This Terms of Service covers https://glimesh.tv/, including all subdomains (“Sites”) and Glimesh’s other products, services or any other features, technologies, or functionalities offered by us on our Sites or through any other means (collectively, “Services”). Glimesh provides, among other things, a live streaming platform for content creators to play, make, share, teach, and otherwise create media and content for their communities. Any reference to "you" refers to you, the user of the site and to your account.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will notify you through either the Site user interface, an email notification, or other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain components of the Services, you will be subject to any additional terms, policies, rules, or guidelines applicable to the Site or such components of the Site that may be posted on the Site from time to time, including, without limitation, the Privacy Policy located glimesh.tv/about/privacy. All such terms are hereby incorporated by reference into these Terms of Service.

Any failure of Glimesh to enact upon any right or provision in these terms of service does not constitute a waiver of those rights or a permission to perform actions that violate these terms of service.

## Access and Use of the Site

### Your Registration Obligations

You may be required to register with Glimesh in order to access and use certain features of the Site. If you choose to register, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Site’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to register to use the Services.

### Bans

#### Channel Bans

Any user that has been banned by a streamer or moderator from a channel may no longer view or interact with said channel/streamer in their respective channel. Any attempt to circumvent your ban will result in further actions against your account(s). Channel bans are at the discretion of the streamer and can not be appealed to Glimesh Staff.

#### Platform Bans

Any user who has been banned from the platform by a Glimesh Team Member may no longer use the site. Attempts to circumvent a ban will result in appropriate action being taken. Bans are at the discretion of Glimesh Team Members. Anyone who has been banned from the platform will be informed of the length of ban as well as the reason, with our evidence available upon request.

Please contact support@glimesh.tv for any questions related to a ban.

### Member Account, Password and Security

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Glimesh of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Site (as defined as Glimesh.tv and all related subdomains). Glimesh will not be liable for any loss or damage arising from your failure to comply with this Section.

### Modifications to Site

Glimesh reserves the right to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that Glimesh will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

### General Practices Regarding Use and Storage

You acknowledge that Glimesh may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on Glimesh’s servers on your behalf. You agree that Glimesh has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Site. You acknowledge that Glimesh reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Glimesh reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## Conditions Of Use

### User Conduct

In addition to any applicable guidelines or policies that may govern specific components of the Site, you agree to comply with the following conditions in using the Site. You are solely responsible for all video, images, information, data, text, software, music, sound, photographs, graphics, messages, or other materials (“content”) that you upload, post, publish, or display (hereinafter, “upload”) or send or otherwise transmit via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by Glimesh. Glimesh reserves the right to investigate and take appropriate legal action against anyone who, in Glimesh’s sole discretion, violates this provision, including without limitation, removing the offending content from the Site, suspending or terminating the account of such violators, and reporting you to the law enforcement authorities. You agree to not use the Site to:

* send or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Glimesh, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Glimesh or its users to any harm or liability of any type;
* interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
* violate any applicable local, state, national, or international law or any regulations having the force of law;
* impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
* solicit personal information from anyone under the age of 18;
* harvest or collect email addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
* advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
* further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
* obtain or attempt to access or otherwise obtain any materials or information through any

#### Off Glimesh Content

Glimesh is a global community, and as such we all play an important part in our image, our future, and the brand. If we become aware, are made aware, or are informed of hateful, illegal, immoral, or other practices conducted by a person that would violate the Terms of Service or other laws, whether on the site, off the site, in a public space, or shared via online communication, we reserve the right to deny them use of our services, site, and Glimesh related content. Any action taken in this manner is to protect our community as a whole and is it at the discretion of the Glimesh Staff.

#### Intellectual Property Rights

##### Site Content, Software, and Trademarks

You acknowledge and agree that the Site may contain content or features (“Site Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Glimesh, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Site or the Site Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Site. In connection with your use of the Site you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Glimesh from accessing the Site (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Site or the Site Content other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by Glimesh.

