

TownCast.com Terms of service

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE www.towncast.com WEBSITE OR RELATED SERVICES.

YOUR ACCESS OR OTHER USE OF THE TownCast SITE OR SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE TERMS OF SERVICE SET FORTH BELOW.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE TownCast SITE OR SERVICES AND SHOULD EXIT IMMEDIATELY.

Welcome to www.towncast.com, operated by TownCast, a service of Craig Williams Creative, Inc. ("TownCast", "we" or "us"). By using the services offered on or through www.towncast.com (the "TownCast Site"), you are agreeing to the terms and conditions listed below (the "Terms of Service" or "TOS"). We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms of Service at any time. You can always check out the most current version of these Terms of Service at this page.

In addition to these Terms of Service, your use of the TownCast Site and/or Services is governed by our [<Privacy Policy> \(link\)](#). You agree to TownCast's collection, use and sharing of your information as set forth in the Privacy Policy, which may be amended by us from time to time in our discretion. When using particular Services (as defined below), you shall be subject to any posted terms or guidelines applicable to such services, and any other terms or conditions applicable to Services provided by or in conjunction with any of TownCast's content and service partners. The Privacy Policy and any posted terms or guidelines are hereby incorporated by reference into these Terms of Service.

If you do not understand or agree to these Terms of Service, please do not use the TownCast Site or any Services (as defined below), and do not register to be a member of TownCast. If you have any questions or concerns regarding these Terms of Service, please let us know by emailing us at support@towncast.com.

Do not use the Services until these questions and concerns have been answered to your satisfaction, and you agree to abide by the terms and conditions of these Terms of Service.

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Overview

The TownCast Site offers a multi-purpose service, which allows you to, among other things, upload and share video footage. Services may be offered by TownCast itself, or by a third party partner/service provider. Certain Services may only be available to premium subscribers. Unless otherwise stated, these Terms of Service apply to all Services. All content and additional or replacement services made available through the TownCast Site that were not made available as of the "Last Updated" date above shall automatically be deemed to be part of the "Services" when first made available through the TownCast Site.

Use of the Services; Eligibility; Grant of Limited License

You may access the TownCast Site and use the Services for personal, non-commercial purposes. Use of the Services is void where prohibited. By accessing or otherwise using the TownCast Site and/or Services, you are acknowledging and agreeing, and representing and warranting that (i) you have read, understand, and agree to be legally bound and to abide by these Terms of Service, just as if you had signed a written agreement; (ii) you have the right, authority and capacity to enter into this agreement and to abide by all the terms and conditions of these Terms of Service; and (iii) if you are acting on the behalf of any person or entity, you are authorized to act on behalf of such party.

You must be an individual of 15 years of age or older to register or use the Services. If you are not yet 15 years old, do not use the Services. Notwithstanding anything to the contrary herein, to access, subscribe to, download, view and/or otherwise use the TownCast Site or Services for any "R Rated" material is forbidden.

If you are at least 15 but not yet 18 years of age: Please have your parents or legal guardian review these Terms of Service with you, discuss any questions you might have, and give you their permission to register and use the Services with both your and their full understanding of these Terms of Service. By using the Services, you are telling us that you and your parent or guardian have joined in this agreement.

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If you are a parent or guardian: Parents and guardians are advised to exercise supervision over their children's on-line activities. If you do not agree to these Terms of Service, do not let your child use the Services. If you have any further questions about our Services please contact us at support@towncast.com. If you are the parent or guardian of a child under 15 and believe that he or she is using the Services, please contact us at support@towncast.com.

Notice to parents/guardians: Portions of the TownCast Site include user-generated-content. TownCast assumes no responsibility for filtering or monitoring the content viewed by its members; accordingly minor members' parents or guardians shall be solely responsible for filtering and/or monitoring their child's use of the TownCast Site and/or Services.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: (a) modify or discontinue the Services, including, but not limited to (i) restricting or terminating any user's right to use the Services, with or without notice; (b) offer opportunities to some or all users of the Services. You agree that neither we nor any of our affiliates shall be liable to you or to any third party for any modification, suspension or discontinuance of the Services, in whole or in part, or of any service, content or feature offered through the Services. Your continued use of the Services following the posting of changes to these TOS will constitute your acceptance of such changes.

