1. **Acceptance of Agreement.** You agree to the terms and conditions outlined in this Terms and Conditions of use Agreement (Agreement) with respect to our site (the Site). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, free product samples or freebie offers or services provided by or listed on the Site, and the subject matter of this Agreement. This Agreement may be amended by us at any time and at any frequency without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.
2. **Copyright.** The content, organization, graphics, design, and other matters related to the Site are protected under applicable copyrights and other proprietary laws, including but not limited to intellectual property laws. The copying, reproduction, use, modification or publication by you of any such matters or any part of the Site is strictly prohibited, without our express prior written permission.
3. **Deleting and Modification.** We reserve the right in our sole discretion, without any obligation and without any notice requirement to you, to edit or delete any documents, information or other content appearing on the Site, including this Agreement.
4. **Indemnification.** You agree to indemnify, defend and hold us, our officers, our share holders, our partners, attorneys and employees harmless from any and all liability, loss, damages, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
5. **Disclaimer.** THE CONTENT, SERVICES, FREE PRODUCT SAMPLES AND FREEBIE OFFERS FROM OR LISTED THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS SITE AND ANY WEBSITE WITH WHICH IT IS LINKED. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION, WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF MONEY, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU THE USER. THIS SITE AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. THE INFORMATION AND ALL OTHER MATERIALS ON THE SITE ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND DO NOT CONSTITUTE PROFESSIONAL ADVICE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY AND COMPLETENESS OF ALL INFORMATION AVAILABLE ON THIS SITE OR ANY WEBSITE WITH WHICH IT IS LINKED.
6. **Limits.** All responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. We will not be liable to you for any incidental, special or consequential damages of any kind that may result from use of or inability to use the site.
7. **Third-Party Website.** All rules, terms and conditions, other policies (including privacy policies) and operating procedures of third-party linked websites will apply to you while on such websites. We are not responsible for the content, accuracy or opinions express in such Websites, and such Websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Website on our Site does not imply approval or endorsement of the linked Website by us. This Site and the third-party linked websites are independent entities and neither party has authority to make any representations or commitments on behalf of the other. If you decide to leave our Site and access these third-party linked sites, you do so at your own risk.
8. **Third-Party Products and Services.** We advertise third-party linked websites from which you may purchase or otherwise obtain certain sample goods, freebie offerings or free trial services. You understand that we do not operate or control the products, free offerings or services offered by third-party linked websites. Third-party linked websites are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and third-party linked websites. You agree that use of such third-party linked websites is at your sole risk and is without warranties of any kind by us, expressed, implied or otherwise. Under no circumstances are we liable for any damages arising from the transactions between you and third-party linked websites or for any information appearing on third-party linked websites or any other site linked to or from our site.
9. **Submissions.** All suggestions, ideas, notes, concepts and other information you may send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.

**General.** You agree that all actions or proceedings arising directly or indirectly out of this agreement, or your use of the site or any sample products, freebie offers or services obtained by you through such use, shall be litigated in the circuit court of Los Angeles County, California or the United States District Court for the Central District of California. you are expressly submitting and consenting in advance to such jurisdiction in any action or proceeding in any of such courts, and are waiving any claim that Los Angeles, California or the central district of California is an inconvenient forum or an improper forum based on lack of venue. This site is controlled by Perfect Insight, Inc. in the State of California, USA. As such, the laws of California will govern the terms and conditions contained in this Agreement and elsewhere throughout the Site, without giving effect to any principles of conflicts of laws.

1. Your Acceptance

1. By using or visiting the YouTube website or any YouTube products, software, data feeds, and services provided to you on, from, or through the YouTube website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Google's Privacy Policy, found at <http://www.google.com/intl/en/policies/privacy/> and incorporated herein by reference, and (3) YouTube's Community Guidelines, found at [www.youtube.com/t/community\_guidelines](http://www.youtube.com/t/community_guidelines) and also incorporated herein by reference. If you do not agree to any of these terms, the Google Privacy Policy, or the Community Guidelines, please do not use the Service.
2. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version [www.youtube.com/t/terms](http://www.youtube.com/t/terms)). YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

1. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. “Content” includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of YouTube, including but not limited to all products, software and services offered via the YouTube website, such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.
2. The Service may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.
3. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

1. In order to access some features of the Service, you will have to create a YouTube or Google account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
2. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Service—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

