

VideoSearch.TV TERMS OF USE

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BY ACCESSING, USING OR REGISTERING FOR VIDEOSEARCH.TV, YOU ARE SIGNIFYING ELECTRONICALLY THAT YOU AGREE TO ABIDE BY THE FOLLOWING TERMS.

1. Please read these terms carefully. These terms and any supplemental terms posted on VideoSearch.TV govern your use of VideoSearch.TV (collectively, the "**Agreement**" or "**Terms**" or "**Terms of Service**"). VideoSearch.TV and its affiliates are owned by VideoSearch.TV (collectively, "**we**" or "**us**"). IN THIS AGREEMENT, YOU ARE CONSENTING TO THE TERMS OF OUR PRIVACY POLICY AND YOU AGREE TO RECEIVE NOTICES AND TERMS ELECTRONICALLY. Do not use VideoSearch.TV if you do not agree to these terms. In this Agreement, we use the term "**Content**" to mean text, all comments and other communications including chat, discussions, bulletin board, pictures, music, video, animation, software, scripts, graphics, images, audio information, interactive features, data and other content, and we use the term "**you**" to mean you and any individual or entity that uses or signs up for VideoSearch.TV.

2. We may modify this Agreement. We may modify this Agreement at any time. You agree to review this Agreement periodically so that you will be apprised of any changes and to check for any notices we may provide regarding updates to the Agreement. We post the latest version of this Agreement located at <http://www.videosearch.tv/terms.pdf>. If you continue to use VideoSearch.TV after we post or notify you about changes to the Agreement, you signify your acceptance of the new terms. If you disagree with any changes to the terms, you must discontinue your use of VideoSearch.TV before the changes take effect.

3. About the Service. VideoSearch.TV is a video search and discovery product designed for personal, entertainment and informational purposes only. Results shown on VideoSearch.TV will include links to Content hosted and served from third party websites. Some Content and some of these sites may contain materials that are objectionable, unlawful, or inaccurate. By providing access to the Content or these links does not mean that we endorse the Content, these third party sites or services. You acknowledge and agree that we are not responsible or liable to you for any Content or other materials hosted and served from these third party sites. VideoSearch.TV is a consumer service and is not designed to be used in connection with your, your employers' or contractors' commercial activities. If you choose to do so, it is entirely at your own, and your employer's or contractor's, risk.

4. Content on VideoSearch.TV. VideoSearch.TV is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is 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 VideoSearch.TV with respect thereto, and agree to defend, indemnify and hold harmless VideoSearch.TV, its parent corporation, its subsidiaries, its licensors, and their respective officers, directors, employees and agents to the fullest extent allowed by law regarding all matters related to your use of VideoSearch.TV .

5. Children and Minors. VideoSearch.TV is only available to users who are over the age of 18, or an emancipated minor, or possess legal parental or guardian consent, and are fully able to and competent to enter into and abide by the terms, conditions, obligations, representations and warranties set forth in this Agreement. **If you are under 13 years of age, you may not register for or use the VideoSearch.TV Service.**

6. Advertising. You acknowledge and agree that VideoSearch.TV is supported by advertising, and you agree that such advertising may be presented as part of the VideoSearch.TV service. Any dealings that you have with advertisers found on VideoSearch.TV are between you and the advertiser, and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

7. Registration. We and our affiliates may provide certain interactive or communications online services that may require you to obtain log-in and password credentials ("**User IDs**"). Registration for User IDs may be subject to separate terms and conditions, which you understand and agree, will govern your use of such User IDs when you access VideoSearch.TV and/or services offered by our affiliates.

8. Personal Information, Data Protection. Our policy statement regarding data collection and protection located at <http://www.videosearch.tv/privacy.pdf> ("**Privacy Policy**") explains the practices that apply to your information when you use VideoSearch.TV. Your ongoing use of VideoSearch.TV signifies your consent to the information practices disclosed in our Privacy Policy. You consent to the transfer of this information to and within the United States of America or such other countries as we may disclose from time to time for processing and storage by us. Additionally, you agree that we may use your User ID to authenticate you on any service provided by us or our affiliates.

9. Your Responsibilities. VideoSearch.TV is for your personal use only. You are responsible for all activities under your account, including all legal liability incurred from the use of your account by you or others.

