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(See the [Legal Updates Summary](#) tab to learn more)

TERMS OF USE AGREEMENT

THESE TERMS OF USE CONTAIN AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER CLAUSE. BY USING THIS SITE, YOU ARE ACCEPTING THE TERMS OF USE AND, WHILE YOU MAY STILL PURSUE CLAIMS AGAINST US, WITH A FEW EXCEPTIONS (FOR EXAMPLE, IF YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE AS DESCRIBED IN SECTION 19.5 **BELOW**), YOU ARE AGREEING THAT YOU MUST PURSUE YOUR CLAIMS IN A BINDING ARBITRATION PROCEEDING (AND NOT IN A COURT) AND ONLY ON AN INDIVIDUAL (AND NOT A CLASS ACTION) BASIS. SEE OUR **FAQS** at <http://www.legal.viacom.com/FAQs> FOR MORE INFORMATION ON THE ARBITRATION AND CLASS ACTION WAIVER CLAUSES. PLEASE READ THESE TERMS OF USE CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

This is the official Terms of Use Agreement ("**Agreement**") for the website, application or other interactive service that includes an authorized link to this Agreement and all other websites, applications and other interactive services you also use that are offered by the specific VII Brand (as defined below) that is providing this website, application or other interactive service (collectively, all such websites, applications and other interactive services, "**Site**," "**we**," "**us**" or "**our**"). The Site is owned, operated and/or provided on behalf of the applicable VII Brand by Viacom International Inc. (Viacom International Inc., along with its Affiliates, shall be referred to collectively as "**VII**") through its Viacom Media Networks division, which offers television channel or programming services (such as television networks, websites, applications or other interactive services) and offers other products and services under various brands, such as those Viacom Media Networks brands and other VII brands listed at <http://www.viacom.com/brands/pages/default.aspx> (each, a "**VII Brand**"). This Site together with the associated VII television channel or programming service, if any, shall be referred to collectively as the "**Channel**". "**Affiliates**" refers to Viacom International Inc.'s parent company Viacom Inc. and all affiliates that Viacom Inc. directly or indirectly owns or controls (such as Paramount Pictures Corporation and the other affiliates of Viacom Media Networks as described at <http://www.viacom.com/brands/pages/default.aspx>).

This Agreement covers the following areas:

1. *Eligibility; Additional Terms; Binding Agreement.*
2. *Registration.*
3. *Modifications to this Agreement.*
4. *Ownership of Intellectual Property.*
5. *Advertising.*
6. *Rules of Conduct.*
7. *Shopping.*
8. *Text Messaging Marketing and Promotions.*
9. *Closed Captioning of Internet Protocol-Delivered Video Programming.*
10. *Postings.*
11. *Contest, Sweepstakes, Voting Rules, Auctions and Other Promotions.*
12. *Certain Products or Services.*
13. *Hyperlinks to Third Party Sites.*
14. *Deactivation/Termination of Your Registration or Use.*
15. *Disclaimers and Limitations of Liability.*
16. *Indemnification.*
17. *Ads and Malware.*
18. *Privacy.*
19. *Resolution of Disputes; Binding Arbitration; No Class or Representative Actions or Arbitrations.*

20. *Governing Law, Arbitration Location, Jurisdiction, Venue and Jury Trial Waiver.*
21. *Miscellaneous Terms.*

1. ELIGIBILITY; ADDITIONAL TERMS; BINDING AGREEMENT

You must be at least 13 years of age or older ("Site Minimum Age") to use this Site. Please note, certain areas on a Site may contain specific content for which you must be older than the Site Minimum Age to access and view such content. This Site is designed and targeted to audiences residing in, and is governed by and operated in accordance with the laws of, the United States of America, its territories and possessions ("U.S."). For example, if this Site requires you to be at least 13 years of age, please be aware that certain areas on the Site may contain content for which you must be at least 17 years of age to access and view even if this Site's age eligibility requirements are less than 17 years of age. If you are not yet the Site Minimum Age or the required greater age for certain features, do not reside in the U.S. and/or do not meet any other eligibility requirements, or, if for any reason, you do not agree with all of the terms and conditions contained in this Agreement, please discontinue using the Site immediately because by using or attempting to use the Site, you certify that you are at least the Site Minimum Age or other required greater age for certain features, meet any other eligibility and residency requirements of the Site and agree to all of the terms and conditions of this Agreement.

These terms and conditions regarding your use of the Site constitute a legally binding agreement between you, on the one hand, and the Channel and VII, on the other hand.

