

FREEDOM TV+ TERMS OF USE

These Terms of Use govern your use of this website (“Freedom TV+ Websites”), which is operated by or for Above & Beyond Studios, Inc., (“Freedom TV+” or “us”) and which links to these Terms of Use. These Terms of Use are applicable to such use whether you possess or create a Freedom TV+ Account through or on the Freedom TV+ Websites. Websites that do not contain a link to these Terms of Use are not subject to the terms described below.

By accessing or using the Freedom TV+ Websites, you acknowledge that you understand and agree to be bound by these Terms of Use. If you do not understand or agree to be bound by these Terms of Use, do not access or use the Freedom TV+ Websites. Please note that when you create an end user online profile and billing account (“Freedom TV+ Account”) on Freedom TV+ Websites, you are additionally subject to the Freedom TV+ Account Terms and Conditions, which also govern your use of the Freedom TV+ Channel Store (“Account Terms”).

If you have enrolled in the producer program on the Freedom TV+ Websites, you are additionally subject to the terms of use governing such producer program, including but not limited to, the Influencer Agreement and the Vendor Agreement (collectively, “Freedom TV+ Terms of Use”). If you download any Freedom TV+ mobile or TV application and any updates thereto (“Mobile App”), you are additionally subject to the terms of use governing such Mobile and TV App. If you link a device to your Freedom TV+ Account, you may be asked to agree to a separate end user license agreement (“EULA”) for that device. To the extent you have a Freedom TV+ Account and a conflict arises between these Terms of Use and your Account Terms, the Account Terms shall govern. To the extent there is a conflict between the Developer Terms of Use and these Terms of Use, the Developer Terms of Use shall control.

CHANGES TO THESE TERMS OF USE

We reserve the right to modify these Terms of Use, in whole or in part, in our own discretion at any time. Such modifications shall be effective immediately upon the linking of modified Terms of Use to the Freedom TV+ Websites.

PRIVACY POLICY AND USE OF DATA

Freedom TV+'s privacy policy, available at the link below ("Privacy Policy"), explains Freedom TV+'s policies regarding the collection, use, transmission and disclosure of information provided by or collected from you via your Freedom TV+ Account, the devices linked to it, and/or the Freedom TV+ Websites. By agreeing to be bound by these Terms of Use, you are agreeing that you have read and understood the collection, use, transmission and disclosure of your information as described in the Privacy Policy. You should review the Privacy Policy before using the Freedom TV+ Websites. The policies and other content of the Freedom TV+ web pages may be changed by Freedom TV+ in its sole discretion, without notice to you.

Visit <https://www.freedomtvplus.com/media> to view the Privacy Policy.

INTELLECTUAL PROPERTY

All text, graphics, user interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code, and other materials contained on the Freedom TV+ Websites (collectively, "Content") are owned, controlled, or licensed by or to Freedom TV+ and Above & Beyond Studios, Inc., and is protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights and laws. No license to or right in any such Content is granted to or conferred upon you, and all rights are reserved by Freedom TV+ or its licensors. Except as expressly provided in these Terms of Use, you agree not to use, modify, copy, reproduce, republish, upload, post, transmit, distribute, sell, license, rent, publicly display or perform, edit, adapt or create a derivative work of, in any manner, any Content or any other part of the Freedom TV+ Websites, without Freedom TV+'s express prior written consent.

Notwithstanding the above, you may view, use, download, and print selected portions of the Freedom TV+ Websites solely for your own personal, non-commercial, informational

use, provided that you do not republish the Content and that you keep intact all copyright, trademarks, service marks, attributions, patent, and other proprietary notices.

Freedom TV+ Trademark Guidelines

All Freedom TV+ trademarks are the exclusive property of Freedom TV+. Unauthorized use of any Freedom TV+ trademark, service mark, or logo may be a violation of federal and state and applicable foreign trademark laws.

Visit <https://www.freedomtvplus.com/media> to view the Freedom TV+ Trademark Guidelines.

Procedure for Claims of Copyright Infringement

If you believe in good faith that your copyright (or other intellectual property rights) has been infringed on the Freedom TV+ Websites or that there is any content which is illegal or infringes your or a third party's rights, please follow our DMCA Claims Regarding Copyright Infringement Policy at <https://www.freedomtvplus.com/media>.

