

## **TIME FOR ME TV, LLC – END USER LICENSE AGREEMENT (EULA)**

### **1. INTRODUCTION**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING ANY TIME FOR ME TV SITE.

By using any TIME FOR ME TV Site, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use the TIME FOR ME TV Sites. We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time in accordance with the procedures set forth below in section 15 labeled "Amendment."

### **2. CONSIDERATION**

You acknowledge that these terms of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the TIME FOR ME TV Sites and receipt of data, materials and information available at or through the TIME FOR ME TV Sites, the possibility of our review, use or display of your Submissions (as defined below in section 4 labeled "Submissions"), and the possibility of publicity and promotion from our review, use or display of your Submissions.

### **3. RESTRICTIONS ON USE OF MATERIALS**

All information, content and materials contained on TIME FOR ME TV Sites are our copyrighted property or the copyrighted property of TIME FOR ME TV, our licensors or licensees. All trademarks, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. No information, content or material from any TIME FOR ME TV Site or any Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may download one copy of the information, content or materials on any single computer for your personal, noncommercial home use only, provided that (a) you keep intact all copyright and other proprietary notices, (b) you make no modifications to the information, content or materials, (c) you do not use the information, content or materials in a manner that suggests an association with any of our products, services or brands, and (d) you do not download information, content or materials so as to avoid future downloads from any TIME FOR ME TV Site. The use of any information, content or materials on a TIME FOR ME TV Site on any other Web site or computer environment is prohibited. The TIME FOR ME TV Sites are only for your personal use. You may not use the TIME FOR ME TV Sites for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion. In the unlikely event that you download software from any TIME FOR ME TV Site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may own the medium on which the Software resides, but we or our third-party licensors retain full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, auction, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form. Software from TIME FOR ME TV Sites is further subject to United States export controls. Without limiting the generality of the foregoing, no software from any TIME FOR ME TV Site may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Syria, or any other country to which export is subject to control or licensing by the U.S.; or (b) to anyone on the U.S. Treasury Department's list of Specially

Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list or otherwise in violation of export control laws or regulations.

#### **4. SUBMISSIONS**

We do not accept or consider unsolicited creative ideas, suggestions or materials. Please do not send us any unsolicited materials such as ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, program formats, characterizations and/or other similar materials ("Unsolicited Submissions"). If, despite our request, you intentionally or unintentionally send us Unsolicited Submissions, or through features or activities on any TIME FOR ME TV Site, you submit, post or otherwise send us any information, content or materials including, without limitation, data, text, messages, files, images, photographs, videos, audiovisual works, musical compositions (including lyrics), sound recordings, postings, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and any other materials, as well as links to data, text, files, images, photographs, videos, audiovisual works, musical compositions (including lyrics), sound recordings, postings, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and other biographical information or material, web pages and any other materials (collectively, "User-Generated Content") through such features or activities (such User-Generated Content, together with Unsolicited Submissions, the "Submissions"), we (and our licensees, distributors, agents, representatives and other authorized users) shall be entitled to unrestricted use of such Submissions for any purpose whatsoever, commercial or otherwise, without the requirement of any permission from or payment to you or to any other person or entity. If there exists any doubt or ambiguity about whether any User-Generated Content constitutes a Submission, such User-Generated Content shall be conclusively deemed to be a Submission. No Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. Without limiting the foregoing, you hereby grant us (and our licensees, distributors, agents, representatives and other authorized users), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify (including, without limitation, removing lyrics and music from any Submission or substituting the lyrics and music in any Submission with music and lyrics selected by us), adapt, translate, create derivative works based upon and publicly perform such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including, without limitation, on TIME FOR ME TV Sites, on third party web sites, on our broadcast and cable networks and stations, and on our broadband and wireless platforms, products and services) for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you and with or without attribution (the "Submissions License"). To the extent that any Submissions submitted by you contain original songs or recordings, you hereby represent that you are a member of ASCAP, BMI, SESAC or any other applicable performing rights society and that all musical compositions (including lyrics) contained in such Submissions are available for licensing to us (and our licensees, distributors, agents, representatives and other authorized users) directly from such societies. Notwithstanding the foregoing, regardless of whether you are a member of any performing rights society, you hereby grant