In this Agreement, the term "Site" includes all websites and web pages within or associated with the Site (such as third level domain names and other subdomains) as well as any equivalent, mirror, replacement, substitute or backup websites and web pages that are associated with the Site. By using this Site, you understand, acknowledge and agree that you will abide by the terms of this Agreement and any additional terms that govern certain products and/or services which will be presented in conjunction with those products and/or services ("Additional Terms"), including, but not limited to, any terms that may be provided on the Site relating to the submission of content, media and materials you submit for posting on the Site ("User Content Submission Agreement") and the rules of participation ("Rules") which govern certain activities and services such as voting (for example, see the Voting Rules as described below) and contests and sweepstakes. The Site's Additional Terms and the Privacy Policy for this Site (see the Privacy Policy tab for this Site) ("Privacy Policy") are hereby incorporated in this Agreement by reference. If there is a conflict between this Agreement and Additional Terms for the activity which you choose to participate in, the Additional Terms shall govern. This Agreement will remain in full force and effect as long as you are a user of the Site and, in the event of termination of any membership, service or feature, you will still be bound by your obligations under this Agreement (including, but not limited to, the **Privacy Policy** and any Additional Terms), such as any indemnifications, warranties and limitations of liability.

The words "use" or "using" in this Agreement means any time an individual (a "user"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with use, display, view, print or copy from the Site, transmit, receive or exchange data or communicate with the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third party content or sites or any links that may direct your browser or your connection to third party sites or pages. This is the entire and exclusive Agreement between you and us regarding use of the Site and it cannot be modified, except as specifically described below in Section 3. This Agreement applies regardless of whether you are accessing the Site via a personal computer, a mobile device or

any other technology or devices now known or hereafter developed or discovered (each, a "Device").

2. REGISTRATION

If we offer user registration on the Site, to register as a member of the Site, there may be a few options for you to register (which are further described in our **Privacy Policy**): Site registration, Third Party Social Media Network Sign-On (as described in our **Privacy Policy**), and, to the extent you have previously registered on another participating VII website, application or other interactive service using one of those methods, Single VII Sign-On (as defined and described in our **Privacy Policy**). In each case, you are required to either use a pre-existing user name and password (together, your "User ID") or select a new unique User ID in order to access and use certain features or functions of the Site. We may also, from time to time, provide users with additional codes or passwords necessary to access and use certain features or functions of the Site. Please read our **Privacy Policy**, which provides additional information on options we may provide to register on the Site and the information we collect, use, disclose, manage and store. Your user name and password are personal to you and you may not allow any others to use your user name or password under any circumstances. To the fullest extent permissible by law, we are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your user name or password or any other need to deactivate your user name or password due to security concerns.

3. MODIFICATIONS TO THIS AGREEMENT

We reserve the right to revise the terms of this Agreement, at any time and from time to time, for any reason in our sole discretion by posting an updated Terms of Use Agreement without advance notice to you. We shall post or display notices of material changes on the Site's homepage and/or otherwise on the Site and/or e-mail you or notify you upon login about these changes; the form of such notice is at our discretion. Once we post them on the Site, these changes become effective immediately and, if you use the Site after they become effective, it will signify your agreement to be bound by the changes. You should check back frequently and regularly review the terms and conditions of this Agreement, including, but not limited to, any Additional Terms and the **Privacy Policy**, so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

The contents of this Site, including all Site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectible elements of the Site, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Material"), are the property of VII, and any of its successors and assigns, and any of its respective licensors (for example, certain software on this Site may contain software owned by third parties and Postings may be owned by you or third parties), Advertisers (as defined below), suppliers, and operational service providers and are legally protected under applicable U.S. and foreign laws, rules and regulations and international treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Site" includes "Material"

as well. The Site is to be used solely for your noncommercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Material you are permitted to download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of VII or its owner if VII is not the owner. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable federal, state and local laws. We require users to respect our copyrights, trademarks, and other intellectual property rights. We likewise respect the intellectual property of others. On notice, we will act expeditiously to remove content on the Site that infringes the copyright rights of others and will disable the access to the Site and its services of anyone who uses them to repeatedly to infringe the intellectual property rights of others.