Subject to the above, the terms and conditions set forth herein, and any applicable third party restrictions, TownCast grants you a revocable, non-transferable, non-exclusive and non-sublicensable limited right and license to view, use and access the Services to (a) incidentally view, print and download the images, text, graphics, photographs, audio, video and other content to the extent made available by TownCast for such purposes on the Site, solely for your informational purposes and for your immediate, private, personal and non-commercial use; and (b) make purchases of goods and services through links found on or through the Services. At all times you must retain all TownCast or third party copyright and proprietary notices contained in the original materials or any copies thereof. All rights to ownership or use not expressly stated herein are reserved by TownCast, and TownCast disclaims any and all implied licenses.

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Registration –

In order to use certain Services, you must become a registered user of the TownCast Site. You agree that TownCast user names are the property of TownCast, and we reserve the right, in our sole discretion, to change, remove or replace any user name for any reason. We may refuse to grant you, and you may not use, a TownCast user name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. Please note that your user name may be viewed by the public, so you should not choose a user name that personally identifies you.

If you elect to register to use the Services, utilize the TownCast Site and/or participate in any TownCast promotions, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the TownCast registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it accurate. If you provide any information that is untrue, inaccurate, or incomplete, or TownCast has reasonable grounds to suspect that such is the case, TownCast has the right to suspend or terminate your account and refuse any and all current or future use of the TownCast Site and/or Services (or any portion thereof).

In addition to any other Registration Data, to register with TownCast you will be required to choose a password and an account name. You are solely responsible for maintaining the confidentiality of any password you may use to access the Services, and agree not to transfer your user name or password, or lend or otherwise transfer your use of or access to the Services, to any third party. You are fully responsible for all activity that occurs in connection with your user name or password. You agree to immediately notify us of any unauthorized use of your user name or password or any other breach of security related to your account or the Services, and to ensure that you "log off"/exit from your account (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

TownCast's Privacy Policy

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Pursuant to TownCast's Privacy Policy, we may disclose to third parties certain information contained in your Registration Data or related data. We may also disclose such information if we have a good faith belief that such action is reasonably necessary to comply with the law, legal process, or to enforce these Terms of Service. For more information, please see our full [<Privacy Policy> \(link\)](#)

Material Storage and Delivery; Termination of Inactive Accounts

The amount of storage space and bandwidth per member may be limited. Accounts may be archived, or materials may be purged at such time intervals as TownCast or its third party service provider(s) determine in their sole discretion. Some materials may not be stored, served or processed due to space constraints, serving/ bandwidth limitations or disruptions in the system(s). You agree that TownCast is not responsible or liable for the deletion or failure to store, serve or process any materials or other information.

Accounts may be terminated and/or deleted from our system if they remain inactive for a period of ninety (90) or more days. In the event of a suspension or deletion of an account, materials may no longer be accessible.

Submissions

Except as otherwise provided herein, any and all comments, suggestions, ideas, graphics, videos, content, data and other information that you transmit to TownCast through the Services (each, a "Submission") shall remain your sole and exclusive property, and you shall be solely responsible for your Submission and the consequences of posting or publishing it. By submitting your Submission to TownCast, you hereby grant TownCast and its affiliates, successors and assigns a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sub-licensable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, transmit or otherwise distribute, perform, modify, incorporate into other works, publicly perform and display your Submission or any portion thereof, in or through any medium, whether now known or hereafter created.

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TownCast shall be entitled to unrestricted use of any Submission for any purpose whatsoever, commercial or otherwise, without compensation to the submitter. You also grant each user of the TownCast Site and Services a non-exclusive license to access your Submission through the TownCast Site or any other access point authorized by TownCast, and to use, copy, transmit or otherwise distribute, perform, publicly perform, create derivative works of, and display your Submission to the extent expressly authorized by TownCast on the TownCast Site and/or in this TOS. Any Submission you provide TownCast will be deemed public information. None of the Submissions shall be subject to any obligation of confidence on the part of TownCast, and TownCast shall not be liable for any use or disclosure of any Submissions. **All Submissions are subject to the COMMUNITY STANDARDS AND CONDUCT listed below.**

For any Submission that is a video, the licenses granted by you herein shall terminate within a commercially reasonable time after you remove or delete such Submission from the Site. You understand and agree, however, that TownCast may retain (but not display, distribute, or perform) server copies of Submissions that have been removed or deleted, and that TownCast shall have no obligation to attempt to remove from distribution any of your Submissions that are videos that are otherwise publicly available through the Internet or other publicly accessible medium. For any Submission that is not a video, the licenses granted by you herein are perpetual and irrevocable.