As a condition of use, you agree not to use VideoSearch.TV for any purpose that is unlawful. You agree to abide by all applicable local, state, national and international laws and regulations, including, without limitation, all intellectual property laws (such as, U.S.

copyright laws). Any unauthorized use of the VideoSearch.TV Service is expressly prohibited.

By way of example, and not as a limitation, you agree not to (a) take any action or (b) post, submit or otherwise distribute or facilitate distribution of any Content using any communications service or other service available on or through the VideoSearch.TV Service, that: i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; or ii. is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, pornographic or obscene, or promotes hate or incites violence; or iii. misrepresents the source or identity of any content; or iv. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming") or a chain letter, a pyramid scheme or any other similar solicitation; or v. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of VideoSearch.TV or any third party; or vi. impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of VideoSearch.TV; or vii. constitutes an offer, for sale or otherwise, of any firearms, explosives, weapons, tobacco products, controlled substances, pharmaceuticals, counterfeit or stolen articles, registered or unregistered securities or any items that would cause VideoSearch.TV to violate any applicable law or regulation.

You agree that we may take any legal and technical remedies to enforce this Agreement, including without limitation, immediate termination of your account or access to any VideoSearch.TV service if we believe in our discretion you are violating this Agreement.

10. No Spam. You may not use VideoSearch.TV to harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use VideoSearch.TV to violate the terms of this section. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining within our computer or communications networks.

11. Monitoring; violations. We have no duty to monitor or pre-screen Content on VideoSearch.TV. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material. Violation of this may result in actions, without warning, that range from removal of Content, to suspension of access, to deletion of your User ID and account, to legal action in our sole discretion.

12. Proprietary Rights. As between you and VideoSearch.TV, VideoSearch.TV, its affiliates, parent, licensors, suppliers, and various Content owners, own the property rights to VideoSearch.TV and any Content offered through VideoSearch.TV. VideoSearch.TV and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security

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- c. to use your Content for and in connection with advertising, promotional or commercial purposes, including without limitation, the right to publicly display, perform, reproduce and distribute Your Content in any media format or medium and through any media channels.

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14. Procedure for making claims of copyright infringement. We respect the right of copyright holders. If you believe that your work has been copied and is accessible on VideoSearch.TV in a way that constitutes copyright infringement, please follow the instructions on how to contact us to report possible copyright infringement.
<http://www.videosearch.tv/copy.pdf>

15. Equipment and access. You must provide at your own expense the equipment and Internet connections that you will need to access and use VideoSearch.TV. If you are accessing VideoSearch.TV through a telephone line, please call your local phone company to determine if the access numbers you select are subject to long distance or other toll charges at your location. Also, if you elect to use your wireless applications (such as cell phones, wifi connections) to use certain VideoSearch.TV features, including any VideoSearch.TV mobile applications, your wireless carrier may charge standard fees for alerts, text messaging (including receiving/sending instant messages and e-mail), web browsing and other services that require the use of airtime and wireless data services.

Check with your carrier to verify whether there are any such fees that may apply to you. You are solely responsible for any costs you incur to access VideoSearch.TV through any wireless or other communications service. If you register to use any VideoSearch.TV mobile applications, you agree that we may communicate with you regarding VideoSearch.TV by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the mobile services may be communicated to us.

16. Use of software. We may make software available for you to download or use. Such software will be subject to the terms of the license agreement that accompanies it. If there is no license agreement presented to you with the software, then the terms in this Section 15 shall govern your use of such software. We grant you a personal, non-exclusive, non-transferable, limited license to install the software on any single computer. The software is protected by copyright and other intellectual property laws and treaties and is owned by us or our suppliers. You may not sell or redistribute the software. You may not incorporate it or any portion of it into another product. You may not reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You may not modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You may not authorize or assist any third party to do any of the things prohibited in this section. We may automatically check your version of the software and update it to improve its performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

17. Export regulations concerning applications. VideoSearch.TV and its applications and software ("**Applications**") are subject to export and import laws, regulations, rules and orders of the United States and foreign nations. You must comply with these laws that apply to the Applications. You may not directly or indirectly export, re-export, transfer, or release the Applications, any other commodities, software or technology received from us, or any direct product thereof, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government.

