

## Terms of Use Agreement

**Last Modified:** February 29, 2016

PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES

This is the official Terms of Use Agreement (“Agreement”) for the Internet website, application or other interactive service (collectively, the “Site,” “we,” “us,” or “our”) that includes an authorized link to this Agreement, offered by Viacom Inc. (“Viacom”). This Agreement governs only the content, features, and activities related to this Site and does not cover websites for any individual Viacom channel, any other websites of Viacom, any websites for any parents, subsidiaries or corporate affiliates of Viacom (collectively, “Affiliates”), or any websites for any other company, unless specifically stated. This Agreement applies whether you are accessing the Site via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered (each, a “Device”).

This Site is designed and targeted only to users 18 years of age or older who reside in the United States of America, its territories and possessions (“U.S.”). **If you are not yet 18 years old, do not reside in the U.S. and/or do not meet any other eligibility requirements, please discontinue using the Site immediately or, if for any reason, you do not agree with all of the terms and conditions contained in this Agreement, please discontinue using the Site immediately, because by using or attempting to use the Site, you certify that you are at least 18 years of age and meet any other eligibility and residency requirements of the Site.**

These terms and conditions regarding your use of the Site constitute a legally binding agreement between you and the Site and Viacom. In this Agreement, the term “Site” includes all websites and web pages within the Site as well as any equivalent, mirror, replacement, substitute or backup websites and web pages that are associated with the Site. By using this Site, you understand, acknowledge and agree that you will abide by the terms of this Agreement and any additional terms that govern certain products and services, which will be presented in conjunction with those products and services (“Additional Terms”). The Site’s Additional Terms and Privacy Policy are hereby incorporated in this Agreement by reference. To the extent that there is a conflict between this Agreement and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. This Agreement will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under this Agreement, the Privacy Policy, any Additional Terms, including any indemnifications, warranties and limitations of liability.

The words “use” or “using” in this Agreement, means any time an individual (a “user”), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the Site, transmit, receive or

exchange data or communicate with the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third party content or sites or any links that may direct your browser or your connection to third party sites or pages. This is the entire and exclusive Agreement between you and us regarding use of the Site and it cannot be modified, except as specifically described below in Section 2.

## **1. Registration**

We may require each user to have a unique user name and password combination in order to access and use certain features or functions of the Site and may also, from time to time, provide users with additional codes or passwords necessary to access and use certain features or functions of the Site. Please read our [Privacy Policy](#), which describes the personally identifiable information (“[Personal Information](#)”) we collect, use, disclose, manage and store. To the extent the Site offers registration, as part of the registration process for the feature or function, you will choose a user name and password (or we may assign an initial password which we will give you the option to change). Your user name and password are personal to you and you may not allow any others to use your user name or password under any circumstances. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. Should you authorize a third party to use your user name and password, you are solely responsible for the acts and omissions of, and any violation of this Terms of Use and/or Additional Terms by, such third party. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your user name or password or any other need to deactivate your user name or password due to security concerns.

## **2. Modifications**

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will post or display notices of material changes on the Site and/or e-mail you or notify you upon login (if applicable) about these changes; the form of such notice is at our discretion. Once we post them on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms and conditions of this Agreement, including, but not limited to, any Additional Terms and the [Privacy Policy](#), regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

## **3. Ownership Of Intellectual Property**

The contents of this Site, including all Site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectable elements of the Site, including, without limitation, the selection, sequence and ‘look and feel’ and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, “Material”), are the property of Viacom and its Affiliates, and any of their respective successors and assigns, and any of their respective licensors, Advertisers (as defined below), suppliers, and operational service providers and are legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term “Site” includes “Material” as well. The Site is to be used solely for your noncommercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes, except that Viacom business partners may use the Site for commercial purposes consistent with their relationship with Viacom. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Material you download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of Viacom or its owner if Viacom is not the owner. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable federal, state and local laws. We require users to respect our copyrights, trademarks, and other intellectual property rights. We likewise respect the intellectual property of others. On notice, we will act expeditiously to remove content on the Site that infringes the copyright rights of others and will disable the access to the Site and its services of anyone who uses them to repeatedly to infringe the intellectual property rights of others.

We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement over this Site and to promptly end any infringement that might occur. If you believe that the Site contains elements that infringe your copyrights in your work, please follow the procedures set forth in our [Copyright Compliance Policy](#).

## **4. Advertising**

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, third parties (collectively, the “Advertisers”) such as our advertisers, sponsors, or promotional partners as a result of your use of the Site. All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you

and the Advertiser or any goods or services you may purchase or obtain from any Advertiser).