PURCHASES

You may be able to purchase products or services through the Freedom TV+ Websites in certain countries. In such case, you may be asked to supply certain information in connection with such purchase, including, but not limited to, your credit card number or other payment account number, your billing address, and your shipping information ("Personal Financial Information"). **TO INITIATE A PURCHASE, YOU MUST BE (A) AT LEAST EIGHTEEN (18) YEARS OF AGE, OR THE AGE OF MAJORITY IN YOUR COUNTRY; AND (B) HAVE THE LEGAL RIGHT TO USE THE PAYMENT MEANS SELECTED BY YOU.** By supplying your Personal Financial Information, you understand that we may use and disclose such information, including, but not limited to, providing such information to third parties for the purposes of order fulfillment and payment processing. For more information about how Freedom TV+ uses your information, please review our Privacy Policy. You also understand and acknowledge that Freedom TV+ may use a third-party payment processor to process credit card

payments on our behalf, and when you supply Personal Financial Information in connection with a purchase, you agree that Freedom TV+ is not responsible for the security of such information when it is in the control of the third-party payment processor.

By placing an order for any product or service made available through the Freedom TV+ Websites, you represent that the products and/or services ordered will be used only in a lawful manner. Freedom TV+ reserves the right, with or without prior notice, to do any one or more of the following: (a) limit the available quantity of or discontinue any product or service; (b) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (c) bar any user from making or completing any or all transaction(s); and (d) refuse to provide any user with any product or service. You agree to pay all charges that may be incurred by you or on your behalf through the Freedom TV+ Websites, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your transactions.

YOUR PROVISION OF CONTACT INFORMATION TO US

You agree that all Personal Financial Information or other information that you provide to us will be (a) accurate, current, and complete; (b) promptly updated when there is a change; and (c) your own information and not that of another individual. If you provide any information that is untrue, inaccurate or incomplete, or we have reasons to suspect that such information is untrue, inaccurate or incomplete, we retain the right to refuse any or all current or future use of the Freedom TV+ Website or any portion thereof.

USER-PROVIDED CONTENT

You understand that all information, data, or other materials that you or another user provide in connection with the Freedom TV+ Websites or otherwise communicate to Freedom TV+ ("User-Provided Content"), including, but not limited to, product reviews and content posted to any user forums Freedom TV+ makes available, are the sole responsibility of you or the person from whom such User-Provided Content originated.

This means that you, and not Freedom TV+, are responsible for all User-Provided Content that you upload, post, email, transmit, or otherwise make available in connection with the Freedom TV+ Websites. We do not control the User-Provided Content posted and, as such, do not guarantee the accuracy, integrity, or quality of any User-Provided Content. You understand that by using the Freedom TV+ Websites, you may be exposed to User-Provided Content that is misleading, offensive, indecent, or objectionable. The views expressed by other users on Freedom TV+ Websites do not represent our views or values, and Freedom TV+ will not be responsible or liable for User-Provided Content or the accuracy of any User-Provided Content.

By submitting any User-Provided Content to Freedom TV+, you represent and warrant that:

- you own or control all rights to User-Provided Content you post on the Freedom TV+ Websites;
- where permissible under applicable law, all "moral rights" that you may have in such content have been voluntarily waived by you;
- all content that you post is accurate, does not violate these Terms of Use, and will not cause injury to any person or entity; and
 - you are at least 18 years old.

We also have the right to disclose your identity to any third party who is claiming that any User-Provided Content posted or uploaded by you to the Freedom TV+ Websites constitutes a violation of their intellectual property rights, or of their right to privacy.

YOUR GRANT OF LICENSE TO Freedom TV+ FOR USER-PROVIDED CONTENT

By uploading, posting, emailing, transmitting, or otherwise making available any User-Provided Content, you grant Freedom TV+ and our affiliates a perpetual, irrevocable, royalty-free, fully paid-up, transferable right and license to use, reproduce, display, perform, adapt, modify, delete in its entirety, publish, translate, create derivative works from, or distribute (or have distributed) such User-Provided Content and/or

incorporate such User-Provided Content into any form, medium, or technology throughout the world without compensation to you, including but not limited to, in any unaffiliated third party content and in our or their publications, marketing material and advertisements. We or others may, in our sole discretion, cite to your name or other identifier you provided when posting User-Provided Content. As noted above, you represent and warrant that you own or otherwise control all rights in and to any such User-Provided Content, and that our publication and use of your User-Provided Content will not infringe, violate or interfere with the rights of anyone.

