENDING THESE TERMS

The Terms will continue to apply until terminated by either you or TVI.COM as follows.

You may end your legal agreement with TVI.COM at any time for any reason by deactivating your accounts and discontinuing your use of TVI Cable.

We may suspend or terminate your accounts or cease providing you with all or part of TVI Cable Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of TVI Cable Services to you is no longer commercially viable. We will make reasonable efforts to notify



you through the TVI Cable Services, or the next time you attempt to access your account, or by an email address you have provided us (if applicable).

In all such cases, the Terms shall terminate, including, without limitation, your license to use TVI Cable Services, except that the following sections shall continue to apply: 4, 5, 7, 8, 10, 11, and 12.

Nothing in this section shall affect the rights of TVI.COM to change, limit or stop the provision of TVI Cable Services without prior notice, as provided above in section 1.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

Please read this section carefully since it limits the liability of TVI.COM and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “TVI.COM Entities”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. TVI Cable Services Are Available “AS-IS”

Your access to and use of TVI Cable Services or any Content is at your own risk. You understand and agree that TVI Cable Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, TVI.COM ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

TVI.COM Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of TVI Cable or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of TVI Cable, or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by TVI Cable; (iv) whether TVI Cable will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from TVI.COM Entities or through TVI Cable, will create any warranty not expressly made herein.

B. Links



TVI Cable Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by TVI.COM Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TVI.COM ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE TVI CABLE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON TVI CABLE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM TVI CABLE; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TVI.COM ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TVI.COM, IF ANY, IN THE PAST SIX MONTHS FOR TVI CABLE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TVI.COM ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GENERAL TERMS

A. Waiver and Severability

The failure of TVI.COM to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be



limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with TVI Cable Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using TVI Cable in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

C. Entire Agreement

These Terms, the TVI Cable Community Guidelines, the TVI.COM Privacy Policy and our Privacy Statement are the entire and exclusive agreement between TVI.COM and you regarding TVI Cable Services (excluding any services for which you have a separate agreement with TVI.COM that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between TVI.COM and you regarding TVI Cable Services.

We may revise these Terms from time to time, and the most current version will always be at <http://www.tvi.com/tosTVIcable.pdf>. If the revision, in our sole discretion, is material we will notify you through TVI Cable Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 10 above. By continuing to access or use TVI Cable Services after those revisions become effective, you agree to be bound by the revised Terms.

These Terms are an agreement between you and TVI.COM, Saratoga, CA 95070 U.S.A.

QUESTIONS OR FEEDBACK



Any questions about these Terms of Service as well as feedback or suggestions should be submitted to support@tvi.com.

©2016 TV Interactive Corp., all rights reserved.