us (and our licensees, distributors, agents, representatives and other authorized users) a perpetual, non-exclusive and irrevocable license to publicly perform each and every musical composition (including lyrics) contained in such Submissions. To the extent that we solicit Submissions through features or activities on TIME FOR ME TV Sites (including, without limitation, games, sweepstakes, contests, promotions and Public Forums (defined below in section 6 labeled "PUBLIC FORUMS AND COMMUNICATION") that require the use of our copyrighted works (in whole or in part), we hereby grant you a non-exclusive license to create a derivative work using our copyrighted works (in whole or in part); provided however, that such license shall be conditioned upon your assignment of all rights in the work you create to us (and our licensees, distributors, agents, representatives and other authorized users). If such rights are not assigned to us (and our licensees, distributors, agents, representatives and other authorized users), your license to create material using our copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Submissions are used by us. You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these terms of use. You agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way. To the extent any "moral rights," "ancillary rights," or similar rights in or to the Submissions exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights. The terms of the Submissions License shall govern our right to use all Submissions. If terms other than the Submissions License govern the submission of, and our right to use, User-Generated Content submitted in connection with a particular TIME FOR ME TV Site feature or activity, such other terms shall be posted at the applicable TIME FOR ME TV Site feature or activity and shall supersede the terms of the Submissions License; provided however, that in such instances, all provisions of these terms of use other than the Submissions License shall continue to apply to such TIME FOR ME TV Site feature or activity (unless otherwise stated in the terms and conditions applicable to the particular TIME FOR ME TV Site feature or activity). Without limiting the scope of the Submissions License or any future grant of rights, consents, agreements, assignments and waivers you may make with respect to Submissions, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

## **5. REGISTRATION INFORMATION AND SECURITY**

You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "Registration Data"). If you provide any information that does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and refuse any and all current or future use of any TIME FOR ME TV Site (or any portion thereof). You also agree (a) to promptly notify us of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any TIME FOR ME TV Site. In addition, you agree to exit from your account at the end of each session. We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

## **6. PUBLIC FORUMS AND COMMUNICATION**

"Public Forum" means an area, site or feature offered as part of any TIME FOR ME TV Site that enables users or visitors of any TIME FOR ME TV Site (a) to submit, post, display

and/or view User-Generated Content and/or (b) to communicate, share or exchange User-Generated Content with other TIME FOR ME TV Site users, visitors and members of the general public including, without limitation, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, e-mail function (including, but not limited to, electronic greeting cards and send-a-friend e-mails). You acknowledge that anything you submit to a TIME FOR ME TV Site by way of any Public Forum may be routed through our servers, the servers of one or more third parties on our behalf and the Internet, and may be viewed on the Internet by the general public and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that Public Forums and features offered therein are for public and not private communications. Please keep in mind that whenever you give out personal information online, through any media, including without limitation, a Public Forum, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. You are and shall remain solely responsible for the User-Generated Content submitted and/or posted under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting same. You acknowledge that the use of User-Generated Content posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith. We reserve the right to screen, refuse to post, remove or edit User-Generated Content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any Public Forum. If we elect to screen User-Generated Content, there may be a delay in the posting of such content in a Public Forum to allow for a review process. If we have questions about your User-Generated Content including, without limitation, the copyright, we may contact you for further information including, for example, to verify that you own the copyright or otherwise obtained permission to post the material. When participating in a Public Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with. Information obtained in a Public Forum may not be reliable, and it is not a good idea to take any action, including to trade or make any investment decisions, based solely or largely on information you cannot confirm. We cannot be responsible for the accuracy of any User-Generated Content contained in a Public Forum, and we shall not be responsible for any trading, investment, or any other decisions made or actions taken or not taken based on such information or content. Your ability to access and browse User-Generated Content within a Public Forum and/or to submit and/or post User-Generated Content within a Public Forum may be subject to certain age restrictions and/or related procedures that we may revise in our sole discretion at any time and for any reason. Any such age restrictions and procedures will be posted within the Public Forum, as applicable.