By submitting a Submission, you waive the right to make any claim against TownCast, or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders related to the Submission, including, but not limited to, unfair competition, intellectual property infringement, invasion of privacy, negligence, breach of implied contract or breach of confidentiality, and you further waive all moral rights, so-called "droits morales" and any right of attribution you may have in any materials uploaded or sent to us by you. You represent and warrant that your Submission: (a) shall be true, accurate, current, complete and not misleading, (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights, (c) shall not be fraudulent or involve counterfeit or stolen information or items, (d) shall not violate any law, statute, ordinance or regulation, and (e) shall not create any liability for TownCast or any of its respective parents, subsidiaries,

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affiliates, successors, assigns, employees, agents, directors, officers and shareholders. You also agree to maintain and promptly update your Submission by means of the Services in order to keep that information true, accurate, current and complete.

You further represent and warrant that (i) you own or have the necessary licenses, rights, consents and permissions to use and authorize TownCast to use all patent, trademark, trade secret, copyright or other proprietary rights in and to your Submission to enable inclusion and use of the Submission in the manner contemplated by this TOS; and (ii) you have any and all necessary written or implied consents, releases, and/or permissions of each and every identifiable individual person in the Submission to use the name, picture and likeness of each and every such identifiable individual person to enable inclusion and use of the Submission in the manner contemplated by this Agreement.

Notice: User-Generated-Content Disclaimer

TownCast does not and cannot review all Submissions posted to or created by users accessing the Services (including, but not limited to, the TownCast Site), and is not in any manner responsible for the content of these communications or the activities of these users. You acknowledge that by providing you with the ability to view and distribute user-generated-content through the Services (including, but not limited to, the TownCast Site), TownCast is merely acting as a passive conduit for the distribution of such information, and is not undertaking any obligation or liability relating to the content or the users' activities. Accordingly, TownCast does not guarantee the accuracy, integrity, completeness, non-infringement or quality of such content. TownCast and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not undertake or assume any duty to monitor the TownCast Site for inappropriate content. You understand that by using the TownCast Site or Services, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will TownCast be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise

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transmitted on or via the TownCast Site or Services. TownCast and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation. Notwithstanding the foregoing, TownCast reserves the right to block or remove communications, postings or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading; (c) in violation of a copyright, trademark, patent, trade secret, intellectual property or other rights of another or (d) offensive or otherwise unacceptable to TownCast, in its sole discretion.

Community Standards and Conduct

You acknowledge that each Submission, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Submission originated. This means that you are entirely responsible for any Submission that you post, email or otherwise transmit to or via the TownCast Site or Services.

You agree to not use the Services (including, without limitation, the TownCast Site) to:

- upload, post, email or otherwise transmit any Submission that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, an TownCast official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Submission transmitted through the Service;
- solicit other users of the TownCast Site to join or become members of any online or other service;

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- upload, post, email or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks or third party providers connected to, or providing the Services;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- "stalk" or otherwise harass another member or user of the Services; or
- collect or store personal data about other users, or members.

Links/External Sites and Resources

The Services and certain Submissions may contain, and other users or third parties may provide, advertisements for or links to other World Wide Web sites or

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resources. These sites and resources are not controlled by TownCast, and the mere existence of the link on the TownCast Site does not imply an endorsement by TownCast. External Web sites and resources are not subject to these Terms and Conditions or the TownCast Privacy Policy, and may be subject to other terms and conditions or policies posted therein. Because TownCast has no control over such sites and resources, you acknowledge and agree that TownCast is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Submission, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that TownCast shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Submission, goods or services available on or through any external site or resource. Your use of external sites or resources is at your own risk.