1. You agree not to distribute in any medium any part of the Service or the Content without YouTube's prior written authorization, unless YouTube makes available the means for such distribution through functionality offered by the Service (such as the Embeddable Player).
2. You agree not to alter or modify any part of the Service.
3. You agree not to access Content through any technology or means other than the video playback pages of the Service itself, the Embeddable Player, or other explicitly authorized means YouTube may designate.
4. You agree not to use the Service for any of the following commercial uses unless you obtain YouTube's prior written approval:
	* the sale of access to the Service;
	* the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
	* the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from YouTube appears on the same page and is of sufficient value to be the basis for such sales.
5. Prohibited commercial uses do not include:
	* uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
	* showing YouTube videos through the Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4.D; or
	* any use that YouTube expressly authorizes in writing.
6. (For more information about what constitutes a prohibited commercial use, [see our FAQ](http://support.google.com/youtube/bin/answer.py?answer=71011&hl=en-US).)
7. If you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the YouTube website.
8. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.
9. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
10. In your use of the Service, you will comply with all applicable laws.
11. YouTube reserves the right to discontinue any aspect of the Service at any time.

5. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

1. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law.
2. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a “download” or similar link displayed by YouTube on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of YouTube or the respective licensors of the Content. YouTube and its licensors reserve all rights not expressly granted in and to the Service and the Content.
3. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
4. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless YouTube, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct

1. As a YouTube account holder you may submit Content to the Service, including videos and user comments. You understand that YouTube does not guarantee any confidentiality with respect to any Content you submit.
2. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to YouTube all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.
3. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
4. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant YouTube all of the license rights granted herein.
5. You further agree that you will not submit to the Service any Content or other material that is contrary to the YouTube Community Guidelines, currently found at [www.youtube.com/t/community\_guidelines](http://www.youtube.com/t/community_guidelines), which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
6. YouTube does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with Content. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and YouTube will remove all Content if properly notified that such Content infringes on another's intellectual property rights. YouTube reserves the right to remove Content without prior notice.

7. Account Termination Policy

1. YouTube will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.
2. YouTube reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. YouTube may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

8. Digital Millennium Copyright Act

1. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
	* A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
	* Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
	* Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
	* Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
	* A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
	* A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
	* YouTube's designated Copyright Agent to receive notifications of claimed infringement is Shadie Farazian, 901 Cherry Ave., San Bruno, CA 94066, email: copyright@youtube.com, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through [//support.google.com/youtube/?hl=en-US](http://support.google.com/youtube/?hl=en-US). You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.
2. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:
	* Your physical or electronic signature;
	* Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
	* A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
	* Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.
	* If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) 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, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at <http://www.google.com/intl/en/policies/privacy/> and any other legal notices published by YouTube on the Service, shall constitute the entire agreement between you and YouTube concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**Welcome to Hulu!**

**1. DESCRIPTION OF SERVICE AND ACCEPTANCE OF TERMS OF USE**

Hulu, LLC ("Hulu," "we," or "us") provides an online video service offering a selection of television shows, movies, clips, and other content (collectively, the "Content"). Our video service, the Content, our player for viewing the Content (the "Video Player") and any other features, tools, applications, materials, or other services offered from time to time by Hulu in connection with its business, however accessed, are referred to collectively as the "Hulu Services."

The Content is available for permissible viewing on or through the following (collectively, the "Properties"):

1. the [**Hulu.com**](http://www.hulu.com/) website (the "Hulu Site");
2. Hulu's affiliate and distributor websites;
3. other websites where users or website operators are permitted to embed the Video Player; and
4. Hulu authorized applications, features or devices.

Use of the Hulu Services (including access to the Content) on the Properties is subject to compliance with these Terms of Use ("Terms of Use" or "Terms") and any end user license agreement that might accompany a Hulu application, feature or device.

Certain Hulu Services are provided to you free-of-charge. There are some other Hulu Services that, if you are interested in accessing, will require payment by you. The Hulu Services that may be accessed after payment are referred to currently as "Hulu Plus." You can learn more about Hulu Plus by clicking [**here**](http://www.hulu.com/plus?src=term). There is certain information in these Terms that relate only to Hulu Plus and those specific provisions are set forth in Section 4 below. Accordingly, if you choose to subscribe to Hulu Plus, then please familiarize yourself with Section 4, in addition to all of the other provisions in these Terms (please note that references to "Hulu Services" throughout this Terms of Use are intended to include Hulu Plus). If you are not a subscriber of Hulu Plus, then Section 4 does not apply to you.