## **7. SUBMITTED CONTENT**

The following is a list of House Rules applicable to the TIME FOR ME TV Sites. By using the TIME FOR ME TV Sites, you agree that: You will not submit, post, upload, distribute, or otherwise make available or transmit any User-Generated Content that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; (e) infringes or violates any right of a third party or any domestic or international law, rule or regulation including, but not limited to: (i) copyright, patent, trademark, trade secret or other proprietary or

contractual rights; (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (iii) any confidentiality obligation; or (f) does not comply with all terms and conditions applicable to the Submissions License (set forth above in section 4 labeled "SUBMISSIONS"); You own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to use, and to authorize us to use, distribute or otherwise exploit in all manners permitted by these terms of use (including, without limitation, the Submissions License), all copyrights, trademarks, patents, trade secrets, privacy and publicity rights (including, without limitation, names, likenesses and voices) and/or other proprietary rights contained in any User-Generated Content that you submit, post, upload, distribute or otherwise make available or transmit. As stated above with respect to the Submissions License (set forth above in section 4 labeled "SUBMISSIONS"), to the extent that any Submissions submitted and/or posted by you contain original songs or recordings, you hereby represent that you are a member of ASCAP, BMI, SESAC or any other applicable performing rights society and that all musical compositions (including lyrics) contained in such Submissions are available for licensing to us directly from such societies. Notwithstanding the foregoing, regardless of whether you are a member of any performing rights society, you hereby grant us a perpetual, non-exclusive and irrevocable license to publicly perform each and every musical composition (including lyrics) contained in such Submissions; You will not (a) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any Public Forum for commercial purposes of any kind, or (b) use any product or service available on any TIME FOR ME TV Site (including, without limitation, electronic greeting cards, e-mail functions (e.g., send-a-friend e-mails) and RSS feeds or other similar type feeds) for commercial purposes of any kind; You will not submit, post, upload, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the TIME FOR ME TV Sites or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the TIME FOR ME TV Sites; You will not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity including, without limitation, using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph; You will not engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; You will not delete any legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify; You will not submit, post, upload, distribute or otherwise make available or transmit any User-Generated Content or make statements in any Public Forum that do not generally pertain to the designated topic or theme of the Public Forum; You will not submit, post, upload, distribute or otherwise make available or transmit (or attempt to submit, post, upload, distribute or otherwise attempt to make available or transmit) any User-Generated Content in violation of a Public Forum's restrictions including, but not limited to, its age restrictions, procedures and/or these terms of use; and You will not engage in (or attempt to engage in) any criminal activity including, without limitation, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing, harassment, theft, and conspiracy to commit any criminal activity. We cannot and do not assure that other users are or will be complying with the foregoing House Rules or any other provisions of these terms of use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance. To the extent that any feature on a TIME FOR ME TV Site requires you to submit your e-mail address or mobile phone number in order to send a card, e-mail or message, you must, and you hereby agree to,

furnish your actual e-mail address or actual mobile phone number, as applicable. Any business use, "re-mailing," or other high-volume application is strictly prohibited. You are not permitted to send cards, e-mails or messages using an automated program. Electronic greeting cards, e-mails and mobile messages may not contain inappropriate language or images or copyrighted material (without the consent of the copyright holder) or encourage illegal activity. We reserve the right not to deliver electronic greeting cards, e-mails and mobile messages that violate these guidelines.

**WE MAY CHANGE THE TIME FOR ME TV SITES OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.**

## **8. OUR CONTENT REMOVAL RIGHTS**

We reserve the right, but disclaim any obligation or responsibility, to remove any User-Generated Content from any TIME FOR ME TV Site (a) that violates these terms of use (including, without limitation, the House Rules) and (b) to comply with any subpoena, order or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be using a TIME FOR ME TV Site in violation of the law. If we deem appropriate in our sole discretion, we reserve the right to preserve a record of any such User-Generated Content and turn all or a portion thereof over to law enforcement officials.

## **9. CONTENT LINKED TO ANY TIME FOR ME TV SITE**

You should be aware that when you are on a TIME FOR ME TV Site, you could be directed to other sites that are beyond our control. There are links to other sites from pages on TIME FOR ME TV Sites that take you outside of our service. For example, if you click on a banner advertisement or a search result, the click may take you off the TIME FOR ME TV Site. This includes links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding relationship. You acknowledge that when you click on a link that leaves a TIME FOR ME TV Site, the site you will land on is not controlled by us and different terms of use and privacy policy may apply. By clicking on links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links from third-party sites to any TIME FOR ME TV Site, although we are under no obligation to do so. We make no representations concerning the content of sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in our search results or otherwise linked to a TIME FOR ME TV Site.