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

5. ADVERTISING

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

6. RULES OF CONDUCT

Your use of the Site is subject to all applicable laws, rules and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your user name or password. You are also prohibited from using the Site (or attempting to use the Site, or allowing, enabling or condoning others to use the Site) in a manner that:

- is or is likely to be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;
- discusses us or the Channel in a clearly false or misleading manner, is unrelated to our products or services, or includes personal information of individuals or trade secrets;
- discourages or is likely to discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site;
- sends or results in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";

- uses the Site for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web pages;
- transmits, distributes or uploads programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
- forges any TCP/IP packet header or part of the header information in any email, newsgroup posting or other posting for any reason;
- violates any laws, rules or regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order or any treaties, or violates or infringes upon any copyright or other intellectual property rights, rights of publicity or privacy or any other rights of ours or of any other person, firm or enterprise;
- gains or enables unauthorized access to the Site or any of its features or functions, other users' accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Site;
- modifies, disrupts, impairs, alters or interferes with the use, features, functions, operation or maintenance of the Site or the use and enjoyment of the Site by any other person, firm or enterprise;
- collects, obtains, compiles, gathers, transmits, reproduces, deletes, revises, views or displays any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so;
- except with our prior permission, uses manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site; or
- otherwise violates or is inconsistent with this Agreement, including, but not limited to, any Additional Terms and the Privacy Policy.

7. SHOPPING

If we offer certain e-Commerce to enable you to purchase goods and services through our Site (the "E-Commerce Service" or "Shop"), additional terms (such as those available on or through the Shop page) apply to your use and access of the E-Commerce Service which are Additional Terms and incorporated herein by reference.

The Shop on certain VII websites, applications or other interactive services utilizes third party operational service providers. All purchases made through these third party operational service providers are subject to their respective terms and conditions of use. We and VII are not responsible and have no liability whatsoever for goods or services you obtain through our third party operational service providers or other web sites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties. We and VII do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any such third party, and you irrevocably waive any claim against us with respect to such sites. We and VII are not responsible for assisting you in correcting any problem you may experience with goods and services purchased through a third party operational service provider, even if the goods or services were shown on one of the Site's web pages. We and VII cannot ensure that you will be satisfied with any products or services that you purchase from any third party operational service provider as those are owned and operated by independent entities. Customer service issues related to goods or services should be directed to the relevant third party operational service provider.

We and VII do not guarantee that product descriptions or other content will be accurate, complete, reliable, current, or error-free. Descriptions and images of, and references to, products on the Site do not imply our or VII's endorsement of such products. Furthermore, customer reviews seen in our Shop are provided by the third party operational service provider's users and are subject to such third party operational service provider's own community guidelines. We, VII and our third party operational service providers reserve the right, with or without prior notice, to change product descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from conducting any or all transaction(s); and/or to refuse to provide any user with any product. Price and availability of any product are subject to change without notice.

8. TEXT MESSAGING MARKETING AND PROMOTIONS

The Channel through VII may provide you with the opportunity to register for special Promotions, services, news, programming and information (collectively, "Text Service(s)") delivered via text messaging on wireless Devices such as mobile phones and, if we do so, we will obtain appropriate consent for any Text Services in accordance with the nature of the Text Service and applicable laws, rules and regulations. The Information requested or transmitted as part of the registration process includes your wireless telephone number and may include other information, such as your preferences regarding goods or services, choices of music or artists, or other similar survey information and/or an email address. Depending on the Text Service and the Information collected, you may also be required to confirm your agreement to this Agreement (including, but not limited to, the **Privacy Policy** and Additional Terms).

If you register for the Channel's Text Services, you acknowledge, understand and agree that you may be charged by your wireless carrier for the ability to send or receive all such messages. The standard messaging rates of your wireless carrier shall apply to all Text Services, unless noted otherwise. **Under no circumstances shall the Channel or VII be responsible for any wireless service charges incurred by you or by a person that has access to your wireless device, telephone number, or email address.** If you change or deactivate your wireless telephone number, you agree to notify us when your wireless telephone number is no longer associated with you and identify such wireless phone number to ensure that future messages directed to you are not sent to the person to whom your old number has been or will be assigned.

You understand, acknowledge and agree that this Channel may, at its sole discretion and without liability to you or any user, terminate its offer of any specific Text Service or all Text Services at any time without advance notice. This Channel may provide notice of terminations or changes in services on this Site.

9. CLOSED CAPTIONING OF INTERNET PROTOCOL-DELIVERED VIDEO PROGRAMMING

In accordance with the Twenty-First Century Communications and Video Accessibility Act of 2010, all video programming distributors that make video programming available directly to end users through a distribution method that uses the internet protocol are required to provide contact information to end users for the receipt and handling of written closed captioning complaints.

If you have a complaint regarding the Site's compliance with the closed captioning requirements of the Twenty-First Century Communications and Video Accessibility Act of 2010, please go to <http://media.viacom.com/accessibility/>.