It is our pleasure to provide the Hulu Services for your personal enjoyment and entertainment in accordance with these Terms of Use. To access and enjoy the Hulu Services, you must agree to, and follow, the terms and conditions set forth in these Terms of Use. By visiting the Hulu Site or using any of the Hulu Services (including accessing any Content) you are agreeing to these Terms. Please take a moment to carefully read through these Terms. It is our goal to provide you with a first class user experience, so if you have any questions or comments about these Terms, please contact us at: **legal@hulu.com**.

**2. CHANGES TO THE TERMS OF USE BY HULU**

Hulu may amend these Terms of Use at any time by posting the amended Terms of Use on the Hulu Site at [**http://www.hulu.com/terms**](http://www.hulu.com/terms). If we make a material amendment to these Terms of Use, we will notify you by posting notice of the amendment on the Hulu Site. Any material amendment to these Terms of Use shall be effective automatically 30 days after it is initially posted or, for users who register or otherwise provide opt-in consent during this 30 day period, at the time of registration or consent, as applicable.

**3. ACCESS AND USE OF THE HULU SERVICES**

**Age Limitations.** If you are under the age of 13, then you are not permitted to register with Hulu or use any feature or other part of the Hulu Services that requires registration. In order to subscribe to Hulu Plus, you must be at least 18 years of age.

You represent that you are at least 13 years of age if you are registering an account, and, if you are a Hulu Plus user, that you are at least 18 years of age.

**Your License.** Hulu is pleased to grant you a non-exclusive limited license to use the Hulu Services on the Properties, including accessing and viewing the Content on a streaming-only basis through the Video Player, for personal, non-commercial purposes as set forth in these Terms.

**The Content.** You may only access and view the Content personally and for a non-commercial purpose in compliance with these Terms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content unless expressly permitted by Hulu in writing. You may not incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by Hulu in writing. Furthermore, you may not create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by Hulu. You may not build a business utilizing the Content, whether or not for profit. The Content covered by these restrictions includes without limitation any text, graphics, layout, interface, logos, photographs, audio and video materials, and stills. In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on in any way the Content, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by Hulu in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.

**The Video Player.** You may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player. This restriction includes, without limitation, disabling, reverse engineering, modifying, interfering with or otherwise circumventing the Video Player in any manner that enables users to view the Content without: (i) displaying visibly both the Video Player and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of the webpage where the Video Player is located; and (ii) having full access to all functionality of the Video Player, including, without limitation, all video quality and display functionality and all interactive, elective, or click-through advertising functionality.

**Embedding a Video Using the Video Player.** Where Hulu has incorporated an embed option in connection with Content on the Hulu Services, you may embed videos using the Video Player, provided you do not embed the Video Player on any website or other location that (i) contains or hosts content that is unlawful, infringing, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, encourages criminal conduct, gives rise to civil liability, violates any law, rule, or regulation, infringes any right of any third party including intellectual property rights, or is otherwise inappropriate or objectionable to Hulu (in Hulu's sole discretion), or (ii) links to infringing or unauthorized content (collectively, "Unsuitable Material"). You may not embed the Video Player into any hardware or software application, even for non-commercial purposes. Hulu reserves the right to prevent embedding to any website or other location that Hulu finds inappropriate or objectionable (as determined by Hulu in its sole discretion).

**Ownership.** You agree that Hulu owns and retains all rights to the Hulu Services. You further agree that the Content you access and view as part of the Hulu Services is owned or controlled by Hulu and Hulu's licensors. The Hulu Services and the Content are protected by copyright, trademark, and other intellectual property laws.