Freedom TV+ DISCRETION TO USE USER-PROVIDED CONTENT

All User-Provided Content that you submit may be used at Freedom TV+'s sole discretion. Freedom TV+ reserves the right to change, condense, delete, or refuse to post any User-Provided Content on the Freedom TV+ Websites in its sole discretion. Freedom TV+ does not guarantee that you will have any recourse through Freedom TV+ to edit or delete any User-Provided Content you have submitted. None of the User-Provided Content that you submit shall be subject to any obligation of confidence on the part of Freedom TV+, its agents, subsidiaries, affiliates, partners, or third-party service providers and their respective directors, officers, and employees.

CONTENT AND CONDUCT GUIDELINES

You agree to comply with all laws, rules, and regulations applicable to your use of the Freedom TV+ Websites. In addition, you agree not to:

- upload, post, email, transmit, or otherwise make available any User-Provided Content that is known by you to be false, inaccurate, or misleading;
- upload, post, email, transmit, or otherwise make available any User-Provided Content that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);

- upload, post, email, transmit, or otherwise make available any User-Provided Content that is, or may reasonably be considered to be, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that harms minors in any way;

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User-Provided Content transmitted in connection with the Freedom TV+ Websites;

- upload, post, email, transmit, or otherwise make available any User-Provided Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- upload, post, email, transmit, or otherwise make available any User-Provided Content that infringes any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or proprietary right of any party;

- upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

- upload, post, email, transmit, or otherwise make available any material that 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;

- take any action that interferes with the proper working of the Freedom TV+ Websites, compromises the security of the Freedom TV+ Websites, or otherwise damages the Freedom TV+ Websites or any materials and information available through the Freedom TV+ Websites;
- attempt to gain unauthorized access to any portion or feature of the Freedom TV+ Websites, to any other systems or networks connected to the Freedom TV+ Websites, to any of our servers, or to any of the services offered on or through

the Freedom TV+ Websites, including but not limited to by hacking, password “mining”, or any other unauthorized means;

- probe, scan, or test the vulnerability of the Freedom TV+ Websites or any network connected to the Freedom TV+ Websites or bypass the authentication measures on the Freedom TV+ Websites or any network connected to the Freedom TV+ Websites;
- use any automated means to collect information or content from or otherwise access the Freedom TV+ Websites, including but not limited to through the use of technical tools known as robots, spiders, or scrapers, without our prior permission;

· harvest or otherwise collect and store information about other users of the Freedom TV+ Websites, including e-mail addresses;

· install any software, file, or code that is not authorized by the user of a computer or device or that assumes control of all or any part of the processing performed by a computer or device without the authorization of the user of the computer or device; or

· interfere with or disrupt the operation of the Freedom TV+ Websites or server networks connected to the Freedom TV+ Websites, or disobey any requirements, procedures, policies, or regulations of networks connected to the Freedom TV+ Websites.

You may be responsible for any loss or damage Freedom TV+ suffers as a result of your breach of any of the above promises.

LINKS ON THE Freedom TV+ WEBSITES TO THIRD PARTY WEBSITES

The Freedom TV+ Websites may contain links to or at times connect or redirect you to websites, apps, services and resources owned or controlled by third parties (collectively “Third Party Services”). We do not control or monitor such Third Party Services and you acknowledge and agree that Freedom TV+ is not responsible or liable for the content, functionality or practices of such Third Party Services. The inclusion of links to Third Party Services on the Freedom TV+ Websites does not imply approval or endorsement of Third Party Services by Freedom TV+, nor does it suggest any association with operators of such Third Party Services. If you decide to leave the Freedom TV+ Websites and access these Third Party Services, you do so at your own risk. We

suggest that you read the terms of use and privacy policies (if any) of those Third Party Services. You agree not to hold Freedom TV+ or its affiliated companies responsible for any harm that may arise based on your access to or use of any Third Party Services. Freedom TV+ is not responsible for or any form of transmission received from any linked Third Party Services. Any reliance on the contents of Third Party Services is undertaken at your own risk and you assume all responsibilities and consequences resulting from such reliance.

LINKS TO Freedom TV+ WEBSITES

Unless otherwise set forth in a written agreement between you and Freedom TV+, you must not include a link (including “deep-linking,” “framing” or “inlining”) to the Freedom TV+ Websites on any website or online service that you own, control, or operate, except with Freedom TV+’s prior written consent. Freedom TV+ reserves the right to withdraw its consent at any time, and may request that any person or entity remove a link to any portion of the Freedom TV+ Websites at any time and in its sole discretion.

INFORMATION, NEWS, PRESS RELEASES, AND ILLUSTRATIONS

The Freedom TV+ Websites may contain information about our company, such as news and press releases. You acknowledge that we have no duty or obligation to maintain the accuracy of, or update any such information, and agree that your reliance on any such information is at your own risk.