The Glimesh name and logos are trademarks of Glimesh. Other trademarks used and displayed via the Site may be trademarks of their respective owners who may or may not endorse or be affiliated with or connected to Glimesh. Nothing in this Terms of Service or the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Glimesh trademarks displayed on the Site, without our prior written permission in each instance. All goodwill generated from the use of Glimesh trademarks will ensue to our exclusive benefit.

##### Third Party Material

Under no circumstances will Glimesh be liable in any way for any content or materials of any third parties, including, but not limited to, for 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 such content. You acknowledge that Glimesh does not pre-screen content, but that Glimesh and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Site. Without limiting the foregoing, Glimesh and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Glimesh, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

##### User Content Transmitted Through the Site

With respect to the content or other materials you upload through the Site or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title, and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Glimesh and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content for any Glimesh-related purpose in any form, medium, or technology now known or later developed. You will not hold Glimesh responsible for any unauthorized transmission of your content and you acknowledge that you are responsible for filing any copyright claims against any unauthorized transmission of your content.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Site (“Submissions”) provided by you to Glimesh are non-confidential and Glimesh will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, without acknowledgment or compensation to you.

Without limiting the foregoing, you acknowledge and agree that Glimesh may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Glimesh, its users and the public. You understand that the technical processing and transmission of the Site, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You as a streamer, viewer, contributor, volunteer, or anything involved with Glimesh agree that you will not steal ideas, creative material, or violate copyrighted material. Music that you don’t have permission to use is protected by a law referred to as DMCA (Digital Millennium Copyright Act). Any media you use you must own a license for use, the media is royalty free, or is being used under fair use. Please contact [legal@glimesh.tv](mailto:legal@glimesh.tv) with any questions.

##### Copyright Complaints

Glimesh respects the intellectual property of others and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Glimesh of your infringement claim in accordance with the procedure set forth below.

Glimesh will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. You may email Glimesh to submit notification of claimed copyright infringement at legal@glimesh.tv

##### Copyright Infringement Claims

To be effective, the notification must be in writing and contain the following information:

* an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
* a description of the copyrighted work or other intellectual property that you claim has been infringed;
* a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
* your address, telephone number, and email address;
* a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
* a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

##### Counter-Notice

If you believe that your User 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 upload and use the content in your User Content, you may send a counter-notice containing the following information to legal@glimesh.tv:

* your physical or electronic signature;
* 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;
* 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
* your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Allegheny County of Pennsylvania 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 Copyright Agent, Glimesh will 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 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 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

##### Repeat Infringer Policy

In accordance with the DMCA and other applicable law, Glimesh has adopted a policy of terminating, in appropriate circumstances and at Glimesh’s sole discretion, users who are deemed to be repeat infringers. Glimesh may also at its sole discretion limit access to the Site and/or terminate the registrations of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### Commercial Use

Unless otherwise expressly authorized herein or in the Site, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any portion of the Site, use of the Site, or access to the Site. The buying, exchanging, selling, and/or promotion (commercial or otherwise) of views, interactions, submissions, accounts (or any aspect of your account or any other account), and/or content is strictly prohibited, constitutes a material breach of these Terms of Service, and could result in legal liability.

#### Prohibited Content

In the user conduct agreement this portion of the TOS this is what items are prohibited. The purpose of this section is to highlight these things and emphasize them.

* (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically, or otherwise objectionable; or (vii) in the sole judgment of Glimesh, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Glimesh or its users to any harm or liability of any type;
* interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
* violate any applicable local, state, national or international law, or any regulations having the force of law;
* impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
* solicit personal information from anyone under the age of 18;
* harvest or collect email addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
* advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
* further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
* obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Site

##### Harmful, threatening, abusive, ect…

This includes any content that is harmful to animals, to people, to people groups. This includes racial slurs, sexist statements, and abusive talk towards an individual. Our number one rule at Glimesh is to be excellent to one another. Telling someone to, “go kill themselves, you shouldn’t have been born, no one likes that person”, are all harmful and not being excellent to each other. Harmful content though may also include harmful to themselves. Suicidal speech, excessive inebriation, and excessive or illegal use of drugs is harmful against themselves. This is not limited to your speech only but includes music you may listen to, games you may play, or videos you might watch. Be mindful of what and how you stream.