**Your Responsibilities.** In order for us to keep the Hulu Services safe and available for everyone to use, we all have to follow the same rules of the road. You and other users must use the Hulu Services for lawful, non-commercial, and appropriate purposes only. Your commitment to this principle is critical. You agree to observe the Hulu Services, Content, Video Player and embedding restrictions detailed above, and further agree that you will not access the Hulu Site or use the Hulu Services in a way that:

1. violates the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights;
2. uses technology or other means to access, index, frame or link to the Hulu Services (including the Content) that is not authorized by Hulu (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of the Hulu Services);
3. involves accessing the Hulu Services (including the Content)through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of the Hulu Services and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content);
4. introduces viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
5. damages, disables, overburdens, impairs, or gains unauthorized access to the Hulu Services, including Hulu's servers, computer network, or user accounts;
6. removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Hulu Services (including the Content);
7. uses the Hulu Services to advertise or promote services that are not expressly approved in advance in writing by Hulu;
8. collects personally identifiable information in violation of Hulu's Privacy Policy;
9. encourages conduct that would constitute a criminal offense or give rise to civil liability;
10. violates these Terms or any guidelines or policies posted by Hulu;
11. interferes with any other party's use and enjoyment of the Hulu Services; or
12. attempts to do any of the foregoing.

If Hulu determines in its sole discretion that you are violating any of these Terms, we may (i) notify you, and (ii) use technical measures to block or restrict your access or use of the Hulu Services. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Hulu Services, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

**No Spam/Unsolicited Communications.** We know how annoying and upsetting it can be to receive unwanted email or instant messages from people you do not know. Therefore, no one may use the Hulu Services to harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications. You understand that we may take any technical remedies to prevent spam or unsolicited bulk or other communications from entering, utilizing, or remaining within our computer or communications networks. If you Post (as defined below in Section 7) or otherwise send spam, advertising, or other unsolicited communications of any kind through the Hulu Services, you acknowledge that you will have caused substantial harm to Hulu and that the amount of such harm would be extremely difficult to measure. As a reasonable estimation of such harm, you agree to pay Hulu $50 for each such unsolicited communication you send through the Hulu Services.

**Downloads.** In order to participate in certain Hulu Services or access certain Content, you may be notified that it is necessary to download software or other materials or agree to additional terms and conditions. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into these Terms.

**Suspension/Discontinuation.** We hope not to, but we may change, suspend, or discontinue - temporarily or permanently - some or all of the Hulu Services (including the Content and the devices through which the Hulu Services are accessed), with respect to any or all users, at any time without notice. You acknowledge that Hulu may do so in Hulu's sole discretion. You also agree that Hulu will not be liable to you for any modification, suspension, or discontinuance of the Hulu Services, although if you are a Hulu Plus subscriber and Hulu suspends or discontinues the Hulu Plus service, Hulu may, in its sole discretion, provide you with a credit, refund, discount or other form of consideration (for example, we may credit additional days of service to your account) in accordance with Section 4 below. However, if Hulu terminates your account or suspends or discontinues your access to Hulu Services due to your violation of these Terms, then you will not be eligible for any such credit, refund, discount or other consideration.

**Internet Access Charges.** You are responsible for any costs you incur to access the internet.

**Customer Service.** If we can be of help to you, please do not hesitate to contact our customer service department by clicking [**here**](http://www.hulu.com/support/contact). It would be our pleasure to serve you.

**4. Hulu Plus Subscriptions and Billing**

While it is our mission to provide users with as many viewing choices as possible, sometimes that involves giving users the choice of paying a fee in order to view Content that Hulu would not otherwise be able to make available without charging a fee. As part of that, access to the Content in Hulu Plus requires payment by you of a subscription fee.

You can find the specific details regarding your subscription to Hulu Plus at any time by clicking on [**Your Account**](http://www.hulu.com/profile). You agree that your Hulu Plus account is for individual use only and your Hulu Plus account is limited to only one simultaneous stream at a time. Additionally, you agree that for various reasons, such as restrictions from content licensors and other limitations or considerations from third parties, certain Content that may be accessible through one Property may not be accessible through other Properties.

Because the Hulu Service is offered in multiple time zones, for consistency, a "day" for purposes of these Terms of Use begins at 12:00 a.m. Eastern Time and ends at 11:59 p.m. Eastern Time of that same calendar day.

**Billing.**

By signing up for your Hulu Plus subscription, you are expressly agreeing that we are authorized to charge you a monthly subscription fee, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of Hulu Plus to the credit card or other payment method accepted by Hulu ("Payment Method") that you provided during registration. If you want to use a different Payment Method than the one you signed up for during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by clicking on [**Your Account**](http://www.hulu.com/profile). If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The subscription fee will be billed at the beginning of your subscription or expiration of your free trial period, if any, whichever is earlier, and on each monthly renewal thereafter unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms. To see the commencement date for your next renewal period, go to the billing information section on [**Your Account**](http://www.hulu.com/profile) page.