## **10. DISCLAIMER**

**THE INFORMATION, CONTENT AND MATERIALS ON TIME FOR ME TV SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN INFORMATION, CONTENT AND MATERIALS ON ANY TIME FOR ME TV SITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT) WILL BE UNINTERRUPTED OR ERRORFREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY TIME FOR ME TV SITE OR THE SERVERS THAT MAKE SUCH INFORMATION, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY INFORMATION, CONTENT, MATERIALS,**

PRODUCTS OR SERVICES CONTAINED ON OR OFFERED, MADE AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO ANY TIME FOR ME TV SITE, INCLUDING, WITHOUT LIMITATION, USERGENERATED CONTENT, OR ANY THIRD PARTY SITES OR SERVICES LINKED TO FROM ANY TIME FOR ME TV SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, RELIABILITY, SAFETY OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. We explicitly disclaim any responsibility for the accuracy, completeness or availability of information, content and materials found on sites that link to or from any TIME FOR ME TV Site. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from any TIME FOR ME TV Site or third-party information, content or materials contained on our sites (including, without limitation, User-Generated Content contained in Public Forums). We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any third-party site. We do not make any representations or warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third party. You hereby irrevocably waive any claim against us with respect to information, content and materials contained on our sites (including, without limitation, User-Generated Content), on third party sites, and any information, content and materials you provide to such third party sites (including, without limitation, credit card and other personal information). We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

#### **11. INDEMNIFICATION**

You are entirely responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms of use or claims arising from your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

12. LIMITATION OF LIABILITY UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, ANY TIME FOR ME TV SITE OR CONTENT, MATERIALS OR FUNCTIONS ON ANY SUCH SITE, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF A TIME FOR ME TV SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL

DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO ANY TIME FOR ME TV SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND THE REASONABLE CONTROL OF US OR OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER WE OUR LICENSORS AND LICENSEES, NOR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN THE TIME FOR ME TV SITES AND ANY WEB SITE, SERVICE, SOFTWARE OR HARDWARE OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSIONS OR TRANSACTIONS RELATING TO THE TIME FOR ME TV SITES IN AN ACCURATE OR TIMELY MANNER. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR THE EXCLUSION, LIMITATION, OR DISCLAIMER LIABILITY FOR THE CERTAIN PROVISIONS SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

### **13. JURISDICTIONAL AND VENUE ISSUES**

You agree that any action at law or in equity arising out of or relating to these terms of use shall be filed, and that venue properly lies, only in state or federal courts located in the County of Maricopa, Located in the State of Arizona, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that information, content or materials on any TIME FOR ME TV Site are appropriate or available for use in any particular location. Those who choose to access a TIME FOR ME TV Site do so on their own initiative and are responsible for compliance with all applicable laws including, but not limited to, any applicable local laws.

### **14. AMENDMENT**

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time without notice, and it is your responsibility to review these terms of use for any changes. Your use of any TIME FOR ME TV Site following any amendment of these terms of use will signify and constitute your assent to and acceptance of such revised terms of use.

### **15. TERMINATION**

These terms of use are effective until terminated by us. We may immediately terminate these terms of use with respect to you (including your access to any and all TIME FOR ME



TV Sites) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of all TIME FOR ME TV Sites and destroy all materials obtained from such sites and all copies thereof, whether made under these terms of use or otherwise. We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright. The provisions of these terms of use, which by their nature should survive the termination of these terms of use, shall so survive such termination.

## **16. GENERAL PROVISIONS**

These terms of use shall be governed by and construed in accordance with the laws of the State of Arizona and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY TIME FOR ME TV SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

## **17. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent:

Time For Me TV  
1146 N. Mesa Dr STE 102 -102  
Mesa, AZ 85201  
Telephone #: 480-620-8421  
Fax #: 480-834-3407  
Email: info@timeformetv.com

To be effective, the notification must be a written communication that includes the following: A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; 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; Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; A statement that the complaining party has 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 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice to our users by means of a general notice on any TIME FOR ME TV Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's

physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
  
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which TIME FOR ME TV may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.