18. DISCLAIMER OF WARRANTY; AS IS. WE PROVIDE VIDEOSEARCH.TV "AS IS" AND WITH ALL FAULTS. YOU ARE USING VIDEOSEARCH.TV AT YOUR OWN RISK. WE, OUR LICENSORS AND DISTRIBUTORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT VIDEOSEARCH.TV IS FREE OF DEFECTS AND ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT ALL DATA WILL BE SUCCESSFULLY OR SECURELY UPLOADED AND STORED ON VIDEOSEARCH.TV, OR THAT IT WILL MEET YOUR REQUIREMENTS. WE DISCLAIM THE IMPLIED WARRANTIES THAT VIDEOSEARCH.TV IS MERCHANTABILITY, OF SATISFACTORY QUALITY, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT, UNLESS

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19. LIMITATION OF LIABILITY. WE, OUR LICENSORS AND DISTRIBUTORS HAVE NO LIABILITY WITH RESPECT TO YOUR USE OF VIDEOSEARCH.TV. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR PARENT, AFFILIATES, DIRECTORS, EMPLOYEES, DISTRIBUTORS, LICENSORS, SUPPLIERS, PARTNERS, AGENTS OR RESELLERS (COLLECTIVELY, THE "VIDEOSEARCH.TV GROUP") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE VIDEOSEARCH.TV, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, CORRUPTION OF DATA, COMPUTER FAILURE OR MALFUNCTION. YOUR SOLE REMEDY WITH RESPECT TO ANY DISPUTE WITH US OR VIDEOSEARCH.TV IS TO CANCEL YOUR USE OF VIDEOSEARCH.TV.

20. Termination. We may cancel or suspend your access to VideoSearch.TV or your User ID account immediately, without notice, for any reason, including without limitation, if there has been a violation of this Agreement. Your right to use VideoSearch.TV will end once your services are cancelled or terminated, and any data you have stored on VideoSearch.TV, if any, may be unavailable later.

21. Indemnification. Upon a request by us, you agree to defend, indemnify, and hold harmless us and our parent and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of VideoSearch.TV arising out of the contents you submit, e-mail, transmit or make available through VideoSearch.TV, your violation of these Terms of Service, or your violation of any rights of another user of VideoSearch.TV. YOU RECOGNISE THAT IN MANY JURISDICTIONS, PUBLISHING OF CERTAIN TYPE OF MATERIAL INVITES CRIMINAL SANCTIONS. YOU ACKNOWLEDGE THAT YOU ALONE SHALL PERSONALLY BE RESPONSIBLE FOR SUCH CRIMINAL SANCTIONS, SHOULD THEY BE IMPOSED. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

22. International use. We make no representation that VideoSearch.TV is appropriate or available for use in the country, geographic area or jurisdiction where you are located, and accessing VideoSearch.TV from territories where the Content accessed via the VideoSearch.TV services may be illegal or is prohibited. You are responsible for compliance with local laws when you access and use VideoSearch.TV.

23. Electronic transactions and notices. You understand and agree that VideoSearch.TV is an online service and that we transact with our customers electronically. Your affirmative act of accessing and using VideoSearch.TV constitutes your acceptance to the terms of this Agreement. This Agreement shall have the same force and effect as an agreement in writing. You further agree to receive all required notices ("Notices") from us electronically. WE MAY PROVIDE NOTICES TO YOU ELECTRONICALLY (1) VIA THE E-MAIL IF YOU HAVE PROVIDED US OR (2) BY POSTING THE NOTICE ON A WEBSITE DESIGNATED BY US FOR THIS PURPOSE. The delivery of any Notice is effective when sent or posted by us, regardless of whether you read the Notice or actually receive delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of VideoSearch.TV.

24. Injunctive relief. You acknowledge and agree that, notwithstanding any other provisions of this Agreement, your breach or threatened breach of this Agreement shall cause us irreparable damage for which recovery of money damages would be inadequate and that we, therefore, may obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.

25. No support. We have no obligation to provide support services for VideoSearch.TV, although we may do so in our sole discretion.

26. Miscellaneous. (a) This Agreement constitutes the entire agreement between you and us concerning the subject matter of this Agreement, which may only be modified by us. (b) If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent as nearly as practicable, and the remaining portions remain in full force and effect, or we may at its option instead terminate this Agreement. (d) The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (f) You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. We may assign this Agreement to any entity at its sole discretion. (g) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. (h) Neither party shall be in default or be liable for any delay, failure in performance or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. (i) Sections 8-12, 14, 15 and 19 through 25 shall survive expiration or termination of this Agreement.