

Visitor Agreement

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Please read the following terms carefully. By visiting this website, you agree to the terms of this Visitor Agreement (this “Agreement”).

Purpose, Scope and Eligibility

This website allows visitors to learn about certain products and services, and if you register, you can manage your account information and certain products and services that can be used and/or delivered through your account. Any use or access to the website by anyone under 18 years of age without parental consent is strictly prohibited and in violation of these terms. The website is not available to any users previously removed from the website by Layer3 TV. You may use the website only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

We may change the terms of this Agreement from time to time. By continuing to use the website after we post any changes, you accept and agree to this Agreement, as modified.

At certain places on this website there may be additional or other terms and policies that apply to your use of this website and the services on it. By using the website or those services, you agree to abide by those terms and policies. We may change those terms and policies from time to time. By continuing to use this website after we post any changes, you accept and agree to those terms and policies, as modified.

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Material appearing on this website may be provided by us or our affiliates, customers, partners, or users. Layer3 TV does not claim ownership of, or responsibility for, any material that others submit or post on this website. You are solely responsible for any information that you submit or post on this website. By using this website you agree not to submit, post, or transmit any defamatory, abusive, obscene, threatening, or illegal material, or any other material that infringes on the ability of others to enjoy this website or that infringes on the rights of others. We retain the right to deny access to anyone we believe has violated these terms or any other term of this Agreement.

The material that appears on this website is for general informational purposes only. While we try to ensure that any information we post to this website is both timely and accurate, errors may appear from time to time. We do not make any representations with respect to any information that is posted on this site by us or anyone else. This website may not be updated daily, and certain information may not be the most current information available. Though we may post follow-up information and reports, and may

continue to provide access to the original information and reports, as in an archive of news stories or blog postings, for example, we may not go back and change the original content to reflect new developments. If you're looking for the most recent information on a given subject be sure you're not looking at an out-of-date posting. Before you act on information you've found on our website, you should independently confirm any facts that are important to your decision. You also agree not to use this website for purposes of posting or transmitting any spam, solicitations, or marketing media related to non-Layer3 TV products or services.

By using this website to submit or post material, you (i) warrant that the material and its posting complies with the provisions of this Agreement and applicable laws and regulations, (ii) consent to, license, and authorize Layer3 TV, its agents, suppliers, partners, and affiliates to store, reproduce, use, publish, distribute, and display the material on a worldwide, perpetual, irrevocable, royalty free, and transferable (including the ability to sublicense) basis, (iii) warrant that you have the right to provide this authorization, and (iv) warrant that the material and its posting does not violate or infringe any third party's intellectual property, proprietary, privacy, or other similar rights.

We reserve the right (but assume no obligation) to monitor, delete, move, or edit any submissions or postings that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. We will comply with all requirements of the law regarding disclosure of any submissions or postings on this website to others, including to law enforcement agencies and parties making civil legal requests. We will also comply with any other requirements of the law regarding disclosure of other aspects of your use of this website.

Although we make this website freely accessible, we don't intend to give up our rights, or anyone else's rights, to the materials appearing on the website. As between you and us, Layer3 TV retains sole and exclusive ownership of all rights, title, and interests in the products, services, website, and all intellectual property rights relating thereto. The materials we make available through this website are the property of Layer3 TV or its licensors, and are protected by copyright, trademark, and/or other intellectual property laws. Except for the limited licenses expressly granted to you in this Visitor Agreement, Layer3 TV and its licensors expressly reserve all other rights and licenses. You are free to display and use for your personal, non-commercial use information you receive through this website, but you may not otherwise reproduce, modify, or distribute any of the materials without the prior written consent of their owner. This provision shall survive termination and expiration of this Agreement and shall remain in full force and effect thereafter. The contents of the website are protected by the copyright and other laws of the United States, its treaty countries, and other jurisdictions. Except as may otherwise be provided in a written agreement you have with Layer3 TV, you may not modify, copy, reproduce, republish, upload, post, transmit, transfer or distribute in any way any of the contents of this website or this Agreement. You may download content from this site

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Links

This website may contain links to third party websites that are owned or controlled by third parties. Your use of each third party website is subject to the terms of use and other guidelines, if any, contained within the relevant website. You agree to review and accept such terms of use prior to using such third party websites. Layer3 TV makes no representations whatsoever about any third party website which you may access through the website. When you access a third party website, you agree that it is independent from Layer3 TV, and that Layer3 TV has no control over any content on that website. In addition, a link to a third party website does not mean that Layer3 TV accepts any responsibility for, or otherwise endorses, the content, or the use, of such website. It is up to you to take precautions to ensure that whatever you select for your use is free of items such as viruses, worms, trojans, and other items of a destructive nature.

We welcome links to our website. You are free to establish hypertext links to this site so long as the links do not state or imply any affiliation, connection, sponsorship, or approval of you, your enterprise, or your site by Layer3 TV. We do not permit framing or inline linking to our website or any portion of it.

Feedback

We welcome any comments or questions you may have about this website or the Layer3 TV products and services. We ask that you limit your feedback to these items. Layer3 TV does not solicit, and does not want to receive, submissions containing products, service, or other business ideas, works, inventions, ideas for television programs or movies, or scripts of any kind. If we receive these submissions, we will deem them to be submitted on a non-confidential basis and they will become the sole property of Layer3 TV. Layer3 TV may, in its sole discretion, perpetually and irrevocably reproduce, use, publish, modify, disclose, distribute, or otherwise use these submissions in any way and for any purpose, without payment of a royalty or other compensation to you. All these uses by Layer3 TV shall be without liability or obligation of any kind to you. These uses may include, for example, use of the content of any of these submissions, including any works, marks or names, ideas, inventions, concepts, techniques, or know-how disclosed therein, for any purpose without any obligation to compensate the originator of such communications and without liability to that person.