10. POSTINGS

Your comments, suggestions and information are important to us. Portions of this Site may provide you and other users an opportunity to participate in forum services, blogs, web communities and other message and communication facilities (“Communities”) and may provide you with the opportunity, through such Communities or otherwise, to submit, post, display, transmit and/or exchange information, ideas, opinions, messages, content, media, materials or other information (collectively, “Posts” or “Postings”). If this Site provides a User Content Submission Agreement, such terms govern any User Content (as defined therein) which are also Postings under this Agreement and such User Content Submission Agreement are Additional Terms under this Agreement.

10.1 Responsibility for Postings; Our Right to Review, Monitor, Edit and/or Screen and Take Other Actions.

You understand, acknowledge and agree that Postings are the sole responsibility of the person from which such Postings originated. This means that you are solely and entirely responsible for the consequences of all Postings that you (including, but not limited to, Postings made under your name, user name and/or email address) upload, post, email, transmit or otherwise make available via the Site. Except for the licenses, authorizations, consents and rights granted hereunder (including, but not limited to, as described in any User Content Submission Agreement that may be posted on this Site), as comprehensive and broad as they may seem or actually be, VII and the Channel acquires no title or ownership rights in or to any User Content you submit and nothing in this Agreement conveys to us any ownership rights in your User Content.

Postings do not reflect the views of the Channel or VII and the Channel and VII do not represent or guarantee the truthfulness, accuracy or reliability of any Posting or endorse or support any opinions expressed in any Postings. Neither the Channel nor VII control any Postings submitted, although we may (in our sole discretion) use automated and/or manual means of reviewing Postings in order to prevent unauthorized content from appearing and being displayed on our Site. The Channel and VII reserve the right to review, monitor, edit and/or screen any Postings and to delete, remove, move, re-format, edit or reject, without notice to you, any Postings that we deem, in our sole discretion, to be in violation of this Agreement or to be unacceptable to the Channel or VII, or for any reason or for no reason whatsoever; provided, however, that the Channel and VII shall have no obligation or liability for failure to do so or for doing so in any particular manner. If we change your Postings, you will not be responsible for any such changes we make.

If we determine, in our sole discretion and judgment, that any Posting does or may violate any of the terms of this Agreement, in addition to our rights as described in this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (i) refuse to allow you to Post; (ii) remove and delete Postings; (iii) revoke your right to use the Site; and/or (iv) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on the Site.

The amount of storage space on the Site per user is limited. Some Postings may not be processed due to space constraints or outbound message limitations. You understand, acknowledge and agree that we assume no responsibility for deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings. Postings are subject to all of the terms of this Agreement, including, but not limited to, the Rules of Conduct.

10.2 Grant of Rights; Representations, Warranties and Covenants.

If a Posting originates from you or your account, you hereby agree that (and each time you submit (or attempt to submit) a Posting, you reaffirm such agreement that): (i) you specifically authorize the Channel and VII to use such Posting in whole or in part, throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together with or as part of other information, content and/or material of any kind or nature; (ii) you represent, warrant and covenant that (A) the Posting is original to you and/or fully cleared for use as contemplated herein, (B) the Posting does and will not, in any way, violate or breach any of the terms of this Agreement, (C) the Posting does not contain libelous, tortious, obscene or otherwise unlawful material or information, (D) the Posting, and the Channel's and VII's exercise of the rights you grant to the Channel and VII to the Postings, will not infringe upon, misappropriate or otherwise violate any copyright or other intellectual property, privacy, publicity or other rights of any party, or otherwise violate any other applicable law, rule or regulation, (E) the Posting shall not be injurious to the health of any user, (F) neither the Channel nor VII shall be required to pay or incur any sums to any person or entity as a result of our permitted use or exploitation of the Posting, and (G) all of the information provided by you associated with your Posting is complete and accurate; and (iii) if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you additionally represent, warrant and covenant to the Channel and VII that (A) you have the right to grant the Channel and VII the right to use all such Postings as described above, (B) the Posting was produced in compliance with all applicable laws and regulations and (C) for any Posting that contains original videos, you will comply with any applicable identification verification and record-keeping requirements, and our policies regarding governmental certification procedures relating thereto, and you will secure and maintain the requisite personal information and identification documentation for all individuals who appear in any such original videos, as may be required by law and/or otherwise requested or required by us in connection with our corporate compliance policies and practices, which includes (y) the individual's full legal name, current address, date of birth and (z) a legible photocopy of a valid government-issued identification document (e.g., a U.S. passport, state driver's license or valid photo ID card) to verify the individual's identity. With the submission of each such Posting, the Channel and VII reserve the right to request that you, and upon such request you must, deliver a full and complete set of such identification verification records to us, as well as a legible photocopy of your valid driver's license, passport or other acceptable government-issued photo identification for our verification and record-keeping purposes.