We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your subscription. However, if you change your Payment Method, this could result in changing the calendar day upon which you are billed. In the event your subscription began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying subscriber on January 31, your Payment Method would next be billed on February 28. You acknowledge that the amount billed each month may vary due to promotional offers, changes in your subscription plan, and changes in applicable taxes, and you authorize us to charge your Payment Method for the corresponding amounts. If Hulu changes the subscription fee or other charges for Hulu Plus from time to time, we will give you advance notice of these changes by email. However, we will not be able to notify you of changes in any applicable taxes.

All fees and charges are nonrefundable except in connection with your early cancellation of the account as further described in "Ongoing Subscription" below. Very rarely, if there are special circumstances where Hulu determines it is appropriate (e.g., the Hulu Plus service is unavailable for days due to technical difficulties), we may provide credits to affected subscribers. The amount and form of such credits, and the decision to provide them, are at Hulu's sole and absolute discretion, and the provision of credits in one instance does not entitle anyone to credits in the future under similar or different circumstances.

**Hulu Plus Gift Cards.**

You may purchase gift cards redeemable for the Hulu Plus service through the Hulu Site by using a Payment Method previously provided to us or a different Payment Method. Hulu Plus gift cards may not be used in conjunction with or in addition to any special offer unless the terms of the special offer expressly indicate otherwise. The purchase and redemption of Hulu Plus gift cards are subject to the Hulu Plus Gift Card [**Terms and Conditions**](http://www.hulu.com/plus/gifting_terms).

**Ongoing Subscription and Cancellation.**

Your Hulu Plus subscription will continue in effect on a month-to-month basis unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms. You must cancel your subscription before it renews each month in order to avoid the next month's billing. We will bill the monthly subscription fee plus any applicable taxes to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). If you cancel your subscription during the first month, you will not receive a refund for that first month but, unless you elect to cancel your subscription using the "Cancel Today" option, you will continue to have access to Hulu Plus for the remainder of that month. If you cancel your subscription after the first month, then your access to Hulu Plus will cease for the remainder of that month, and you will receive a refund prorated for the number of days remaining in the month during which you cancelled. You can cancel your account by going to [**Your Account**](http://www.hulu.com/profile), choosing to "edit" your subscription under "Billing Information" and clicking on the "cancel" option.

**Unpaid Amounts.**

In order to sustain the Hulu Plus service, it is important that each user of the Hulu Plus service honor the payment obligations to which the user agreed. Accordingly, we reserve the right to pursue any amounts you fail to pay in connection with Hulu Plus. You will remain liable to Hulu for all such amounts and all costs we incur in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

**Free Trials.**

On occasion, we may be authorized to offer the use of Hulu Plus through free trials for certain qualifying users. If we offer you a free trial, the specific terms of your free trial will be stated in the marketing material describing the particular free trial. We are unable to accommodate combining free trials with any other offers. To view the specific details regarding your free trial, if any, click on [**Your Account**](http://www.hulu.com/profile).

Once your free trial period ends, we will begin billing your Payment Method for monthly subscription fees corresponding to your subscription plan (plus any applicable taxes), unless you cancel prior to the end of your free trial. For that reason, unless otherwise indicated in the free trial description, you may be asked to set up a valid Payment Method when redeeming a free trial offer.

It is very important to understand that you will not receive a notice from Hulu that your free trial subscription has ended or that your paying subscription has begun. If you wish to avoid charges to your Payment Method, you must cancel Hulu Plus prior to midnight Eastern Time on the last day of your free trial period. You can cancel your account by going to [**Your Account**](http://www.hulu.com/profile), choosing to "edit" your subscription under "Billing Information" and clicking on the "cancel" option. We will continue to bill your Payment Method on a monthly basis for your subscription plan until you cancel or the account or service is otherwise suspended or discontinued pursuant to these Terms. You may cancel your subscription at anytime. To the extent Hulu Plus subscriptions are offered in conjunction with purchases of, or payment for, third party products or services, you agree that Hulu will not be liable to you for any claims arising out of or related to your purchase or use of such third party products or services.