##### Defamatory, libeous, Invasive of Privacy

Content that’s sole purpose is to spread misinformation about a viewer or streamer is not allowed. Purposely defaming someone is not excellence to one another and will not be tolerated. Also content that is invasive of privacy is not allowed, including but not limited to doxxing, revealing personal information in stream or in chat, or sharing someone's private information without their permission. If you feel that your information has been shared without your permission, or feel that another’s information is being shared without their permission please reach out to [support@glimesh.tv](mailto:support@glimesh.tv)

##### Nudity, Pornographic, Vulgar, or Obscene

Any content that is primarily focused on suggestive sexual themes, nudity, sexual violence, or is sexually innapropriate per the standard of Glimesh Staff is not allowed on Glimesh. This applies to not only your stream content, but also your profile picture, pictures on your profile, or links that are on your profile. It also pertains to the music you listen to, the videos you watch, what you might wear, or the way you might act. Incidental (pertains to a story line) nudity in games is permitted as long as it is not the primary focus of the game and not the primary focus of your content. Any modifications to a game to add nudity or sexual content are not permitted. If a game contains sexual violence or other sexual content the streamer must make their best effort to skip or mod out those portions of a game. Any content containing sexual elements directed toward, related to, or containing minors is strictly prohibited. You will be held responsible for all content that is on your stream so please stream responsibly.

### Community Rules

These are Glimesh's rules on some common hot topics in the community. These have been separated to help them be easier to find information on these topics.

#### Mature Content

Streams that would contain mature content must be marked with an 18+ tag content tag. Mature content is anything in these categories:

* Body Art that requires the artist to be undressed
* Sleeping Streams
* Games containing brief nudity

You must be 18+ years of age to stream these categories. By using these tags you are agreeing that you are over 18 years old.

#### Body Art

Body Art is any art where the body is the canvas. Body art that does not expose the bare chest, back, torso, or pelvic area is permitted without an 18+ tag.

Body art that requires the streamer to be undressed and would expose the chest, torso, back, or pelvic area would need to abide by the following rules

* Must be labeled with an 18+ tag
* Nipples and areola must always be fully covered and not visible during stream
* Nipple coverings cannot be props and must be discreet.
* The buttocks and genitals must always be covered.

Any body art stream that exposes the chest, torso, back, or pelvic area must be dedicated only to the art being created and must be categorized in the art section. Any change in the theme of the stream should follow standard TOS guidelines.

Taking a break is permitted and expected. We don't want you to feel like you need to stream a full project in one sitting. If you take a break please have an indication on the stream that you are on break and a timer showing how long you are on break for. For every 3 hours of streaming you can take a total of 30 minutes in break spread out however you decide. While on break please try to expose less of yourself through camera framing, overlays, through clothing, or through some other covering. If you need to take a longer break please switch your stream to a different category and please follow standard TOS rules.

#### Art

Art cannot contain nudity in any form. While we understand that there are times that artists desire to have nudity in their art, we aren’t able to support that at this time. We are exploring ways that we can viably and safely as a platform allow nudes in art and remain fair to the whole community.

Art may not contain symbols that would be associated with hate or suggest hateful actions. Art should not suggest or encourage harmful, hateful, or illegal acts.

