



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



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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.

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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.

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