REGISTRATION AND PASSWORDS

The Freedom TV+ Websites may permit or require you to register or obtain a password prior to permitting you to access certain portions of the Freedom TV+ Websites. You acknowledge and agree that you are responsible for maintaining the confidentiality of your login ID and password, and for all uses of your login ID and password. You agree to notify Freedom TV+ immediately of any unauthorized use of your login ID, password, or any other breach of security involving access to the Freedom TV+ Websites through your login ID. You acknowledge that you may be held liable for any loss or harm incurred by Freedom TV+ or any other person or entity due to someone else using your

login ID or password as a result of your failing to keep your information secure and confidential.

OPTIONAL OFFERS, PROMOTIONS AND FEATURES

We may offer or facilitate third party offers for you to participate in special offers such as rebates, coupons or other discount programs as well as promotions such as contests or sweepstakes on the Freedom TV+ Websites or via third party platforms. These offers and promotions may require purchases or participation in surveys, and may be subject to separate and additional terms and conditions governing your participation and eligibility for any such programs. Freedom TV+ is not responsible or liable for any claims, damages, losses or injuries arising from your interactions with such third parties.

OPERATION OF THE Freedom TV+ WEBSITES

We reserve the right to do any of the following, at any time, at our sole discretion, with or without notice: (a) modify, suspend, or terminate operation of or your access to the Freedom TV+ Websites, or any portion of the Freedom TV+ Websites, including but not limited to, for your violation of these Terms of Use; (b) modify or change the Freedom TV+ Websites, or any portion of the Freedom TV+ Websites; and (c) interrupt the regular operation of the Freedom TV+ Websites, or any portion of the Freedom TV+ Websites, as necessary to perform routine or non-routine maintenance, to correct errors, or to make other changes to the Freedom TV+ Websites.

If you are a consumer user, please note that we only provide the Freedom TV+ Websites for domestic and private use. You agree not to use our site for any commercial or business purposes.

DISCLAIMER

THE Freedom TV+ WEBSITES AND ALL MATERIALS, INFORMATION AND SOFTWARE INCLUDED IN OR AVAILABLE THROUGH THE Freedom TV+ WEBSITES ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE Freedom TV+ WEBSITES AND ALL MATERIALS, INFORMATION AND SOFTWARE INCLUDED IN

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LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE, THE Freedom TV+ WEBSITES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR ANY DAMAGES EXCEEDING FIVE US DOLLARS (US\$5.00) ARISING OUT OF YOUR USE OF THE Freedom TV+ WEBSITES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES TO THE EXTENT INDICATED ABOVE, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold us, our affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees) that arise out of or are related to any User-Provided Content you submit, post, transmit, or make available through the Freedom TV+ Websites, your violation of these Terms of Use, your use or misuse of the Freedom TV+ Websites, or your violation of any third-party rights.

CHOICE OF LAW AND JURISDICTION

You agree that these Terms of Use will be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles.

DISPUTE BY BINDING ARBITRATION WITH CLASS ACTION WAIVER

Any dispute or claim arising from or related to these Terms of Use or Freedom TV+'s websites is subject to binding arbitration. By using the Freedom TV+ Websites, you agree to be bound by those terms.

EQUITABLE RELIEF

You acknowledge that any breach or threatened breach of these Terms of Use will result in irreparable harm for which damages would not be an adequate remedy, and, therefore, in addition to our rights and remedies otherwise available at law, we shall be entitled to seek immediate equitable relief, including injunctive relief, as appropriate. If we seek any equitable remedies, we shall not be precluded or prevented from seeking remedies at law, nor shall we be deemed to have made an election of remedies.

SEVERABILITY

If any provision of these Terms of Use is held unenforceable or invalid under any applicable law or is so held by an applicable court decision, such unenforceability or invalidity will not render these Terms of Use unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives

of such unenforceable or invalid provision within the limits of applicable law or the applicable court decisions.

WAIVER

Any waiver by us of a breach of any provision of these Terms of Use shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of these Terms of Use. Any such waiver must be in writing.

Failure by us to insist upon strict adherence to any term of these Terms of Use on one or more occasions shall not be considered a waiver or deprive us of the right to insist upon strict adherence to that term or any other term of these Terms of Use in the future.

CONTACT US

If you have any questions regarding these Terms of Use, please contact us at freedomtvplus@gmail.com.