

## **ONTHEBOARDS.TV END USER LICENSE AGREEMENT**

PLEASE READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH YOUR DOWNLOAD, PURCHASE, OR RENTAL.

OntheBoards.tv's ("OtB.tv") End-User License Agreement ("EULA", "Agreement") is a legal agreement between you (either as an individual or a single entity) and OtB.tv for the OtB.tv software product(s) and digital asset(s) which may include associated software components, media, printer materials, and "online" or electronic documentation ("Product"). In order to use this Product, you must select "Accept" at the time of purchase. By clicking ACCEPT, you indicate that you have read and understood and assent to be bound by the terms of this EULA. By downloading, purchasing, installing, copying, or otherwise using this Product, you agree to be bound by the terms of this EULA.

Please note that the terms of this EULA are in addition to the OtB.tv terms and conditions ("Terms and Conditions") and privacy policy ("Privacy Policy") as set out on the OtB.tv website at [www.ontheboards.tv](http://www.ontheboards.tv)

This license agreement, together with the Terms and Conditions, the Privacy Policy, and any usage relating to the use of the Product represents the entire agreement because you and OtB.tv, and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to all terms of this EULA, your only recourse is to discontinue use of this product.

The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold. Please print off the EULA, or store it in your computer, for future reference. OtB.tv reserves the right to modify the terms of the EULA from time to time without notice to you and may assign this EULA to any third party without your consent.

**GRANT OF LICENSE FOR PURCHASE OR RENTAL:** The Product, unless otherwise notified, is owned by On the Boards, incorporated in Washington with UBI/registration number 600421230 whose office is registered at 100 West Roy, Seattle, WA 98109.

This Product is licensed as follows:

### **1) INSTALLATION AND USE**

Subject to the terms and conditions of this Agreement, including the payment of the applicable subscription fees, OtB.tv grants you a personal, limited, non-exclusive, non-transferable license, during the initial term of the subscription and any Renewal Term (as defined in Section 4), to electronically access and use the Product for which the applicable fee has been paid by you. You will be required to accept the terms of this

EULA on your first purchase or use of this Product, and you agree that the terms of this EULA will apply to all Product that you use through the service, unless that Product is covered by a valid end-user license agreement entered into between you and the Licensor of that Product, in which case the terms of that separate end-user license agreement will govern, subject to your prior acceptance of that separate end-user license agreement. Your license to any Product under this EULA is granted by OtB.tv, and your license to any third party product under this EULA is granted by the Licensor of that third party product. OtB.tv reserves all rights in and to the Product not expressly granted to you under this EULA.

You understand that the Product transacted through this service includes a security framework using technology that protects digital information and limits your usage of the Product to certain usage rules established by OtB.tv.

## **2) RESTRICTIONS ON USE**

You acknowledge that your rental or purchase of this Product is only for personal, noncommercial use. You are not licensed or permitted under this EULA to do any of the following and shall not allow any third party to do any of the following: (i) access or attempt to access any other OtB.tv systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the OtB.tv site; (iii) permit any third party to benefit from the use or functionality of the Software via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this EULA; (v) work around any technical limitations in the Product, use any tool to enable features or functionalities that are otherwise disabled in the Product, or decompile, disassemble, or otherwise reverse engineer the Product except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Product, prevent access to or the use of the Product by OtB.tv's other licensees or customers, or impose an unreasonable or disproportionately large load on OtB.tv's infrastructure; or (vii) otherwise use the Product except as expressly allowed under this Section 2.

## **3) RESERVATION OF RIGHTS AND OWNERSHIP**

With your purchase or rental of this Product, you acknowledge that OtB.tv owns the technology and your use of this Product is subject to the above "Restriction on Use." The Product is protected by copyright, trade secret and other intellectual property laws. OtB.tv and its licensors own the title, copyright, and other worldwide intellectual property rights in the Product and all copies of the Product. This EULA does not grant you any rights to trademarks or service marks of OtB.tv.

## **4) SUBSCRIPTION POLICIES**

The Product is licensed on a yearly (12-month) subscription basis. The terms of this Subscription apply to all three kinds of subscriptions offered by OtB.tv: (1) yearly (12-

month) subscription for unlimited rentals; (2) yearly (12-month) subscription for unlimited streaming content and downloads; and (3) subscription for educational institutions. The Product will be deemed accepted by you upon acceptance of this Product and payment of the subscription fee for this Product. Access to the Product will begin after your acceptance of this Agreement and after OtB.tv receives and processes all the information, including the Paypal and credit card information requested by the registration process. You must have a valid Paypal account or credit card with sufficient funds to pay the subscription fee to obtain access to the Software. The payment information you provide must be accurate and complete, and you agree to notify us promptly of any change in the payment information. When you subscribe and provides payment information, your Paypal account or credit card will be charged.

