

UP ENTERTAINMENT AD SALES TERMS OF USE

For purposes of this document "company" is defined as "UP Entertainment."

The following are terms of a legal agreement ("Agreement") between you and Company. These terms and conditions apply to a user ("user," "you," or "your") who accesses, browses and/or otherwise uses this Web site ("Site") and/or the services provided by this Site ("Services"). By accessing, browsing and/or otherwise using this Site, you acknowledge that you have read, understood and agreed to be bound by these terms and conditions, and to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree to all of these terms and conditions, you may not access, browse and/or use this Site. The material provided on this Site is protected by law, including, but not limited to, United States copyright law and international treaties. Please read this Agreement carefully as it governs your use of the Services and this Site. If you have any questions regarding this Agreement, or any agreement or document herein incorporated, please contact Company at viewerservices@UPtv.com (This email address is only for usage questions, please do not send customer service questions via this address.)

This Agreement applies to your access to, and browsing and/or use of, this Site and the Services and does not alter in any way the terms and conditions of any other agreement you may have with Company for products, software, services or otherwise, unless otherwise directed by Company. If you breach any of these terms and conditions, your authorization to use this Site and the Services automatically terminates and you must immediately destroy any downloaded or printed Materials (as hereinafter defined) and discontinue use of any hyperlinks to this Site.

By accessing, browsing and/or using this Site and the Services, you consent to receiving electronic communications from Company. You agree that all notices, agreements, disclosures, and other communications that are sent to you electronically by Company shall satisfy any and all legal requirements that such communications be in writing.

You must be at least 18 years of age and a representative of select advertising/marketing agencies to use and/or subscribe to the Services. By subscribing, you represent and warrant that you are at least 18 years of age and a representative of select advertising/marketing agencies to use and/or subscribe to the Services.

Please read the Company Privacy Policy, which is hereby incorporated by reference. The Company Privacy Policy discusses and governs our collection and use of any information that is submitted to, or collected by, us. You understand that through your use of the Services and this Site, you consent to the collection and use (as set forth in the Privacy Policy) of registration data and certain other information about you, including the transfer of

this information through and to the United States and/or other countries for storage, processing and use by Company.

Company may revise this Agreement at any time without notice by updating this posting. By accessing, browsing and/or otherwise using this Site you agree to be bound by any such revisions and should therefore periodically visit this Site and page to determine the then current terms and conditions of use to which you are bound. Any new Materials, Content, Services or features on this Site shall be subject to this Agreement. The current version of this Agreement is dated October 10, 2006.

1. Copyright. All Site materials, including, without limitation, any software, data, text, photos, pictures, graphics, images, audio and video clips, logos, icons, links and other files and the selection and arrangement thereof (the "Materials") are copyrighted Materials, ALL RIGHTS RESERVED.

2. Trademarks. The trademarks and/or trade dress, service marks, trade names, and logos (the "Marks") used and displayed on this Site are registered and unregistered trademarks of Company, its suppliers or other third parties. In addition, the Marks include, but are not limited to, all page headers, custom graphics, button icons, and scripts, which may not be copied, imitated or used, in whole or in part, without the prior written permission of Company or the owner of the Mark(s) at issue. Nothing on this Site shall be construed as granting, by implication, estoppel or otherwise any license or right to use any Marks used or displayed on the Site, without the express written permission of Company or the owner of the Mark(s) at issue. The misuse of the Trademarks displayed on this Site is strictly prohibited.

3. Company Materials. This Site, the Materials, the Trademarks, the Services, including, without limitation, any of Company's or its licensor's Internet operations, design, content, hardware designs, algorithms, software (in source and object forms), user interface designs, other templates and designs, algorithms, architecture, class libraries, and documentation (both printed and electronic), know-how, good will, moral rights, trade secrets and any related intellectual property rights throughout the world in any of the foregoing, and any derivative works, improvements, enhancements or extensions thereof, are and shall remain the sole and exclusive property of the Company, its suppliers or other third parties.