Upon the request of the Channel or VII, you will promptly furnish any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with any or all of the terms and conditions of this Agreement, including, without limitation, the foregoing representations, warranties and covenants and, if applicable, you will promptly comply with any specific requests or directions we give you in connection with Postings you submit that may be subject to these requirements.

Notwithstanding anything to the contrary, you also understand and agree that the Channel and VII shall not be obligated or responsible for providing any guild or residual payments in connection with the submission and exploitation of any Posting.

10.3 Claims Regarding Content. If you believe that any content on the Site (including, without limitation, Postings) violates any of the terms of this Agreement (except for any notices covered by the **Copyright Compliance Policy**), please email us at webmaster@mtvn.com (please refer to our **Copyright Compliance Policy** for any notices covered by the **Copyright Compliance Policy**). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

10.4 Certain Rights of Removal for Postings. Registered users of this Site who are California residents and are under 18 years of age may request and obtain removal of Postings on this Site that they themselves post by emailing us at posting_removal@viacom.com. All requests must be labeled "California Removal Request" on the email subject line. All requests must provide a description of the content or information in your Posting that you want removed and information reasonably sufficient to permit us to locate the material and, so that we can process your request and contact you if we have questions, include your registered username, name, street address, city, state, zip code and email address (your street address is optional if you wish to receive a response to your request via email), include the name and URL (if applicable) of the website, application or other interactive service and indicate your preference on how our response to your request should be sent (email or postal mail). We shall not accept requests via postal mail, telephone or facsimile. We are not responsible for notices that are not labeled or sent properly, or may not be able to respond if you do not provide complete information. We may also provide you the ability to remove individual specific Postings that are comments by navigating to the comment, selecting the delete option when you hover over the right-hand side of the comment with your cursor and verifying the deletion request.

Please also note that any requests for removal do not ensure complete or comprehensive removal of the content or information from this Site. For example, content that you have posted may be republished or reposted by another user or third party. See also Section 8 of our Privacy Policy regarding how you may delete certain Information.

11. CONTESTS, SWEEPSTAKES, AUCTIONS AND PROMOTIONS

From time to time, this Channel, VII and/or their Advertisers, operational service providers and suppliers may conduct promotions on or through the Site, including, but not limited to, auctions, contests and sweepstakes ("**Promotions**"). Each Promotion may have Additional Terms, such as the rules governing any voting relating to a Promotion (the "**Voting Rules**") (Voting Rules are available at <http://btg.mtvnservices.com/legal/VotingRules/>) and other rules relating to the Promotion, which will be posted or otherwise made available to you and, for purposes of each Promotion, are Additional Terms and will be deemed incorporated into and form a part of this Agreement. In the event of a conflict between the Voting Rules available by link in this Section and the Voting Rules specific to the Promotion, the Voting Rules specific to the Promotion shall govern with respect to the specific Promotion.

12. CERTAIN PRODUCTS AND SERVICES

12.1 RSS Feeds and Podcasts. The Site may provide RSS Feeds ("**RSS Feeds**") consisting of selected text, audio, video, and photographic content ("**Content**") from the Site that is provided over the Internet using an XML feed. Certain RSS Feeds may be podcasts ("**Podcasts**") which may include as part of the Content an associated audio, video and/or photographic file where the audio and/or video file may be downloaded and played from a user's Device or (if permitted) transferred to another Device. Certain software

and hardware is required for users to download and view and/or play Content through RSS Feeds.

Content is Material and subject to all of the terms of this Agreement, even though you may download, copy and/or transfer to a Device, or through a Device to another Device, the RSS Feeds and associated Content.

By your access to and use of RSS Feeds, you understand, acknowledge and agree that this Channel and VII do not warrant that its RSS Feeds will operate on all Devices. Please see the "*Disclaimer and Limitations of Liability*" section below for further details.

12.2 Mobile Applications. If this Channel offers products and services through applications available on your wireless or other mobile Device (such as a mobile phone) (the "Mobile Application Services"), such as applications you download or text messaging services, these Mobile Application Services are governed by the Additional Terms presented in connection with the applicable Mobile Application Service. These Mobile Application Services may be provided at no charge to you or may be available for a fee, as provided in the applicable Additional Terms, including, but not limited to, the terms presented to you in connection with your download of such Mobile Application Service. In addition, your wireless carrier's standard messaging rates and other messaging, data and other rates and charges will apply to certain Mobile Application Services. You should check with your carrier to find out what plans your carrier offers and how much the plans cost. In addition, the use or availability of certain Mobile Application Services may be prohibited or restricted by your wireless carrier, and not all Mobile Application Services may work with all wireless carriers or Devices. Therefore, you should check with your wireless carrier to find out if the Mobile Application Services are available for your wireless Device, and what restrictions, if any, may be applicable to your use of such Mobile Application Services. If you change or deactivate your wireless telephone number, you agree to promptly update your Mobile Application Services account information, or otherwise notify us that the wireless telephone number is no longer associated with you and identify such wireless phone number, to ensure that future messages directed to you are not sent to the person to whom your old number has been or will be assigned.

