

# HHG-TV.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 HHG-TV and be bound by the TOU, or (2) use HHG-TV 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 HHG-TV in compliance with the TOU; unlicensed use is unauthorized. You agree not to display, "frame," make derivative works, distribute, license, or sell, content from HHG-TV, excluding postings you create. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sub-licensable license to use, copy, display, distribute, and make derivative works from content you post.

**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 HHG-TV, e.g. for downloading, uploading, creating/accessing/using an account, posting, flagging, emailing, searching, or mobile use. You agree not to copy/collect HHG-TV 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 HHG-TV's policies or rules referenced above ("Prohibited Content"). You agree not to abuse HHG-TV's flagging or reporting processes. You agree not to collect HHG-TV user information or interfere with HHG-TV. You agree we may moderate HHG-TV 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 HHG-TV 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 HHG-TV 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 HHG-TV - \$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 HHG-TV - the price per post applicable to that section of HHG-TV; (F) sending an unauthorized/unsolicited email to an email address obtained from HHG-TV - \$25 per violation; (G) using HHG-TV user information to make/send an unauthorized/unsolicited text message, call, or communication to a HHG-TV user - \$500 per text/call/communication; (H) creating a misleading or unlawful HHG-TV account or buying/selling a HHG-TV account - \$4 per violation; (I) abusing or attempting to abuse HHG-TV'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 HHG-TV 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 HHG-TV 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 HHG-TV fees in paid areas HHG-TV.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, StreetJam Television, Inc., and its officers, directors, employees, agents, licensors, affiliates, and successors in interest ("HHG-TV Entities") (1) make no promises, warranties, or representations as to HHG-TV, including its completeness, accuracy, availability, timeliness, propriety, security or reliability; (2) provide HHG-TV on an "AS IS" and "AS AVAILABLE" basis and any risk of using HHG-TV 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 HHG-TV. HHG-TV 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 HHG-TV, 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 HHG-TV ("HHG-TV 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 HHG-TV 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 HHG-TV Entities harmless from any HHG-TV claims, losses, liability, or expenses (including attorneys' fees) that arise from a third party and relate to your use of HHG-TV; 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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