

## TERMS OF USE

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Your use of the Sites is subject to these TOU and all applicable laws, rules, and regulations. Please read these TOU carefully and contact Screenvision Media with any questions.

**By accessing and/or using the Sites and the functionalities offered on them, you agree that you have read, understand, and agree to be legally bound by the TOU set forth below. If you do not agree to be bound by these TOU, do not access or use the Sites.** In agreeing to these TOU, you are responsible for periodically checking for changes and/or updates to these TOU. You can review the most current version of these TOU at any time on [www.ScreenvisionMedia.com](http://www.ScreenvisionMedia.com). These TOU may be modified by Screenvision Media at any time.

### **1. Right to access and use the Sites**

Screenvision Media grants you a limited right to access and use the Sites under the conditions as set out in the TOU. As between Screenvision Media and you, title, ownership rights, and intellectual property rights in and to the Sites and any derivatives or modifications thereof, in whole or in part, remain with Screenvision Media. You understand that Screenvision Media may modify or discontinue the Sites or any of their features at any time in Screenvision Media’s sole discretion. The TOU does not entitle you to any support, upgrades, updates, add-ons patches, enhancements, or fixes for the Sites except in Screenvision Media’s sole discretion. You do not acquire any right, title, or interest in any content on the Sites by virtue of accessing the Sites or making use of the permitted uses allowed under these TOU. No license to use or reproduce any logo or trademark included on the Sites is granted to you by these TOU or otherwise. The trademarks, logos, service marks, and business names displayed on the Sites are protected, whether or not they are registered. Any unauthorized use of content or information posted on the Sites and any unauthorized reproduction, retransmission or other use of any part of the Sites may infringe Screenvision Media’s or third parties’ copyrights, trademarks, privacy, publicity, or other rights. This includes, without limitation, the use of automated systems or software to extract data from the Sites for commercial purposes (also known as screen scraping), unless you have a signed and written agreement with Screenvision Media.

### **2. Privacy and use of cookies**

Any information you provide during access to and use of the Sites is governed by Screenvision Media’s [Privacy Policy](#). By using the Sites, you agree to the collection, use, and sharing, if any, of your information as set forth in Screenvision Media’s Privacy Policy. Any dispute over privacy is subject to the TOU and the Privacy Policy.

In addition, Screenvision Media uses cookies and other automated means of data collection on Screenvision Media’s Sites. Please read Screenvision Media’s [Cookie Policy](#) to understand how Screenvision Media uses cookies and such other automated means on the Sites.

### 3. Limitations

In connection with your use of the Sites, you will not, and will not allow any third party to:

a) Link to or use the Sites in connection with any material that contains:

- Adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual;
- Obscene, defamatory, libelous, slanderous and/or unlawful content;
- Content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent;
- Religious content;
- Political agendas and/or any known associations with hate, criminal and/or terrorist activities; or
- Hate speech, whether directed at an individual or a group, and whether based upon the race, disability, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, language or other protected class of such individual or group.

b) Remove, obscure, or change any copyright, trademark, hyperlink, or other proprietary rights notices contained within the Sites;

c) Modify, adapt, disassemble, decompile, translate, reverse engineer, or otherwise attempt to discover the source code or structure, sequence, and organization of the Sites or any content contained therein;

d) Use the Sites in any manner that could damage, disable, overburden, or impair the Sites, Screenvision Media, the third-party site, website, or application on which the Services are available, or any other person or entity; or

e) Collect any information (including, without limitation, email addresses) about other visitors of the Sites; create or transmit unwanted electronic communications to other visitors of the Sites; or otherwise interfere with such visitors' enjoyment of the Sites.

Unless otherwise expressly authorized in these TOU or on the Sites, you may not take any action to interfere with the Sites or any other visitor's use of the Sites. You expressly agree that you will not copy, reproduce, modify, create derivative works from, distribute, publicly display or screen scrape any content from the Sites without Screenvision Media's prior written consent. You agree not to bypass any measures Screenvision Media may use to prevent or restrict access to the Sites.

You agree not to use the Sites for illegal purposes (including, without limitation, unlawful, harassing, libelous, invasion of another's privacy, abusive, threatening, or obscene purposes). You agree that you will comply with all laws related to your use of the Sites.

Where appropriate, for example in Screenvision Media's contact form, you must use your own identity at all times and you must ensure that all information you provide is accurate and up-to-date to the best of your knowledge. Unless you have permission to do so (and can prove this), you must not use information about any other person.