**5. ACCOUNTS AND REGISTRATION**

We may from time to time offer various features that require registration or the creation of an account with Hulu. If at any time you choose to register or create an account with us, the additional terms and conditions set forth below also will apply.

All registration information you submit must be accurate and updated. Please keep your password confidential. You will not have to reveal it to any Hulu representative. You are responsible for all use on your account, including unauthorized use by any third party, so please be very careful to guard the security of your password. Please notify us by clicking [**HERE**](http://www.hulu.com/support/support_form?category=account) and completing the form as soon as you know of, or suspect any unauthorized use of, your account. Please also make sure to notify us if your registration information changes, in case we need to contact you.

You may terminate your account by going to [**Your Account**](http://www.hulu.com/profile), and choosing the "delete my account" option. Please identify your account and provide a valid reply email address in the event we require additional information to terminate your account. Please note, if you are a Hulu Plus subscriber you must first cancel your Hulu Plus subscription before you will be able to terminate your account. Please see the section "Ongoing Subscription and Cancellation" above for instructions on how to cancel your Hulu Plus subscription.

We reserve the right to immediately terminate or restrict your account or your use of the Hulu Services or access to Content at any time, without notice or liability, if Hulu determines in its sole discretion that you have breached these Terms of Use, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason. We also reserve the right to terminate your account or your use of the Hulu Services or access to Content if such use places an undue burden on our networks or servers. Of course, we would prefer to avoid such termination; therefore, we may use technology to limit activities, such as the number of calls to the Hulu servers being made or the volume of User Material (as defined below in Section 7) being Posted, and you agree to respect these limitations and not take any steps to circumvent, avoid, or bypass them.

**6. COLLECTION AND USE OF PERSONAL INFORMATION**

For information about Hulu's policies and practices regarding the collection and use of your personally identifiable information, please read Hulu's Privacy Policy located [**here**](http://www.hulu.com/privacy). The Privacy Policy is incorporated by reference and made part of these Terms of Use. Thus, by agreeing to these Terms of Use, you agree that your presence on the Hulu Site and use of the Hulu Services on any of the Properties are governed by the Hulu Privacy Policy in effect at the time of your use.

**7. USER REVIEWS, COMMENTS, AND OTHER MATERIAL**

**Your Posts.** As part of the Hulu Services, users may have an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") reviews, comments, or other materials (collectively, "User Material"). In order to keep the Hulu Services enjoyable for all of our users, you must adhere to the rules below.

Please choose carefully the User Material that you Post. Please limit yourself to User Material directly relevant to the Hulu Services. Moreover, you must not Post User Material that: (i) contains Unsuitable Material (as defined above in Section 3); or (ii) improperly claims the identity of another person. Please note that we use your first and last name as your user ID and therefore your first and last name will appear to the public each time you Post. We advise that you do not, and you should also be careful if you decide to, Post additional personally identifiable information, such as your email address, telephone number, or street address.

You must be, or have first obtained permission from, the rightful owner of any User Material you Post. By submitting User Material, you represent and warrant that you own the User Material or otherwise have the right to grant Hulu the license provided below. You also represent and warrant that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. Hulu will remove all User Material if we are properly notified that such User Material infringes on another person's rights. You acknowledge that Hulu does not guarantee any confidentiality with respect to any User Material.

By Posting User Material, you are not forfeiting any ownership rights in such material to Hulu. After Posting your User Material, you continue to retain all of the same ownership rights you had prior to Posting. By Posting your User Material, you grant Hulu a limited license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, publicly perform, and publish such User Material through the Hulu Services worldwide, including on or through any Property, in perpetuity, in any media formats and any media channels now known or hereinafter created. The license you grant to Hulu is non-exclusive (meaning you are not prohibited by us from licensing your User Material to anyone else in addition to Hulu), fully-paid, royalty-free (meaning that Hulu is not required to pay you for the use of your User Material), and sublicensable (so that Hulu is able to use its affiliates, subcontractors, and other partners, such as internet content delivery networks, to provide the Hulu Services). By Posting your User Material, you also hereby grant each user of the Hulu Services a non-exclusive, limited license to access your User Material, and to use, display, reproduce, distribute, and perform such User Material as permitted through the functionality of the Hulu Services and under these Terms of Use.