## **5. Rules Of Conduct**

Your use of the Site is subject to all applicable local, state and national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your user name or password. You shall not use, allow or enable others to use the Site, or knowingly condone use of this Site by others, in any manner that is, attempts to, or is likely to:

- be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;
- affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site;
- send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called “spamming” and “phishing;”
- transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
- forge any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason;
- violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order or any treaties, or violate or infringe upon any intellectual property rights, rights of publicity or privacy or any other rights of ours or of any other person, firm or enterprise; gain unauthorized access to the Site, other users' accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the terms and conditions of this Agreement;
- modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Site or the rights of use and enjoyment of the Site by any other person, firm or enterprise; or
- collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

## **6. Hyperlinks To Third Party Sites**

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of the Site, Viacom or any of Viacom's Affiliates, any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers. We do not verify, endorse, or have any responsibility for any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, whether the Site's, Viacom's or any of Viacom's Affiliates' logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects Personal Information from you, in no event shall we assume or have any responsibility or liability. Please read our [Privacy Policy](#), which describes how the Site collects and uses your Personal Information and other information, and the nature of certain of our relationships.

## **7. Termination Of Your Use**

We may terminate your use of and registration on the Site, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

## **8. Disclaimer And Limitations Of Liability**

THIS SITE, AND ALL MATERIALS AND PRODUCTS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of the Site, including, without limitation, Materials associated with your use of the Site.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, VIACOM, ANY OF VIACOM'S AFFILIATES, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR

DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING OR CAUSED, WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OR CHARACTERIZATION OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITING THE FOREGOING, THE SITE IS MAINTAINED ON SERVERS IN THE UNITED STATES, AND VIACOM DISCLAIMS ALL LIABILITY FOR ANY USE NOT SPECIFICALLY AUTHORIZED OR THAT IS IN VIOLATION OF THIS AGREEMENT OR THE LAWS OR REGULATIONS THAT MAY APPLY TO YOU IN ANY JURISDICTION OR COUNTRY.

Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have Viacom, upon written notice from you to us, attempt to repair, correct or replace any deficient services under this Agreement. You further understand and acknowledge the capacity of the Site, in the aggregate and for each user, is limited. Consequently some messages and transmissions may not be processed in a timely fashion or at all, and some features or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that Viacom assumes no liability, responsibility or obligation to transmit, process, store, receive or deliver transactions or for any failure or delay associated with any transactions and you are hereby expressly advised not to rely upon the timeliness or performance of the Site for any transactions. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in this Agreement may not apply to you.

## **9. Indemnification**

You agree to indemnify, defend and hold the Site, Viacom, and any of Viacom's Affiliates, and any of their respective successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you or your use of the Site.

Viacom reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with Viacom in the defense of any such claim, action, settlement or compromise negotiations, as requested by Viacom.

## **10. Ads And Malware**

We take great care and pride in creating this Site. We are always on the lookout for technical glitches that affect how the Site works. When we find them on our end, we will fix them. Unfortunately, your Device may cause some glitches that affect how you see our Site -- and that is beyond our control.

If you experience any unusual behavior, content or ads on the Site, it may be the result of Malware on your computer. Malware -- short for MALicious softWARE -- is a term used to broadly classify a form of software which is installed in a computer system with malicious intentions, usually without the owner's knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on the Site is working properly, sometimes Malware programs on your Device may interfere with your experience on our Site and on other sites that you visit.

We suggest that you take some of the following actions which may help to clean your Device and which could prevent future installations of Malware.

- Update your computer via Windows Update (found in the Tools menu in your Internet Explorer web browser).
- Install a SpyWare Removal Tool such as [Spybot Search and Destroy](#)
- [AdAware](#) to clean your computer of Malware.
- Install antivirus software, such as [Norton anti-virus](#) or [McAfee Virus-shield](#)
- Install [Microsoft Defender](#) (for Windows computers).

Please note that we cannot be responsible for the effects of any third-party software including Malware on your computer system. Please make sure to carefully read the Help or Customer Support areas of any software download site. If you do discover any Malware on your system, we also suggest you speak with a qualified computer technician. If, after taking the above actions, you are still experiencing any problems, please feel free to contact us by clicking [here](#).

## **11. Privacy**

We respect your privacy and the use and protection of your Personal Information. Please see our [Privacy Policy](#) for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the Site.

## **12. Law That Applies To This Agreement; Miscellaneous Terms**

This Agreement, together with any Additional Terms, our [Privacy Policy](#) and any other regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contains the entire understanding and agreement between you and the Site and Viacom and supersedes any and all prior or inconsistent understandings relating to the Site and your use of the Site. This Agreement cannot be changed or terminated orally.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of the Site is governed by, construed and enforced in accordance with the internal substantive laws of the State of New York (notwithstanding the State's conflict of laws provisions) applicable to contracts made, executed and wholly performed in New York, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of New York and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. **IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.**

This Terms of Use Agreement was last modified on the date indicated above and is effective immediately.

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