

## Terms of Use & Purchase

This Terms of Use Agreement ("Agreement") constitutes a legally binding contract between Trivision TV, Inc. ("Trivision TV"), a NZ COMPANY, on the one hand, and you, on the other hand, with respect to your use of the Trivision TV Service, and any videos, software, data feeds, information, text, graphics, files or other materials or services (the "Content") displayed or accessible through the Trivision TV Service (collectively, the Trivision TV Service are referred to herein as the "Services"). Your access to and use of the Services are expressly conditioned on your compliance with these Terms of Use. By accessing or using the Services, you agree to be bound by these Terms of Use and you agree to Trivision TV's privacy policy, which may be modified by Trivision TV at any time for any reason and which is incorporated here by reference. If you do not agree to any of these terms or Trivision TV's latest privacy policy, please do not use the Services. Be advised that this Agreement contains disclaimers of warranties and limitations on liability that may be applicable to you.

We reserve the right at any time, with or without cause, to:

1. change the terms and conditions of this Agreement;
2. change the Services, including eliminating or discontinuing any Content or other feature of the Services; or
3. deny or terminate your use of and/or access to the Services.

Any change(s) we make will be effective immediately upon our making such change(s) to the Services, or any Content therein, or otherwise providing notice thereof. You agree that your entering, re-entering, accessing, re-accessing or continuing to use the Services thereafter constitutes your acceptance of such change(s). Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. Registration and Passwords

## Use of the Services

You may only use the Services for your personal and non-commercial purposes, and subject to the restrictions set forth in these Terms of Use. Furthermore, the Services may contain links to or Content from other websites or sources that are completely independent of Trivision TV and may require you to accept additional terms of service which will be presented to you before you can use such Services. Such Content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such Content

In no event will Trivision TV be liable for changing, suspending, removing or disabling access to any Content or any other aspect of the Services. Trivision TV may also impose limits on the use of or access to certain Services, in any case and without notice or liability. There may be interruptions in the delivery or availability of some or all Content at any time. You understand that by using any of the Services, you may encounter Content that may be deemed offensive, indecent, or objectionable, which Content may or may not be identified as having explicit language. Nevertheless, you agree to use the Services at your sole risk and that Trivision TV shall have no liability to you for Content that may be found to be offensive, indecent, or objectionable. You acknowledge and agree that Trivision TV is not responsible for examining or evaluating the content or accuracy, completeness or authenticity of any Content. Trivision TV, its officers, affiliates and subsidiaries do not warrant or endorse the Content and shall not, directly or indirectly, be liable or responsible, in any way, to you or any other person for the Content or for any inaccuracies, errors in or omissions from the Content. By accessing or using the Services, you acknowledge that Trivision TV makes no representations or warranties with regard to the appropriateness or accuracy of the Content available therein.

## Acceptable Use Policy

You agree not to use the Services to take any action(s) that:

are contrary to Trivision TV's public image, goodwill, or reputation;

infringe on our or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

express or imply that any of your statements, activities or causes are endorsed by Trivision TV, without our prior written consent in each instance;

violate any applicable law, statute, ordinance or regulation, or encourage any conduct that could constitute a criminal offense or give rise to civil liability;

are libelous, defamatory, threatening, harassing, invasive of privacy, abusive, tortious, hateful, discriminatory, pornographic or obscene;

transmit any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;

restrict or inhibit any other visitor from using the Services, including, without limitation, by means of "hacking" or defacing any portion of the Services;

modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Services; remove any copyright, trademark, or other proprietary rights notices contained in or on the Services and/or any Content; sublicense, sell, rent, lease, transfer, assign, or convey any rights under this Agreement to any third party, or otherwise commercially exploit or profit from the Information or content of the Services and/or Content, or any portion thereof, in any manner whatsoever;

distribute any virus, worm or other similar or deleterious files, scripts or programming routines;