**Third Party Posts.** Despite these restrictions, please be aware that some material provided by users may be objectionable, unlawful, inaccurate, or inappropriate. Hulu does not endorse any User Material, and User Material that is Posted does not reflect the opinions or policies of Hulu. We reserve the right, but have no obligation, to monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate or for any other business reason. In no event does Hulu assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against Hulu with respect to such User Material. You can help us tremendously by notifying us of any inappropriate User Material you find. If a "report" feature through the Hulu Services is not available for a specific instance of inappropriate User Material, please email **feedback@hulu.com** (subject line: "Inappropriate User Material").

**8. LINKED DESTINATIONS AND ADVERTISING**

**Third Party Destinations.** If we provide links or pointers to other websites or destinations, you should not infer or assume that Hulu operates, controls, or is otherwise connected with these other websites or destinations. When you click on a link within the Hulu Services, we will not warn you that you have left the Hulu Services and are subject to the terms and conditions (including privacy policies) of another website or destination. In some cases, it may be less obvious than others that you have left the Hulu Services and reached another website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another website or destination.

Hulu is not responsible for the content or practices of any website or destination other than the Hulu Site, even if it links to the Hulu Site and even if the website or destination is operated by a company affiliated or otherwise connected with Hulu. By using the Hulu Services, you acknowledge and agree that Hulu is not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Hulu Site.

**Advertisements.** Hulu takes no responsibility for advertisements or any third party material Posted on any of the Properties, nor does it take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers found while using the Hulu Services are between you and the advertiser, and you agree that Hulu is not liable for any loss or claim that you may have against an advertiser.

**9. TRADEMARKS**

Hulu, the Hulu logo, [**www.hulu.com**](http://www.hulu.com/), and other Hulu marks, graphics, logos, scripts, and sounds are trademarks of Hulu. None of the Hulu trademarks may be copied, downloaded, or otherwise exploited.

**10. UNSOLICITED SUBMISSIONS**

It is Hulu's policy not to accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, information, suggestions, ideas, or concepts. Hulu's policy is to delete any such submission without reading it. Therefore, any similarity between an unsolicited submission and any elements in any Hulu creative work, including a film, series, story, title, or concept, would be purely coincidental.

**11. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY**

WHILE WE DO OUR BEST TO PROVIDE THE OPTIMAL PERFORMANCE OF THE HULU SERVICES, YOU AGREE THAT USE OF THE HULU SERVICES IS AT YOUR OWN RISK. THE HULU SERVICES, INCLUDING THE HULU SITE AND THE OTHER PROPERTIES, THE CONTENT, THE VIDEO PLAYER, USER MATERIAL, AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH THE PROPERTIES, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HULU DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT THE HULU SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE.

IN NO EVENT SHALL HULU OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS (INCLUDING DISTRIBUTORS AND CONTENT LICENSORS) (COLLECTIVELY, THE "HULU PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE HULU SERVICES (INCLUDING ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH THE PROPERTIES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE HULU PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE HULU SERVICE OR $50 (WHICHEVER IS LESS).

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HULU PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE HULU SERVICES (INCLUDING YOUR USE OF THE CONTENT). HULU RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

**12. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that any Content, User Material, or other material provided through the Hulu Services, including through a link, infringes your copyright, you should notify Hulu of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement that Hulu receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to Hulu's copyright agent at **dmca@hulu.com** (subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

Attention: Copyright Agent Hulu, LLC 12312 W. Olympic Blvd. Los Angeles, CA 90064 Facsimile: (310) 571-4701

To be effective, the notification must be in writing and contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Hulu Services that is reasonably sufficient to enable Hulu to identify and locate the material; (iv) how Hulu can contact you, such as your address, telephone number, and email address; (v) 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 (vi) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. Emails sent to **dmca@hulu.com** for purposes other than communication about copyright infringement may not be answered.

Hulu has a policy of terminating repeat infringers in appropriate circumstances.

**13. ARBITRATION OF CLAIMS**

**PLEASE READ THIS CAREFULLY. WE WANT YOU TO KNOW IT AFFECTS YOUR RIGHTS.**

At Hulu, we expect that our world-class customer service team will be able to resolve most issues you may have using the Hulu Services. In the unlikely event that we do not meet your satisfaction, we prefer to specify now what each of us should expect in order to avoid any confusion later. Accordingly, you and Hulu agree to the following resolution process.