#### **4. Digital Millennium Copyright Act of 1988 (“DMCA”) Notice.**

Screenvision Media is committed to complying with U.S. copyright and related laws, and Screenvision Media requires all users of the Services to comply with these laws. Accordingly, Screenvision Media’s users (including you) may not disseminate any material or content using the Services in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the DMCA to report alleged infringements. It is Screenvision Media’s policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the rights of any user to access the Services if any such user is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Screenvision Media believes, in Screenvision Media’s sole discretion, are infringing these rights. Upon Screenvision Media’s receipt of a proper notice of claimed infringement under the DMCA, Screenvision Media will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue. Screenvision Media’s designated agent (*i.e.*, the proper party) to whom you should address such notice is: [legal@screenvisionmedia.com](mailto:legal@screenvisionmedia.com).

If you believe that content that you or a third party owns has been used via the Services in a way that violates your or someone else’s copyright or other intellectual property rights, please provide Screenvision Media with 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;
- 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; and
- a statement by you, made under penalty of perjury, that the information contained in your report 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.

#### **5. Limitation on Liability and Disclaimers**

**ALL PROVISIONS SET OUT BELOW IN THIS SECTION 5 WILL APPLY TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.**

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## **6. Indemnity**

To the fullest extent permissible pursuant to applicable law, you agree that you will defend, indemnify, and hold harmless Screenvision Media, its parent, subsidiary and affiliated companies, each of the foregoing entities’ respective employees, officers, directors, representatives and agents from any and all claims, demands, causes of action, damages, losses, costs, and expenses in any way arising out of your use of the Sites in violation of these TOU, including without limitation (i) all matters related to your access to and use of any Screenvision Media online services, including, without limitation, your use of the Sites, (ii) your violation of any provision contained in the TOU; (iii) your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right; (iv) any claims that your use of the Sites caused damage to a third party, and/or (v) violations of any and all applicable laws, rules, or regulations from any jurisdiction.

## **7. Links to Other Sites**

The Sites, including content therein, may contain links to third-party sites, websites, or applications. These links are provided as a convenience to you. Screenvision Media does not control and is not responsible for the content of such third-party sites, websites, or applications or the conduct of the operators of such third-party sites, websites, or applications, and does not make any representations regarding the accuracy, copyright or other statutory or regulatory compliance, legality, or decency of any of the content or other materials on such third-party sites, websites, or applications. Screenvision Media encourages you to exercise discretion while browsing the Internet. If you decide to access linked third-party sites,

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## **8. Termination**

Screenvision Media reserves the right, at any time and in its sole discretion, to discontinue the use of the Sites in whole or in part, and prevent any person or entity from access to the Sites. Upon termination for any reason, paragraphs 5 (Limitation on Liability and Disclaimers), 6 (Indemnity) and 9 (General) will survive.

## **9. General**

The TOU and your use of the Sites shall be governed by the laws of the State of New York, without regard to any conflict of laws principles. Any action shall be brought exclusively in the courts located in the state and county of New York, and you hereby consent to exclusive jurisdiction and venue therein. In no event shall any claim, action, or proceeding by you related in any way to the Sites be instituted more than one (1) year after the cause of action arose. If any provision of the TOU (or part of such provision) is found to be invalid or unenforceable by any court having competent jurisdiction, then that provision (or part of that provision) shall be deemed severable from the TOU and shall not affect the validity and enforceability of any remaining provisions. That invalid or unenforceable (part of the) clause will be replaced by a valid and/or enforceable, as the case may be, (part of the) clause which is as close to the intention of the parties as possible. The failure of Screenvision Media to insist upon or enforce any of the provisions of these TOU, or to exercise any rights or remedies under these TOU, will not be construed as a waiver of Screenvision Media's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and remain in full force and effect. No waiver of any term of these TOU shall be deemed a further or continuing waiver of such term or any other term. These TOU, the [Privacy Policy](#), and the [Cookie Policy](#) constitute the entire agreement between you and Screenvision Media with respect to the offering of Screenvision Media's Sites to you.

## **10. Questions**

Should you have any questions regarding these TOU you may contact Screenvision Media at [legal@screenvisionmedia.com](mailto:legal@screenvisionmedia.com) or via the address as indicated in the header of these TOU.