#### Streamers Responsibility

As a streamer it is your responsibility to ensure your stream, emotes, and content remains compliant with the TOS. Inaction towards TOS violations will result in a ban. For example if you are in a game and someone starts using racial slurs you as a streamer are expected to mute them or request that they stop. This goes for your chat as well and it is the responsibility of you to ensure that your chat stays TOS compliant. Doing nothing about an issue is the same as partaking in that issue. Please make sure that when TOS issues arise that you do the right thing and correct the issue.

#### Adult Substances

Drinking and smoking are allowed on Glimesh in moderation. Excessive drinking and smoking will be considered harmful behavior and will result in disciplinary actions. Excessive drinking and smoking would be getting drunk and high beyond the point of self control and reason. Also excessive drinking and smoking would be any drinking or smoking that results in concern from the community through reporting. Games encouraging the streamer to drink and smoke for subscriptions, follows, or other rewards is not permitted.

All drinking and smoking must stay within your localities laws. Illegal drugs are not allowed. Underage substance use is not allowed.

#### DMCA, Copyrights, Fair Use

All content must follow and abide by proper DMCA laws, Copyright Laws, and Fair Use laws. Please see the Intellectual Property Rights section for more information regarding these issues.

#### AFK, 24/7, or VOD Streams

AFK and 24/7 streams are allowed on Glimesh. Keep in mind your responsibility as a streamer to moderate your channel. You will be held responsible for whatever happens even if you are not there in the stream.

#### Changes To User Information

Glimesh reserves the right to modify, change, remove, or replace any information or content on any user's account without notice or consent. This includes everything related to the user on the Site. This is in place to better serve the community through moderation, support, and safety.

## Third Party Websites

The Site may provide, or third parties may provide, links or other access to other sites and resources on the Internet or to third party applications. Glimesh has no control over such sites, resources or applications and Glimesh is not responsible for and does not endorse such sites, resources or applications. You further acknowledge and agree that Glimesh will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such sites, resources or applications. Any dealings you have with third parties found while using the Site are between you and the third party, and you agree that Glimesh is not liable for any loss or claim that you may have against any such third party.

## Indemnity and Release

You agree to release, indemnify, and hold Glimesh and its affiliates and their officers, employees, directors, and agents harmless from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Site or any related information, any User Content, or the results thereof, your violation of these Terms of Service, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## Disclaimer of Warranties

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. GLIMESH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

GLIMESH MAKES NO WARRANTY THAT (I) THE SITE WILL MEET YOUR REQUIREMENTS, (II) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE.

## Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GLIMESH WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GLIMESH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SITE OR ANY RELATED INFORMATION; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY (INCLUDING USERS) ON THE SITE; OR (IV) ANY OTHER MATTER RELATING TO THE SITE. IN NO EVENT WILL GLIMESH’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS ($100).

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 SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE.

WITHOUT LIMITING THE FOREGOING, IF YOU ARE A USER FROM NEW JERSEY, THE ‘DISCLAIMER OF WARRANTIES’ AND ‘LIMITATION OF LIABILITY’ SECTIONS ABOVE ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER NEW JERSEY LAW. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER NEW JERSEY LAW, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

## Termination

You agree that Glimesh, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Site and remove and discard any content within the Site, for any reason, including, without limitation, for lack of use or if Glimesh believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Site, may be referred to appropriate law enforcement authorities. Glimesh may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Glimesh may (but has obligation to) immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Site. Termination of your account or access to any component of the Site will not terminate Glimesh’s rights to your User Content. Further, you agree that Glimesh will not be liable to you or any third party for any termination of your access to the Site.

### User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Site and Glimesh will have no liability or responsibility with respect thereto. Glimesh reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Site.

### General

These Terms of Service constitute the entire agreement between you and Glimesh and govern your use of the Site, superseding any prior agreements between you and Glimesh with respect to the Site. These Terms of Service will be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Glimesh agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Allegheny County, Pennsylvania. The failure of Glimesh to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Glimesh, but Glimesh may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Site may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Site.

## Questions? Concerns?

Please contact us at legal@glimesh.tv to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Site.