Privacy

Layer3 TV respects your privacy rights. Layer3 TV and its suppliers collect and use information, including personal information, from this website. We suggest that you

review our [Privacy Policy](#) to better understand what information is collected, and how that information will be used.

Orders for Products and Services

All orders you place or request for products and services through this website are subject to the availability, terms and conditions that apply to the particular products and services at the time you place your order. All products and services, their contents, availability, and pricing are subject to change at any time with or without notice.

Account Registration

You may need to register an account on the website to access certain products, services, tools, or resources on the website. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to enter the service under the name of, another person. Layer3 TV reserves the right to reject or terminate any user name that, in its judgment, it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify us of any known or suspected unauthorized use of your account.

Copyright Infringement

Layer3 TV is committed to complying with U.S. copyright and related laws and requires all users of this website to comply with these laws. Accordingly, you may not use this website to store any material or content, or disseminate any material or content, in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

If you are the owner of any copyrighted work and believe your rights under U.S. copyright law have been infringed by any material on the this website, you may take advantage of certain provisions of the Digital Millennium Copyright Act (the "DMCA") by sending Layer3 TV's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Layer3 TV's receipt of a satisfactory notice of claimed infringement, Layer3 TV will respond expeditiously either directly or indirectly: (i) to remove the allegedly infringing work(s) accessible through this website; or (ii) to disable access to the work(s). It is Layer3 TV's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate access to this website for any user who is either found to infringe third-party copyright or other intellectual property rights, including repeat infringers, or who Layer3 TV, in its sole discretion, believes is infringing these rights. Layer3 TV may terminate access to this website at any time with or without notice for any affected customer or user. If the affected user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter-notification to Layer3 TV. Upon Layer3 TV's receipt of a counter-notification that satisfies the requirements of DMCA, Layer3 TV will provide a copy of the counter-notification to the person who sent the original notification of claimed infringement and will follow the

DMCA's procedures with respect to a received counter-notification. In all events, you expressly agree that Layer3 TV will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send Layer3 TV a notification of claimed infringement to report alleged infringements of their works to:

Layer3 TV, Inc.
Attn: Chief Marketing Officer (DMCA Notifications)
1660 Wynkoop Street, Suite 800
Denver, Colorado 80202

With a copy to:

Attn: Office of the General Counsel (DMCA Notifications)
1660 Wynkoop Street, Suite 800
Denver, Colorado 80202

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Layer3 TV, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

Trademarks

The Layer3 TV trademarks displayed on this website, such as the Layer3 TV logo and design, are trademarks and/or service marks of Layer3 TV or its owners, agents, suppliers, partners, or affiliates. Other trademarks appearing on this website or other Layer3 TV sites linked to from this website are the property of Layer3 TV or their respective owners.

Termination

Layer3 TV reserves the right at any time to suspend, restrict or terminate your use of this website if you fail to comply in full with any term of this Agreement, or any other terms, agreements, or policies that apply to this website and the use of it. Layer3 TV also reserves the right to discontinue this website at any time for any reason or no reason at all.

Indemnification

You agree to indemnify and hold harmless Layer3 TV, its suppliers, partners, and affiliates and all of their respective officers, directors, employees, agents, licensors, suppliers, and any third-party information providers against all actions, lawsuits, fines, penalties, judgments, claims, losses, expenses, damages, and costs (including reasonable attorney fees) resulting from any breach of this Agreement or use of this website by you, including, without limitation, such costs and expenses incurred by Layer3 TV, its owners, suppliers, partners, or affiliates in connection with such party's

defense thereof. Your indemnification obligation shall survive the termination of this Agreement. At our election, we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with Layer3 TV in connection with our defense.

Disclaimer of Warranties and Liability

YOU AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE WEBSITE, AND THE UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THIS WEBSITE OR ANY MATERIAL AVAILABLE THROUGH THIS WEBSITE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THIS WEBSITE. YOU UNDERSTAND THAT LAYER3 TV MAKES NO REPRESENTATIONS OR WARRANTIES ON BEHALF OF ANY OWNER, SUPPLIER, AGENT, OR AFFILIATE, AND THAT THIS AGREEMENT DOES NOT CREATE ANY PRIVACY BETWEEN YOU AND SUCH PARTIES. THERE ARE NO THIRD PARTY BENEFICIARIES.

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Miscellaneous

This Agreement, including those terms hyperlinked and incorporated herein and/or otherwise set forth on our website in connection with the contents therein, constitutes the entire agreement between Layer3 TV and you regarding the subject matter hereof. You agree that Layer3 TV may freely assign or otherwise transfer (e.g., sell) your assent to this Agreement without your prior consent and any and all information collected in connection with your use of this website or submitted in connection with your application and/or registration for products or services, but you may not assign or otherwise transfer any agreement(s) with us without first obtaining our prior written consent.

This Agreement has been made in and shall be construed in accordance with the laws of the State of Colorado, without giving effect to its conflict of law provisions. By using this website, you agree and hereby consent to the exclusive jurisdiction of the state and federal courts in Denver, Colorado, in all disputes arising out of or relating to this Agreement or this website. If any provision in this Agreement is declared to be illegal, invalid, or is otherwise in conflict with any law, then such provision will automatically be considered modified to the minimum extent necessary to make such provision legal, binding, and no longer in conflict with such law, without affecting the validity of any other provision herein, and any and all other provisions will remain in full force and effect to the fullest extent permitted by law.

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