4. Content. You understand that all postings, messages, information, data, text, files, images, photos, images, pictures, graphics, audio and video clips or other materials posted on, transmitted through, or linked on this Site (collectively, the "Content"), are the sole responsibility of the person from whom such Content originated. You understand that Company does not control, and is not responsible for Content made available through this Site, and that by using this Site, you may be exposed to Content that is offensive, indecent,

inaccurate, misleading, or otherwise objectionable. You agree that you must evaluate, and bear all risks associated with the use of any Content, that you may not rely on said Content, and that under no circumstances will Company be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted or otherwise made available via this Site.

5. User Content. Company does not claim ownership of the Content you provide to Company (including feedback and suggestions) or post, upload, input or submit to the Site. However, by posting, uploading, inputting, providing or submitting your Content, you are granting Company and its licensors a perpetual, irrevocable, worldwide, royalty-free and fully-sublicensable (through multiple tiers) right to use your Content, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Content; publish your name in connection with your Content; and sublicense such any such rights. No compensation will be paid with respect to the use of your Content as provided herein. Company is under no obligation to post or use any Content you may provide, and Company may remove any Content at any time in its sole discretion. By submitting Content you warrant and represent that you own or otherwise control all of the rights to your Content as described in this Agreement including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Content. Further, you acknowledge, consent and agree that Company may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process, (b) enforce this Agreement and any documents incorporated herein, (c) respond to claims that any Content violates the rights of third parties, (d) respond to requests for customer service, or (e) protect the rights, property or personal safety of Company, its users, and the public. You understand that the technical processing and transmission of the Services, including your Content, may involve (x) transmissions over various networks, and (y) changes to conform and adapt to technical requirements of connecting networks or devices.

6. Grant of License. Company hereby grants to you a limited, worldwide, non-exclusive, non-transferable, non-sublicenseable, and revocable license to use the Services and/or the Materials for personal, noncommercial use only, subject to the restrictions in this Agreement.

7. License Restrictions. You acknowledge and agree that you do not acquire any ownership rights by using the Site, the Services, the Marks or the Materials. You may not: (a) copy the Services or any software or programming related thereto; (b) modify, distribute, copy, reproduce, display, republish, download, upload or transmit any Materials on this Site for commercial use, or otherwise, without the prior written approval of Company, (c) “frame” or “mirror” any Materials contained on this Site on any other server without the prior written

permission from Company, (d) permit other individuals or companies to use the Services and/or the Materials, (e) modify, translate, reverse engineer, decompile, disassemble or create derivative works based upon this Site, Materials, Services, or any software or programming related thereto, (f) rent, lease, transfer, resell and/or otherwise transfer rights to the Marks, the Materials or the Services, or (g) delete or write over any portion of any software relating in any manner to the Site or the Services. You also agree that you shall only use this Site, the Services, the Marks and the Materials in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, and that your use of this Site, the Services, the Marks and the Materials is subject to all applicable local, state, national and international laws and regulations. You agree that your use of this Site and the Services shall not violate or infringe the rights of any third party. Any forbidden use shall immediately and automatically terminate your license to use the Services and the Materials without notice. Any unauthorized use of the Services, the Marks and/or the Materials contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes. Company reserves any rights not expressly granted herein. You shall be solely responsible for hardware and interconnections and telecommunications to access the Services.

8. Additional Use Restrictions. You may only use this Site, the Services, the Marks and the Materials in a manner that, in Company's sole judgment, is consistent with the intended purposes thereof. If you are unsure of whether any contemplated use or action is permitted, please contact the Company at viewerservices@uptv.com. By way of example, and not limitation, you agree not to:

- a. Use this Site for any commercial purpose, such as conducting sales of tickets, merchandise or services of any kind. Without limiting the foregoing, you may not resell or link to other sites for the purpose of selling tickets of any kind.
- b. Use this Site or the Services if you are temporarily or indefinitely suspended from the Site.
- c. Access, or attempt to access, other areas of the Company computer system or other computer systems through this Site for any purposes.
- d. Use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine,” or copy the Web pages on this Site or the content contained hereon without Company’s prior, express, and written permission.
- e. Use any device, software or routine to interfere, or attempt to interfere, with the proper working of this Site or take any action that imposes an unreasonable or disproportionately large load on Company’s infrastructure.

