**TELLYVIZION**

**Terms and Conditions of Use for Our Service**

**1. Your Acceptance:** By using or visiting our website or any of our products, software, data feeds, and services provided to you on, from, or through the TELLYVIZION website (collectively the "**Service**"), you signify your agreement to (1) these terms and conditions (the "**Terms of Service**") and (2) our privacy policy (below). If you do not agree to any of these terms, please do not use the Service. We suggest that you periodically review these Terms of Service for their most up-to-date versions. We may, in our sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

**2. Service:** These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. “**Content**” includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of TELLYVIZION, including but not limited to all products, software and services offered via the TELLYVIZION website. The Service may contain links to third party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve us from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

**3. TELLYVIZION Profiles:** In order to access some features of the Service, you will have to create a TELLYVIZION profile. You may never use another's profile without permission. When creating your profile, you must provide accurate and complete information. You are solely responsible for the activity that occurs on or through your profile, and you must keep your profile password secure. You must notify us immediately of any breach of security or unauthorized use of your profile. Although we will not be liable for your losses caused by any unauthorized use of your profile, you may be liable for the losses of TELLYVIZION or others due to such unauthorized use.

**4. General Use of the Service—Permissions and Restrictions:** TELLYVIZION hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that (a) you agree not to distribute in any medium any part of the Service or the Content without our prior written authorization, unless we make available the means for such distribution through functionality offered by the Service (implied consent), (b) you agree not to alter or modify any part of the Service, or (c) you agree not to access Content through any technology or means other than the functionality of the Service itself or other explicitly authorized means we may designate. You agree not to use the Service for any of the following commercial uses, unless you obtain our prior written approval (d) the sale of access to the Service, (e) the sale of advertising, sponsorships, or promotions placed on or within the Service or Content or (f) the sale of advertising, sponsorships, or promotions on any page of our website containing Content delivered via the Service. Prohibited commercial uses do not include (g) uploading a pre-authorized, original video to TELLYVIZION (see the authorization terms specifically governing the uploading of Content) or (h) any use that we expressly authorize in writing. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the TELLYVIZION servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including Profile names, from the Service, nor to use the any systems provided by the Service (e.g., comments, email) for any unauthorized commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content. In your use of the Service, you will comply with all applicable laws. We reserve the right to discontinue any aspect of the Service at any time.

**5. Your Use of Content:** In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content. The Content on the Service, and the trademarks, service marks and logos ("**Marks**") on the Service, are owned by or licensed to us, subject to copyright and other intellectual property rights under the law. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a “download” or similar link displayed by us on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of . TELLYVIZION and its licensors reserve all rights not expressly granted in and to the Service and the Content. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that we are 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 us with respect thereto, and, to the extent permitted by applicable law, agree to indemnify, defend and hold harmless TELLYVIZION, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

**6. Your Content and Conduct:** As a TELLYVIZION Profile holder, you may submit Content to the Service, including videos and user comments, subject to the additional terms and conditions that may govern such submissions. You understand that we do not guarantee any confidentiality with respect to any Content you submit. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to us all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service. For clarity, you retain all of your ownership rights in your Content. By submitting Content to us, you hereby grant TELLYVIZION a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and our (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that we may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant us all of the license rights granted herein. We do not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with Content. We do not permit copyright infringing activities and infringement of intellectual property rights on the Service, and we will remove all Content if properly notified that such Content infringes on another's intellectual property rights. We reserve the right to remove Content without prior notice.

**7. Profile Termination Policy:** We will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer. We reserve the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, unreasonable obscenity, or excessive length. We may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's Profile for submitting such material in violation of these Terms of Service.

**8. Digital Millennium Copyright Act:** If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our DMCA Agent (info below) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) 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 the service provider to locate the material; (d) information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; (e) a statement 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 (e) 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 owner of an exclusive right that is allegedly infringed. You may direct copyright infringement notifications to our DMCA Agent at email: [copyrightclaims@tellyvizion.com](mailto:copyrightclaims@tellyvizion.com) or fax: 855-614-1111. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent (f) your physical or electronic signature; (g) identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (h) a statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (i) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the DMCA Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

**9. Warranty Disclaimer:** YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, TELLYVIZION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR 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 THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**10. Limitation of Liability:** IN NO EVENT SHALL TELLYVIZION, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT TELLYVIZION SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. The Service is controlled and offered by us from our facilities in the United States of America. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**11. Indemnity:** To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless TELLYVIZION, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service; (b) your violation of any term of these Terms of Service; (c) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (d) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

**12. Ability to Accept Terms of Service:** You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service.

**13. Assignment:** These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

**14. Privacy:** When using our website, you are trusting us with your information. We collect information to provide better services to all of our users and the information we collect includes: (a) information you give us and (b) information we get from your use of our services. Information we may collect when you visit our website may be associated with your Profile. When information is associated with your Profile, we treat it as personal information. We, for example, may also use your information to offer you specific content and other offerings. When you contact us, we may keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services. We use information collected from cookies and other technologies to [improve your user experience](https://www.google.com/policies/privacy/example/improve-your-user-experience.html) and the overall quality of our services. We intend to ask for your consent before using information for a purpose other than what we think we have not informed you prior, but we will not be deemed in breach of any obligation to you if we inadvertently fail to do so. Remember that when you share information publicly, it may be indexable by search engines. If your information is wrong or changes, we suggest that you update it as soon as you can. When updating your personal information, we may ask you to verify your identity before we can act on your request. Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our servers, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems. We do not share personal information with companies, organizations and individuals unless (c) we have at least your implicit consent, (d) for external processing by a trusted business, or (e) for legal reasons.  [We may share](https://www.google.com/policies/privacy/example/we-may-share.html) [non-personally identifiable information](https://www.google.com/policies/privacy/key-terms/#toc-terms-info) publicly and with others. If we are involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and will endeavor to give affected users notice before personal information is transferred or becomes subject to a different privacy policy. For clarity, our privacy policy does not cover the information practices of other companies and organizations. Although our privacy policy may change from time to time, we will not reduce your rights under the privacy policy without your explicit consent.

**15. General:** You agree that: (a) the Service shall be deemed solely based in New York; and (b) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than New York. These Terms of Service shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. Any claim or dispute between you and TELLYVIZION that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in New York, New York. These Terms of Service and any other legal notices published by us on the Service, shall constitute the entire agreement between you and TELLYVIZION concerning the Service (except in cases where additional terms and conditions may be applicable in the operation or function of a specific portion of the Service). If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. We reserve the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND TELLYVIZION AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Dated: April 7, 2017