Disclaimer

TownCast and its service providers utilize diligent efforts to maintain the Services, but TownCast and its service providers are not responsible for any defects or failures associated with the Services, including, without limitation, the email service, or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures. In addition, TownCast and its service providers make no guarantees as to the sites and information located worldwide throughout the Internet to which you may access as a result of the use of the Services, including as to: (i) the accuracy, currency, content, completeness, non-infringement or quality of any such sites and information, or (ii) whether any search using the Services may locate unintended and objectionable content.

Please Note the Following Important Disclaimers of Warranties:

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU USE THEM AT YOUR SOLE RISK. TownCast EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY

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ARISING UNDER THE UNIFORM COMMERCIAL CODE, USAGE OF TRADE, COURSE OF CONDUCT OR OTHERWISE.

WITHOUT LIMITATION, TownCast MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES, INCLUDING EMAILS, SUBMISSIONS, CONTENT OR OTHER MATERIALS OR COMMUNICATIONS SENT VIA THE SERVICES, IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU FROM TownCast PERSONNEL OR THROUGH THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF SERVICE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TownCast SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TownCast HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE TownCast SITE OR SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO

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THE SERVICES OR OPERATION OF THE TownCast SITE. IN NO EVENT SHALL TownCast'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE TownCast SITE.

You acknowledge and agree that TownCast and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be responsible or liable for (i) any unauthorized access to or alteration of your Submission; (ii) any Submission sent or received or not sent or received and (iii) any Submission stored on storage devices owned, operated or controlled by TownCast. You acknowledge and agree that TownCast and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be responsible or liable for any Submission or conduct of any third party, including, but not limited to, content sent using and/or included within the Services provided by any other user of the TownCast Site or any third party licensors or suppliers of TownCast.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF ANY OF THE EXCLUSIONS SET FORTH IN THIS SECTION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU FIRST ACCESS THE SERVICES, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

Indemnification

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TownCast, LLC, ITS PARENTS, AFFILIATES AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL THIRD

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PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES) ARISING FROM YOUR USE OF THE TownCast SITE OR SERVICES, YOUR VIOLATION OF THESE TERMS OF SERVICE OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO IMMEDIATELY NOTIFY TownCast OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

Termination and Modification

You agree that TownCast, in its sole and absolute discretion, may terminate your password, account (or any part thereof) or use of the Services, and remove and discard any Submission(s) or other content within the Services, for any reason, including, without limitation, for lack of use or if TownCast believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Service. TownCast may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that TownCast may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that TownCast shall not be liable to you or any third-party for any termination of your access to the Services.

The provisions of these Terms of Service pertaining to disclaimers, exclusion of damages, limitations of liability and indemnification shall survive termination.

Intellectual Property

You acknowledge that the TownCast Site and Services contain information, software, photos, video, text, graphics, music, sounds or other material (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All TownCast-generated Content and Content provided to TownCast by its partners and licensors is copyrighted individually and/or as a collective work under the U.S.

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copyright laws; further, TownCast owns a copyright in the selection, coordination, arrangement and enhancement of all Content and in the TownCast Site as a whole. Subject to your compliance with the TOS, and solely for so long as you are permitted by us to access and use the Services, you may download one copy of the materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices, and are in compliance with these Terms of Service. Unless otherwise specified, modification of the Content or use of the Content for any other purpose, including use of any such Content on any other Web site or networked computer environment is strictly prohibited. In the event you download software provided by the TownCast Site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us. We do not transfer title to the Software to you. Except as otherwise expressly authorized in writing in advance by us, you agree not to reproduce, redistribute, sell, modify, rent, lease, loan, adapt, translate, create derivative works based (whether in whole or in part) on, decompile, reverse engineer, disassemble, or otherwise reduce all or any part of the Services, including the TownCast Site, the Content or the Software.