f. Upload, post, email, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable, or any other Content that could give rise to any civil or criminal liability under both domestic and international law. Pornography and merchandising related to pornography are prohibited under all Services, including providing links to pornographic content elsewhere.

g. Harm, or attempt to harm, minors in any way.

h. Impersonate any person, including, but not limited to, the Site owner, an Company official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person.

i. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page).

j. Upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

k. Upload, post, email or otherwise transmit any Content or materials that infringe any patent, trademark, trade secret, copyright or other proprietary rights of any party.

l. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

m. Upload, post, email or otherwise transmit any materials that contain 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.

n. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' abilities to engage in real time exchanges.

o. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.

p. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law. You shall be responsible for determining what laws or regulations are applicable to your use of the Services.

q. "Stalk" or otherwise harass another.

r. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "crush" sites.

s. Effectuate security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you are not expressly authorized to access.

t. Harvest or collect information about other Site users without their express consent.

u. Restrict or inhibit any other visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site.

v. Express or imply that any statements you make are endorsed by Company without Company's prior written consent.

w. Assist any third party in engaging in any activity prohibited by this Agreement.

x. Provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

9. Monitoring the Site. Company has the right, but not the obligation, to monitor this Site, and Company as a general practice does not monitor this Site or any Content posted hereon or otherwise submitted hereto. Notwithstanding the foregoing, Company reserves the right, but not the obligation, to refuse to post or to remove any Content, or any information or materials from any portion of this Site, in whole or in part, that, in Company's sole discretion, are unacceptable, undesirable, inappropriate or in violation of this Agreement. You acknowledge that Company may establish general practices and limits concerning use of this Site, including without limitation, limiting the maximum number of days that message board postings or other uploaded Content will be retained by this Site, the maximum disk

space that will be allotted on Company servers on your behalf, the maximum length of time that an IP address will be assigned for your use, the maximum throughput of traffic from the Internet or associated service, and the maximum number of times (and the maximum duration for which) you may access this Site in a given period of time. You agree that Company has no responsibility or liability for: (a) the deletion of Content, (b) failure to store or to deliver any messages and other communications, (c) the modification or malformation of data communications over this Site, or (d) other Content maintained or transmitted by this Site. Please remember that this Site and any chat rooms, message boards, or other such forums or communities are merely provided as venues for users to upload, use, exchange and edit Content. Company is not responsible for any user's Content that may appear on this Site; nor is Company responsible for or involved in reviewing, editing, or removing any Content on this Site. Company also does not have any control over and does not guarantee the quality, applicability or accuracy of any Content. Company does not assume any liability associated with a user's use of the Services, the Materials, or this Site, or anything contained hereon, including, without limitation, intellectual property infringement relating to or concerning any Content. Please make sure that the Content you provide conforms to all applicable intellectual property right laws.

10. Hyperlinks. You are granted a limited, nonexclusive, and revocable right to create a "hypertext" link to this Site, provided that such link is to the entry page of this Site and does not portray Company or the Site owner, or any of Company or the Site owner's products or services, in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever. You may not use framing techniques to enclose any Company Trademark or other proprietary information including the images found at this Site, the content of any text or the layout/design of any page or any form contained on a page without Company's express written consent. Links to third party sites on this Site are provided solely as convenience to you. If you use these links, you will leave this Site. Company has not reviewed all of these third party sites and does not control, and is not responsible for, any of these sites or their availability, content, or policies, including, without limitation, privacy policies or lack thereof. Company does not endorse or make any representations about third party sites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk. You acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with the use of or reliance on any such third party sites.

11. Downloadable Materials. Any Materials that are made available to download from this Site are the copyrighted work of Company and/or its or suppliers or other third parties. Without limiting the foregoing, copying or reproduction of the Materials to any other server or location for further reproduction or redistribution is expressly prohibited.

12. Your Information. You agree to (i) provide true, accurate, current and complete transactional information and any information about you and (ii) maintain and promptly update such information to keep it true, accurate, current and complete. You agree to update such information by notifying Company by email of any changes at viewerservices@uptv.com.

