



## ZTV.COM -- TERMS AND CONDITIONS / TERMS OF USE



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**LICENSE.** If you agree to the TOU and (1) are of sufficient age and capacity to use ZTV and be bound by the TOU, or (2) use ZTV on behalf of a business, thereby binding that business to the TOU, we grant you a limited, revocable, non-exclusive, non-assignable license to use ZTV in compliance with the TOU; unlicensed use is unauthorized. You agree not to display, "frame," make derivative works, distribute, license, or sell, content from ZTV, excluding postings you create. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sub-licensable license to use, copy, reproduce, edit, digitize, digitally edit, upload, download, post, stream, transmit, broadcast, advertise, promote, sell, display, distribute, and make derivative works from content you post free of no compensation or financial obligations to be paid to you.

**USE.** Unless licensed by us in a written agreement, you agree not to use or provide software (except general purpose web browsers and email clients) or services that interact or interoperate with ZTV, e.g. for downloading, uploading, creating/accessing/using an account, posting, flagging, emailing, transmitting, distributing, posting, uploading, downloading, searching, or mobile use. You agree not to copy/collect ZTV content via robots, spiders, scripts, scrapers, crawlers, or any automated or manual equivalent (e.g., by hand). Misleading, unsolicited, and/or unlawful postings/communications/accounts are prohibited, as is buying or selling accounts. You agree not to post content that is prohibited by any of ZTV's policies or rules referenced above ("Prohibited Content"). You agree not to abuse ZTV's flagging or reporting processes. You agree not to collect ZTV user information or interfere with ZTV. You agree we may moderate ZTV access/use in our sole discretion, e.g., by blocking, filtering, re-categorizing, re-ranking, deleting, delaying, holding, omitting, verifying, or terminating your access/license/account. You agree (1) not to bypass said moderation, (2) we are not liable for moderating or not moderating, and (3) nothing we say or do waives our right to moderate, or not.

**LIQUIDATED DAMAGES.** You further agree that if you violate the USE section, or you encourage, support, benefit from, or induce others to do so, you will be jointly and severally liable to us for liquidated damages as follows for: (A) collecting/harvesting ZTV users' information, including personal or identifying information - \$1 per violation; (B) publishing/misusing personal or identifying information of a third party in connection with your use of ZTV without that party's express written consent - \$1,000 per violation; (C) misrepresenting your identity or affiliation

to anyone in connection with your use of ZTV - \$1,000 per violation; (D) posting or attempting to post Prohibited Content - \$4 per violation; (E) posting or attempting to post Prohibited Content in any paid section of ZTV - the price per post applicable to that section of ZTV; (F) sending an unauthorized/unsolicited email to an email address obtained from ZTV - \$25 per violation; (G) using ZTV user information to make/send an unauthorized/unsolicited text message, call, or communication to a ZTV user - \$500 per text/call/communication; (H) creating a misleading or unlawful ZTV account or buying/selling a ZTV account - \$4 per violation; (I) abusing or attempting to abuse ZTV's flagging or reporting processes - \$1 per violation; (J) distributing any software to facilitate violations of the USE Section - \$1,000 per violation; (K) aggregating, displaying, copying, duplicating, reproducing, distributing, or exploiting ZTV content for any purpose without our express written consent - \$3,000 for each day you engage in such violations; (L) requesting, viewing, or accessing more than 1,000 pages of ZTV in any 24-hour period - \$0.25 per page during the 24 hour period after the first 1,000 pages; (M) bypassing or attempting to bypass our moderation efforts - \$4 per violation. You agree that these amounts are (1) a reasonable estimate of our damages (as actual damages are often difficult to calculate), (2) not a penalty, and (3) not otherwise limiting on our ability to recover under any legal theory or claim, including statutory damages and other equitable relief (e.g., for spam, we can elect between the above liquidated damages or statutory damages under the anti-spam statute). You further agree that repeated violations of the USE section will irreparably harm and entitle us to injunctive or equitable relief, in addition to monetary damages.

**FEES.** You authorize us to charge your account for ZTV fees in paid areas ZTV.com/about/help/posting fees/content upload fees). Any tax is additional. Fees are non-refundable, even for posts we remove, delay, omit, re-categorize, re-rank, or otherwise moderate. We may refuse any posting.

**DISCLAIMER & LIABILITY.** To the full extent permitted by law, First Power Media Group, Inc., and StreetJam Television, Inc., and its officers, directors, employees, agents, licensors, affiliates, and successors in interest ("ZTV Entities") (1) make no promises, warranties, or representations as to ZTV, including its completeness, accuracy, availability, timeliness, propriety, security or reliability; (2) provide ZTV on an "AS IS" and "AS AVAILABLE" basis and any risk of using ZTV is assumed by you; (3) disclaim all warranties, express or implied, including as to accuracy, merchantability, fitness for a particular purpose, and non-infringement; and (4) disclaim any liability or responsibility for acts, omissions, or conduct of you or any party in connection with ZTV. ZTV Entities are NOT liable for any direct, indirect, consequential, incidental, special, punitive, or other losses, including lost profits, revenues, data, goodwill, etc., arising from or related to ZTV, and in no event shall such liability exceed \$100 or the amount you paid us in the year preceding such loss. Some jurisdictions restrict or alter these disclaimers and limits, so some may not apply to you.

**CLAIMS & INDEMNITY.** Any claim, cause of action, demand, or dispute arising from or related to ZTV ("ZTV claims") will be governed by the internal laws of Maryland, without regard to conflict of law provisions, except to the extent governed by US federal law. Any ZTV claims will be exclusively resolved by courts in Prince George's County, MD (except we may seek preliminary or injunctive relief anywhere). You agree to (1) submit to the personal jurisdiction of courts in Prince George's County, MD; (2) indemnify and hold ZTV Entities harmless from any ZTV claims, losses, liability, or expenses (including attorneys' fees) that arise from a third party and relate to your use of ZTV; and (3) be liable and responsible for any claims we may have against your officers, directors, employees, agents, affiliates, or any other party, directly or indirectly, paid, directed or controlled by you, or acting for your benefit.

**TRADEMARKS.** "ZTV" and its logo are registered trademarks with the U.S. Patent and Trademark Office and with multiple trademark offices around the world.

**MISC.** Users complying with prior written licenses may access ZTV thereby until authorization is terminated. Otherwise this is the exclusive and entire agreement between us and you, and our actions or silence toward you or anyone else does not waive, modify, or limit the TOU or our ability to enforce it. The USE, LIQUIDATED DAMAGES, and ZTV CLAIMS & INDEMNITY sections survive termination of the TOU, and you will remain bound by those sections. If a TOU term is unenforceable, it shall be limited to the least extent possible and supplemented with a valid provision that best embodies the intent of the parties. The English version of the TOU controls over any translations. If you reasonably believe content infringes your IP rights, email: **Legal@ZTV.com**.