Under no circumstances will this Channel or VII be responsible for any wireless service charges incurred by you or by a person that has access to your wireless device, telephone number, or email address using any Mobile Application Services.

12.3 Viral Features. There may be portions of our Site, content, functionality or features (e.g., digital streaming media player(s)) ("Viral Features") that we make available to users for your personal use. While we can change how, to whom and to what extent we make these Viral Features available at any time without any notice and in our sole discretion, so long as they are available to you, whenever you visit our Site or take advantage of any of these Viral Features, you agree not to download any content made available as part of the Viral Features and acknowledge that such content is available only for streaming viewing and, further, that you are bound by the applicable provisions of this Agreement and our **Privacy Policy**.

13. HYPERLINKS TO THIRD PARTY SITES

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation,

responsibility or liability on the part of, the Channel or VII, any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers. We do not verify, endorse or have any responsibility for any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, even if the Channel's or VII's logo(s) or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects Personal Information or other information from you, in no event shall we assume or have any responsibility or liability. Please read our **Privacy Policy**, which describes how this Channel collects and uses your Personal Information and other information and certain of our relationships.

14. DEACTIVATION/TERMINATION OF YOUR REGISTRATION OR USE

If this Site offers user registration and you are registered to use the Site, you may deactivate your account on the Site, at any time and for any reason, by logging in to your account, and then following the instructions on the Site to deactivate your account. If you are unable to deactivate your account on this Site using this method or otherwise have questions about how to deactivate your account, please contact us at webmaster@mtvn.com.

We may terminate your use of and registration on the Site, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party. See our **Privacy Policy** for more information about deactivation or termination of accounts by parents or legal guardians if you have not yet reached the age of majority where you live.

15. DISCLAIMER AND LIMITATIONS OF LIABILITY

THIS SITE, AND ALL MATERIALS, GOODS AND SERVICES AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS RELATING TO YOUR USE OF THE SITE. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SITE, INCLUDING, WITHOUT LIMITATION, POSTINGS AND MATERIALS ASSOCIATED WITH YOUR USE OF THE SITE.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, THIS CHANNEL, VII, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, RELATING TO THE SITE OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, HOWEVER ARISING OR CAUSED, WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OR CHARACTERIZATION OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITING THE FOREGOING, THE SITE IS MAINTAINED ON SERVERS IN THE UNITED STATES AND THE CHANNEL AND VII

DISCLAIM ALL LIABILITY FOR ANY USE NOT SPECIFICALLY AUTHORIZED OR THAT IS IN VIOLATION OF THIS AGREEMENT OR THE LAWS OR REGULATIONS THAT MAY APPLY TO YOU IN ANY JURISDICTION OR COUNTRY.

NOTWITHSTANDING ANY CLAIM THAT A SOLE OR EXCLUSIVE REMEDY WHICH IS PROVIDED IN THIS AGREEMENT MAY OR DOES FAIL OF ITS ESSENTIAL PURPOSE, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY LOSS OR DAMAGE SHALL BE LIMITED TO HAVING VII, UPON WRITTEN NOTICE FROM YOU TO US, ATTEMPT TO REPAIR, CORRECT OR REPLACE ANY DEFICIENT GOODS OR SERVICES UNDER THIS AGREEMENT AND, IF REPAIR, CORRECTION OR REPLACEMENT IS NOT REASONABLY COMMERCIALY PRACTICABLE FOR VII, TO REFUND ANY MONIES ACTUALLY PAID BY YOU TO VII FOR THE GOODS OR SERVICES INVOLVED AND TO TERMINATE AND DISCONTINUE YOUR USE OF THE SITE. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THE CAPACITY OF THE SITE, IN THE AGGREGATE AND FOR EACH USER, IS LIMITED. CONSEQUENTLY SOME MESSAGES AND TRANSMISSIONS MAY NOT BE PROCESSED IN A TIMELY FASHION OR AT ALL, AND SOME FEATURES OR FUNCTIONS MAY BE RESTRICTED OR DELAYED OR BECOME COMPLETELY INOPERABLE. AS A RESULT, YOU ACKNOWLEDGE AND AGREE THAT VII ASSUMES NO LIABILITY, RESPONSIBILITY OR OBLIGATION TO TRANSMIT, PROCESS, STORE, RECEIVE OR DELIVER TRANSACTIONS OR POSTINGS OR FOR ANY FAILURE OR DELAY ASSOCIATED WITH ANY POSTINGS AND YOU ARE HEREBY EXPRESSLY ADVISED NOT TO RELY UPON THE TIMELINESS OR PERFORMANCE OF THE SITE FOR ANY TRANSACTIONS OR POSTINGS. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THIS AGREEMENT MAY NOT APPLY TO YOU.