To begin with, you agree that that any claim that you might have against us regarding these Terms of Use, the Hulu Services, or the Properties must be resolved through binding arbitration before the American Arbitration Association using its Commercial Arbitration Rules. It's important to us that we address any issues you might have promptly. To help us do that, you agree to begin any arbitration within one year after your claim arose; otherwise, your claim is waived. As an exception to this arbitration agreement, Hulu is happy to give you the right to pursue in small claims court any claim that is within that court's jurisdiction as long as you proceed only on an individual basis.

Because we prefer to resolve our issues with you directly, you agree to arbitrate with Hulu only in your individual capacity, not as a representative or member of a class. As such, your claims may not be joined with any other claims and there shall be no authority for any dispute to be arbitrated on a class-action basis or brought by a purported class representative.

Rather than force everyone to visit us in California, if you can demonstrate that arbitration in California would create an undue burden to you, you are free to initiate the arbitration in your home state. Otherwise, the arbitration hearings will be held in Los Angeles County, California.

It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction. If the arbitrator rules against Hulu, in addition to accepting whatever responsibility is ordered by the arbitrator, we think it's fair that Hulu reimburse your reasonable attorneys' fees and costs.

If you're not sure what all of this means, of course please feel free to ask an attorney.

Since we always prefer to find ways to satisfy you as quickly and efficiently as possible, before initiating any arbitration proceeding, you agree to first discuss the matter informally with Hulu for at least 30 days. To do that, please send your full name and contact information, your concern and your proposed solution by mail to us at: Hulu, LLC, 12312 W. Olympic Blvd., Los Angeles, CA 90064 - Attn: Legal Department.

Specifying what happens if an issue arises with one of our users is never a fun topic. But we pride ourselves on transparency and we thank you in advance for understanding why it’s important that you and Hulu agree on the process described in this Section.

**14. GENERAL INFORMATION**

**International Use.** We are a company based in the United States. Hulu's goal is to bring you as much Content as is legally available. That said, we are limited by the rights that our content licensors grant to us. Using technologies to access the Content from territories where Hulu does not have rights or does not offer services is prohibited. Hulu Plus is not accessible through any devices from outside the United States.

**Export Controls.** Software and the transmission of applicable technical data, if any, in connection with the Hulu Services are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

**Choice of Law and Forum.** These Terms of Use are governed by, and construed in accordance with, the laws of the State of California without giving effect to principles of conflicts of law. In the event of a claim by you against Hulu, you agree to submit to the exclusive jurisdiction of the courts located in the Los Angeles County of the State of California. In the event of a claim by Hulu against you, you agree to submit to the jurisdiction of the courts located where Hulu pursues its claim against you, which may include courts in the Los Angeles County of the State of California.

**No Waiver/Reliance.** If you see other parties violating these Terms, we would appreciate it if you would let us know at **feedback@hulu.com** (subject line: "TOU Violation"). Precisely how Hulu responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. You may not rely upon Hulu's precise response with respect to one party or one situation as any indication of what Hulu might do with respect to another party or another situation, even if the parties or situations appear to you to be similar. Similarly, if we fail to act in response to a violation of these Terms of Use, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms of Use with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, Hulu's decision to delay exercising or enforcing any right or remedy under these Terms of Use shall not constitute a waiver of such right or remedy. Even if Hulu acts in a way that appears to you to be inconsistent with these Terms of Use, Hulu's action shall not be deemed a waiver or constructive amendment of these Terms.

**Integration, Amendment, and Severability.** Please note that these Terms of Use, including Hulu's Privacy Policy which is incorporated in these Terms and any end user license agreement that might accompany Hulu authorized applications, features and devices, constitute the entire legal agreement between you and Hulu and govern your use of the Hulu Services (including your use of the Content) (but excludes any services, if any, that Hulu may provide to you under a separate signed written agreement), and completely replaces any prior agreements between you and Hulu in relation to the Hulu Services. Except as set forth in Section 2 above, these Terms may not be amended or varied except in a writing signed by Hulu. Although we understand that electronic or digital signatures are frequently viewed as the equivalent of traditional written signatures these days, for these purposes, a signature or "signed" writing or written agreement may not include an electronic or digital signature. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

Thank you for taking the time to read these Terms of Use. By understanding and agreeing to follow these Terms, the experience will be better for all users. Enjoy the Hulu Services!