The TownCast name and logo(s) are the exclusive property of TownCast or its affiliates. All other trademarks appearing on the Services are trademarks of their respective owners. Our partners or service providers may also have additional proprietary rights in the content which they make available through the Services. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

Third Party Intellectual Property; Copyright Notifications

TownCast respects the intellectual property of others, and we ask our users to do the same. TownCast may, in appropriate circumstances and at its discretion,

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terminate the accounts of users who infringe the intellectual property rights of others. TownCast will remove infringing materials in accordance with the Digital Millennium Copyright Act if properly notified that content infringes copyright.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide TownCast's Copyright Agent with a written notification containing at least the following information (please confirm these requirements with your legal counsel, or see Section 512(c)(3) of the U.S. Copyright Act, 17 U.S.C. §512(c)(3), for more information):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the TownCast Site, sufficient for TownCast to locate the material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your work has been removed or disabled by mistake or misidentification, please provide the TownCast's Copyright Agent with a written counter-notification containing at least the following information (please confirm these requirements with your legal counsel or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. §512(g)(3), for more information):

- a physical or electronic signature of the subscriber/user of the Services;
- identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

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- a statement made under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- the subscriber's name, address, telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

You acknowledge that if you fail to comply with all of the aforementioned notice requirements, your notification or counter-notification may not be valid and that TownCast may ignore such incomplete or inaccurate notices without liability of any kind.

Under Section 512(f) of the Copyright Act, 17 U.S.C. §512(f), any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

Please contact TownCast's Copyright Agent for copyright/intellectual property infringement notifications or counter-notifications at:

TownCast

4742 Holts Prairie Road

Pinckneyville, Illinois 62274

Attn: Legal Dept. – Copyright Agent

Email: support@towncast.com

18 U.S.C. §2257 Compliance Notice

All pictures, graphics, videos or other visual media displayed on the TownCast Site are exempt from the provision of 18 U.S.C. section 2257 and 28 C.F.R. 75 because said visual media do not consist of depictions of conduct as specifically listed in 18 U.S.C. section 2256 (2) (A) through (D), but are merely depictions of non-sexually explicit nudity, or are depictions of simulated sexual conduct, or are otherwise exempt because the visual depictions were created prior to July 3, 1995.

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The owners and operators of the TownCast Site and Services are not the primary producer (as that term is defined in 18 U.S.C. section 2257 or subsequent case law defining such) of any of the visual content contained in the TownCast Site.

Electronic Delivery/Notice Policy and Your Consent

By using the Services, you consent to receive from TownCast all communications including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "Contract Notices") electronically.

TownCast may provide such electronic Contract Notices by posting them on the TownCast Site. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of the TownCast Site and Services.

Governing Law and Other Miscellaneous Terms

These Terms of Service (and any further rules, policies or guidelines incorporated by reference herein) shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods. You agree that the TownCast Site (and all Services) is deemed a passive website that does not give rise to personal jurisdiction over TownCast or its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than the State of Illinois. You agree that any action at law or in equity arising out of or relating to these terms, or your use or non-use of the Services, shall be filed only in the state or federal courts located in Perry County in the State of Illinois and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. You hereby irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

These Terms of Service (and any further policies or documents incorporated by reference herein) constitute the entire understanding between TownCast and users

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of the TownCast Site and Services concerning the subject matter hereof and may not be modified except by revised Terms of Service posted by TownCast. These Terms of Service, which may be modified or amended by TownCast from time to time, in its sole discretion, supersedes all prior understandings and agreements, whether written or verbal with respect to the subject matter hereof. If any of the provisions of these Terms of Service will contravene, or be invalid under, the laws of the particular jurisdiction where performed, such contravention or invalidity will not invalidate the whole agreement, rather these Terms of Service will be construed as if not containing the particular provision or provisions held invalid, and the rights and obligations of the parties will be construed and enforced accordingly.

Notwithstanding the foregoing, the TOS does not modify, alter or amend any other specific agreement you have entered or will enter into with TownCast. To the extent that any provision of the TOS, or any supplemental agreement offered as any part of any registration for additional services on the TownCast Site or within the Services, conflicts with any provision of your other agreements with TownCast, the terms and conditions of such other agreement shall, take precedence over the conflicting term(s) and conditions of this TOS, unless otherwise expressly provided in such other agreement.

No failure or delay by TownCast in exercising any right, power or privilege under these Terms of Service will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms of Service. If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

These Terms of Service are binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executor, administrators, personal representatives and permitted assigns. Users may not assign their rights or obligations hereunder without TownCast's prior written consent.

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