16. INDEMNIFICATION

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

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

17. ADS AND MALWARE

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

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

We suggest that you take actions (such as installing reputable third party antivirus software) which may help to clean your Device and which could monitor or prevent future installations of Malware.

Please note that we cannot be responsible for the effects of any third party software including Malware on your Device. Please make sure to carefully read the Help or Customer Support areas of any software download site. If you do discover any Malware on your Device, we also suggest you speak with a qualified technician for your Device. If, after taking the above actions, you are still experiencing any problems, please feel free to contact us at webmaster@mtvn.com.

18. PRIVACY

We respect your privacy and the use and protection of your Information. Please see our **Privacy Policy** for important information and disclosures relating to the collection and use of your Information in connection with your use of the Site.

19. RESOLUTION OF DISPUTES: BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS

See our FAQs at <http://www.legal.viacom.com/FAQs> for more information.

19.1 Binding Arbitration and Exclusions from Arbitration. EXCEPT AS PROVIDED BELOW OR UNLESS YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE (AS DESCRIBED IN SECTION 19.5), ANY AND ALL CLAIMS BETWEEN YOU AND VII WILL BE RESOLVED IN BINDING ARBITRATION RATHER THAN IN COURT. You and VII agree to submit to individual arbitration the resolution of any and all Claims by or between you and/or VII, **except that you and VII agree that the following will not be subject to the mandatory arbitration provisions in this Section 19.1:** (A) any Claim filed by you or VII with respect to any violation, enforcement or validity of patent, trademark, trade dress, service mark, copyright and/or trade secret rights of you, VII, or any third party, including, but not limited to, Claims related to content that you upload to or share on the Site and/or (B) you or VII may seek a preliminary injunction, restraining order or other provisional equitable relief in any court as provided in Section 20 in connection with any Claim whereby you or VII, as applicable, may suffer immediate and irreparable harm for which money damages may be inadequate and impossible to calculate (including, but not limited to, a Claim under Section 19.1(A)), where such Claim under this Section 19.1(B) will not be subject to the informal dispute resolution procedures described in Section 19.2 below; provided, however, that, subsequent to obtaining such preliminary injunction, restraining order or other provisional equitable relief, the Claim will then be submitted to arbitration in accordance with Section 19. You and VII agree that this Agreement affects interstate commerce, and that the enforceability of Section 19 will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. sections 1–9 (“FAA”). Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination. There is no judge or jury in arbitration, discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited. An arbitrator must follow this Agreement and can award on an individual basis the same damages and relief as a court (including, but not limited to, injunctive and declaratory relief, statutory damages, and attorneys’ fees). “Claim(s)” means any dispute, claim or controversy by or between you and/or VII relating to the Site and/or this Agreement (including, but not limited to, this Site’s Privacy Policy and all Additional Terms, Rules, regulations, procedures and policies which we refer to in this Agreement), as may be modified from time-to-

time, and the subject matter hereof, including, but not limited to, any contract, tort, statutory, or equity claims.

19.2 Informal Dispute Resolution. Except with respect to Claims described in Section 19.1(B) above, before either you or VII pursue or participate in any Claim against the other party in arbitration or court proceedings, you or VII must notify the other party of the Claim in writing at least 60 days in advance of initiating the arbitration or court proceeding in order to provide a reasonable opportunity to resolve the Claim. You may send a written notice of your Claim to VII at 1515 Broadway, New York, New York 10036, Attention: Viacom Inc. General Counsel. VII may send written or electronic notice of its Claim to your email address, VII account or any physical or other address VII has for you. The notice must describe the Claim in reasonable detail and set forth the relief requested so that the other party has an opportunity to adequately address the Claim. Except with respect to Claims described in Section 19.1(B) above, you and VII agree to negotiate in good faith with each other to try to informally resolve the Claim and, if you and VII do not reach an informal resolution of the Claim within 60 days, then the Claim may be submitted to binding arbitration as set forth in Section 19 or court as permitted by Section 19.1.