## **5) REGISTRATION**

You must register to use the Product and (i) provide true, accurate, current and complete information as prompted in the sign-up process (the "Registration Data"), and (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any Registration Data that is inaccurate, not current or incomplete, or OtB.tv has reasonable grounds to suspect is inaccurate, not current or incomplete, OtB.tv may, in its sole discretion, suspend or terminate your account and refuse any and all current or future access to and use of the Product (or any portion thereof).

## **6) PRIVACY**

For details about OtB.tv's privacy policies, please refer to the Privacy Statement contained on the OtB.tv website. You agree to be bound by the applicable OtB.tv privacy policy, as it may be amended from time to time in accordance with its terms.

## **7) OTHER RIGHTS AND LIMITATIONS**

- (a) Maintenance of Copyright Notices: You must not remove or alter any copyright notices on any and all copies of this Product
- (b) Distribution: You may not distribute registered copies of the Product to third parties.
- (c) Prohibition on Reverse Engineering, Decompilation, and Disassembly: You may not (and may not permit any third party to) modify, adapt, reverse engineer, decompile, or disassemble the Product in whole or in part.
- (d) Rental: you may not re-sell, rent, lease, transfer, sub-license or lend the Product.
- (e) Support Services: OtB.tv may provide you with support services related to the Product. Any Support Services rendered shall be considered part of the Product and subject to the Terms and Conditions of this EULA
- (f) Compliance with Applicable Laws: You must comply with all state and federal laws regarding the use of this Product.

## **(g) TERMINATION**

Without prejudice to any other rights, OtB.tv may terminate this EULA (a) at any time for any reason on reasonable notice to you; or (b) if you fail to comply with the terms and condition of this EULA. In such event, all rights granted to you under this EULA immediately cease and you must immediately cease using the Product. We may ask you to certify that you have done so.

**(h) CONSENT TO CONDUCT BUSINESS ELECTRONICALLY (CONSENT)**

(a) Consent to Electronic Communications. OtB.tv may be required by law to send Communications to you that may pertain to the Product, the use of information you may submit to OtB.tv, and the services you choose. Additionally, certain of the Third Party Services you choose may require Communications with the third parties who administer these programs. You agree that OtB.tv, on behalf of itself, and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more websites. You consent to receive these Communications electronically. The term Communications means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Product and the Online Services and Third Party Services.

(b) Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Product for as long as you remain a subscriber to the Product.

(c) Hardware and Software Requirements. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a high-speed connection to an Internet service provider, Internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the "I accept" button, you are confirming to us that you have the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider.

(d) Withdrawal of Consent. If you later decide that you do not want to receive future Communications electronically, write to us at: 100 West Roy, Seattle, WA 98109. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Product.

**(i) DISCLAIMER OF WARRANTIES:**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCT, SOFTWARE, SERVICES, AND ANY CONTENT ACCESSIBLE THROUGH THE PRODUCT ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OtB.tv, ITS AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE, SERVICES, CONTENT, AND RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE,

TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. DEVELOPER DOES NOT WARRANT THAT THE SOFTWARE IS SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. FURTHER, DEVELOPER DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SOFTWARE.

**(j) LIMITATION OF LIABILITY**

THE ENTIRE CUMULATIVE LIABILITY OF OtB.tv, ITS SUPPLIERS, AND SERVICES PROVIDERS FOR ANY REASON ARISING FROM OR RELATING TO THIS EULA SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT, UNLESS OTHERWISE SEPARATELY AGREED BY OtB.tv IN WRITING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OtB.tv, ITS SUPPLIERS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, THE LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS OR INVESTMENT, USE OF THE SOFTWARE WITH HARDWARE OR OTHER SOFTWARE THAT DOES NOT MEET OtB.tv's SYSTEMS REQUIREMENTS OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF OtB.tv, ITS SUPPLIERS, SERVICE PROVIDERS, OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**(k) GOVERNING LAW**

The use of this Product and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed according to the laws of Washington and the United States, and parties irrevocably agree that the courts of Washington and the United States shall have exclusive jurisdiction.