

YAZOO VIDEO TERMS OF USE

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Limitation of Liability

Your use of, and browsing in, the site is at your own risk. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the site, including the information, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided hereunder. You acknowledge that your use of the site and any information sent or received in connection therewith, may not be secure and may be intercepted by unauthorized parties. You assume responsibility for the entire cost of all necessary maintenance, repair or correction to your computer system or other property. In no event shall Yazoo Video, its subsidiary companies or its affiliates or suppliers be liable for any direct, indirect, punitive, incidental, special, consequential or other damages arising out of or in any way connected with the use of the site or with the delay or inability to use the site, or for any information, software, products and services advertised in or obtained through the site, Yazoo Video removal or deletion of any materials or records

submitted or posted on its site, or otherwise arising out of the use of the site, whether based on contract, tort, strict liability or otherwise, even if Yazoo Video or any of its subsidiary companies, affiliates or suppliers has been advised of the possibility of damages. This waiver applies, without limitation, to any damages or injury arising from any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, file corruption, communication-line failure, network or system outage, or theft, destruction, unauthorized access to, alteration of, or use of any record. You specifically acknowledge and agree that Yazoo Video, its subsidiary companies, affiliates or suppliers shall not be liable for any defamatory, offensive or illegal conduct of any user of the site.

Submissions

While we are always happy to hear from you, to avoid any misunderstandings, be it known; any communication or material you transmit to the Site by electronic mail or otherwise will be treated as non-confidential and non-proprietary. Anything you transmit or post shall be deemed the property of and may be used by Yazoo Video, or its affiliates, for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Yazoo Video is free to use and shall be deemed to own, any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. Disclosure, submission, or offer of any submissions to the Site shall constitute an assignment to Yazoo Video of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such submission. Yazoo Video may edit, copy, publish, distribute, translate, and otherwise use in any medium any submission that you forward to Yazoo Video and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the submission. Yazoo Video is and shall be under no obligation to: (1) maintain any of your or any user's submissions in confidence; (2) to pay to you or any user any compensation for any submissions; or (3) to respond to any of your or any other user's submissions.

Trademarks

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site are registered and unregistered Trademarks of Yazoo Video and others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Yazoo Video or such third party that may own the Trademarks displayed on the Site. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that Yazoo Video will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking of criminal prosecution.

Merchants

Your correspondence or business dealings with, or participation in promotions of, merchants found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant. Yazoo Video will NOT be responsible or liable for any loss and/ or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the Site.

Chat Rooms / Message Boards/ Bulletin Boards

The Site may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Site or others ("Post" or "Postings"). Postings do not reflect the views of Yazoo Video; and Yazoo

Video does not have any obligation to monitor, edit, or review any Postings on the Site. Yazoo Video assumes NO responsibility or liability arising from the content of any such Postings nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such Postings on the Site. You are strictly prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Yazoo Video will fully cooperate with any law enforcement authorities or court order requesting or directing Yazoo Video to disclose the identity of anyone posting any such information or materials.

Indemnification

You agree to indemnify, defend and hold Yazoo Video and its affiliates, and their respective officers, directors, owners, employees, agents, information providers and licensors (collectively the "Indemnified Parties") harmless from and against any and all claims, liability, losses, actions, suits, costs and expenses (including attorneys' fees) arising out of or incurred by any breach by you of these Terms and Conditions. Yazoo Video reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Yazoo Video defense of such claim.

Registration

Yazoo Video provides member-based services ("Services") on the Site, when you register to use these Services, you will be required to provide certain personally identifiable information about yourself. You agree to provide true, accurate and complete information about yourself, and to update the information when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if Yazoo Video suspects that your information is untrue, inaccurate, or incomplete, and then Yazoo Video may, in its sole discretion, suspend, terminate, or refuse future access to your membership in these Services. Any personally identifiable information provided at points of registration on the Site will be subject to the Yazoo Video Web Site Privacy Policy which is posted on the corporate web site.

Children Online Protection Act Notification

Pursuant to 47 U.S.C. Section 230 (d) as amended, Yazoo Video hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the American Links Up web site, <http://www.netparents.org>.

Export Control

The Site is controlled and Operated by Yazoo Video from its offices within the State of Texas, United States of America. Unless otherwise specified, the materials on the Site are presented solely to promote and provide information about Yazoo Video products and services. Yazoo Video makes no representation that the materials in the Site are appropriate or available for use in other locations and other countries. Those who choose to access the Site from other locations or other countries do so on their own initiative and are responsible for compliance with local laws in that territory, if and to the extent that local laws are applicable.

Infringement Policy

Yazoo Video pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Site if it determines in its sole and absolute discretion that you are involved in infringing activity, regardless of whether the material or activity is ultimately determined to be infringing.

Governance

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, as it is applied to agreements entered into and to be performed entirely with such state. Any action you, any third party or Yazoo Video bring to enforce this agreement or, in connection with, any matters related to this Site shall be brought only in either the state or Federal Courts located in Harris County, Texas and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.