13. User ID and Password. You will receive a user ID and password during the registration process. You are fully responsible for maintaining the confidentiality of your user ID and password and all activities that occur under your user ID and password as well as ensuring that you exit from your account at the end of each session. Your user ID and password are for your use only, and you may not transfer your user ID, account, or password to another party without Company's consent. You agree to immediately notify Company by email at viewerservices@uptv.com of any unauthorized use of your ID, password or account or any other breach of security.

14. Notices. Unless otherwise provided herein, notices given by Company to you will be given by email or by conventional mail. Notices will be sent to the email address or mailing address you provide to Company as part of the registration process, or to an updated address that you provide to Company via notice consistent with this section. Notices given by you to Company must be given by email to viewerservices@uptv.com or such updated address(es) as Company may provide to you consistent with this notice provision. Notwithstanding anything herein to the contrary, it is your sole responsibility to update your address for notices hereunder, and notices sent to the email or conventional mailing address last provided by you to Company shall be valid and binding on you regardless of whether such address has been changed, canceled, has expired, has been terminated, or otherwise becomes inoperative.

15. Interstate Nature of Using this Site and Services. When you register with Company, you acknowledge that in using the Services to send electronic communications, you will be causing communications to be sent through Company's computer networks, portions of which may be located in other locations in the United States and portions of which may be located abroad. As a result, and also as a result of Company's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Agreement, you acknowledge that use of the Services results in interstate data transmissions.

16. Fees. All fees shall be at the then current prices. Upon registering for use of the Services, you must choose to pay either by direct charge to a credit or a debit card, and, in doing so, you authorize Company to charge your credit or debit card to pay for any charges that may

apply to your account as they accrue on a monthly or yearly recurring basis, as applicable. You must notify Company of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit Company from charging your account. Failure to make any payment as set forth herein shall be deemed to be a material breach of this Agreement and shall be sufficient cause for the immediate termination of this Agreement by Company. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees. All charges shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed, other than taxes based on Company's net income.

17. Modification or Cancellation of Services. Company may, in its sole discretion and at any time, modify, cancel or suspend the Services, or any part thereof, without cause and without notice. You agree that Company shall not be liable to you or to any third party for any immaterial modification of the Services or any modification of the Services which, in Company's sole discretion, constitutes an improvement. Upon cancellation of the Services, your right to use the Services stops right away. Once the Services are cancelled or suspended, any data or Content you have stored on this Site via the Services may not be retrieved later. Company's cancellation of the Services will not alter your obligation to pay all charges made to your billing account, provided, however, if Company cancels the Services in their entirety without cause, or materially modifies the Services in such a way that compromises the quality or quantity of the Services provided, then Company will refund to you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your Services remaining right before the cancellation or the material and adverse modification.

18. Security. You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure and we cannot guarantee that any personal information you submit to us will be free from unauthorized third party intrusion. You understand and agree that all information you submit to Company is done so at your own risk.

19. Termination. You agree that Company may, under certain circumstances and without prior notice, immediately terminate your account, any associated email address, and access to the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your account includes (a)

removal of access to all offerings within the Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Services. Further, you agree that terminations shall be made in Company's sole discretion and that, except as explicitly provided herein, Company shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Services. Upon any termination of this Agreement, you shall immediately discontinue use of the Services. The making of all payments due hereunder and Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, and 29 shall survive the termination, cancellation, or discontinuation of this Agreement.

20. **DISCLAIMER OF WARRANTIES. YOU AGREE THAT USE OF THE SERVICES AND THIS SITE IS AT YOUR SOLE RISK. THE SERVICES AND THIS SITE, INCLUDING BUT NOT LIMITED TO ALL SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND COMPANY (INCLUDING, WITHOUT LIMITATION, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, INDEPENDENT CONSULTANTS, SUBCONTRACTORS, DISTRIBUTORS, OR ANY CLIENT OF COMPANY (COLLECTIVELY, "COMPANY THIRD PARTIES")) ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY OF YOUR COMMUNICATIONS, DATA, CONTENT, OR PERSONALIZATION SETTINGS. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY AND COMPANY THIRD PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, QUIET ENJOYMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS AND INFORMATIONAL CONTENT. NEITHER COMPANY NOR ANY COMPANY THIRD PARTIES MAKE ANY WARRANTY THAT THIS SITE, THE SOFTWARE, THE MATERIALS, THE PRODUCTS, OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR OR VIRUS FREE OR THAT ANY DEFECTS IN THE SITE, THE SOFTWARE, THE MATERIALS, THE PRODUCTS, OR THE SERVICES WILL BE CORRECTED; NOR DO COMPANY OR ANY COMPANY THIRD PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM, OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH, THE USE OF THE SERVICES OR THIS SITE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE AND THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO A COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE**

SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS CONTAINED HEREIN MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

21. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY OR ANY COMPANY THIRD PARTIES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST OR DAMAGED DATA OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATING TO THE USE, OR INABILITY TO USE, THE SERVICES, THIS SITE, ANY WEBSITES LINKED TO THIS SITE, THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACTS, STATUTES, REGULATIONS, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS OR INFORMATION FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL AND AGGREGATE LIABILITY OF ANY PARTY UNDER THIS AGREEMENT FOR ANY CAUSE OF ACTION OR REASON WHATSOEVER EXCEED \$100.00 OR THE TOTAL FEES YOU PAID TO US IN DURING THE 3 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, WHICHEVER IS GREATER. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS TO DISCONTINUE THE USE OF THE SERVICES. THE LIABILITY OF ANY PARTY UNDER THIS AGREEMENT SHALL BE CUMULATIVE AND NOT PER INCIDENT.

22. Indemnification & Release. You agree to notify Company of, and indemnify, defend, and hold Company and their directors, officers, employees, consultants, agents, and other representatives, harmless from and against, any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement; (b) any allegation that any Content or materials you submit or transmit to this Site, or to other websites, infringe or otherwise violate the copyright, trademark, trade secret, or other intellectual property or other rights of any third party; and/or (c) your activities in connection with this Site and any Services. In addition, if you have a dispute with one or more users, you agree to release Company (and its officers, directors, agents, assigns, and employees) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of, or in connection with, any such disputes. If you are a California resident, you hereby agree to

waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

23. Force Majeure. Company shall not be liable to you or any third party for failure or delay in performing our obligations hereunder if such failure or delay is due to circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Site.

24. Merchandise. Any products, merchandise, or goods that are purchased from this Site are made according to a shipment contract whereby risk of loss and title for such products, merchandise, or goods is passed to you upon delivery by Company (or any agent, subcontractor, or other third party working on behalf of Company) to its carrier. While Company and its affiliates strive to be as accurate as possible, Company and its affiliates do not warrant that product descriptions or other related content are accurate, complete, reliable, current, or error-free. For any products, merchandise, or goods that you purchase from this Site which are not as they were described on this Site, your complete and sole remedy is to return the item unused to Company (or a designated third party) for a full refund (excluding shipping and handling fees).

25. No Right of Survivorship and Non-Transferability. You agree that your Company account is non-transferable and any rights to your user ID, or any Content or other materials within your account, terminate upon your death.

26. Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement. Company respects the intellectual property of others, and we ask our Users to do the same. Company may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Company with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice 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.

Company may be reached for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By email: viewerservices@UPtv.com

27. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site, the Services, or this Agreement (or any other agreement incorporated herein), must be filed within one (1) year after such claim or cause of action arose or forever be barred.

28. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee notwithstanding any conflict of laws provisions. You irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts of Davidson County, Tennessee (the "Tennessee Courts") for any litigation or controversy arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the Tennessee Courts and (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum.

29. General. If any provision(s) of this Agreement is(are) held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. By agreeing to the terms set forth in this Agreement, you agree to waive any right you may have to a jury trial and/or to take part in any class action lawsuits. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part by the

Company. This Agreement may not be assigned in any manner by you without the express, prior written permission of the Company. There are no third party beneficiaries to this Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties regarding the subject matter.

- See more at: <http://www.uptv.com/terms#sthash.D49pupE0.dpuf>