19.3 Arbitration Proceedings and Costs. Any arbitration will be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (the "AAA Rules"), as modified by this Agreement. The AAA Rules, and other information about the AAA, are available at the AAA's website at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website (see "Demand for Arbitration, Consumer Arbitration Rules", under Rules and Forms, Consumer Forms, at <https://www.adr.org>, but contact the AAA if you have issues locating the form) and arbitration proceedings shall be initiated in the location described in Section 20. As required by the AAA Rules, if you initiate the arbitration proceedings, you must send the original copy of the completed form to VII, which should be sent to VII at the following address: 1515 Broadway, New York, New York 10036, Attention: Viacom Inc. General Counsel. If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules. In all cases, you and VII shall exchange documents and other information that you or VII intend to use in the arbitration.

Upon filing of an arbitration demand for Claims up to \$75,000, VII will reimburse you for all necessary filing, administration and arbitrator fees paid by you to the AAA or, if you wish VII to pay such fees directly to the AAA, you must request payment of such fees by VII by mail to the AAA along with your form initiating arbitration and VII will make arrangements to pay such fees directly to the AAA. In the event the arbitrator determines that the Claim(s) you assert in the arbitration are frivolous or vexatious, you agree to reimburse VII for all fees associated with the arbitration paid by VII on your behalf. You agree that VII shall have no obligation to pay any other fees except as determined by the arbitrator.

For Claims that total more than \$75,000, the AAA Rules will govern payment of filing, administration and arbitrator fees to the maximum extent permitted by law. The decision of the arbitrator will be binding and conclusive on all parties, and judgment to enforce the decision may be entered by any court of competent jurisdiction.

19.4 Class Action Waiver. UNLESS YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE (AS DESCRIBED IN SECTION 19.5), YOU AND VII AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WHETHER IN ARBITRATION OR IN COURT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. You and VII expressly agree that any Claim is personal

to you and VII, shall only be resolved by an individual arbitration (or individual court proceedings with respect to Claims excluded from mandatory arbitration as described in Section 19.1 of this Agreement), and shall in no event be brought as a class arbitration, a class action, or any other representative proceeding. The arbitrator (or court if the Claim is excluded from mandatory arbitration as described in Section 19.1 of this Agreement) may only conduct an individual arbitration (or court action if the Claim is excluded from mandatory arbitration as described in Section 19.1 of this Agreement), and may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding. If a court or arbitrator determines that this class action waiver is unenforceable in an action between you and VII, then this Agreement to arbitrate will be unenforceable. Neither you nor VII consent to class arbitration.

19.5 Right to Opt Out of Mandatory Arbitration and Class Action Waiver. IF YOU DO NOT WISH TO BE BOUND BY THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 19.1, 19.3 AND 19.4, YOU MUST NOTIFY VII IN WRITING (THE "Arbitration/Class Action Waiver Opt-Out Notice"), WHERE THE ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE MEETS ALL OF THE FOLLOWING REQUIREMENTS:

19.5.1 Sent by first class mail, postage prepaid, certified and return receipt requested or sent by overnight courier service (such as Federal Express) to Viacom Inc., Attention: Viacom Legal Department, Records Management, 1515 Broadway, 51st Floor, New York, NY 10036.

19.5.2 Postmarked (if sent by first class mail) or deposited with the overnight courier service no later than (A), if you register as a new registered user of the Site on or after 2/9/2016 ("Agreement to Arbitrate Date" except as provided in (C) below), 45 days after the date you accept this Agreement for the first time, unless an earlier deadline in Section 19.5.2(C) applies, (B), if you are already a registered user of the Site before the Agreement to Arbitrate Date, 45 days after the earlier of either (I) your first log in to the Site on or after the Agreement to Arbitrate Date or (II) the date which email notice of the Agreement containing this Section 19, if any, was sent to the email address associated with your user registration, unless an earlier deadline in Section 19.5.2(C) applies or (C) for all other users of the Site, 45 days after you accept this Agreement for the first time on or after the Agreement to Arbitrate Date, which Agreement to Arbitrate Date shall be December 31, 2016 for users of this Site's applications, unless a longer period is required by applicable law.

Time Periods Applicable to Users of Multiple VII Websites, Applications or Other Interactive Services. If you are or become a user of more than one VII website, application or other interactive service, you must provide the Arbitration/Class Action Waiver Opt-Out Notice within the earliest deadline applicable for any VII website, application or other interactive service for which you are or become a user (for example, if the Agreement to Arbitrate Date is August 1 and if you are a pre-existing registered user of a VII website prior to August 1 who logs in on August 1 and registers as a new registered user of another VII website on August 15, you must provide the Arbitration/Class Action Waiver Opt-Out Notice by September 15 (45 days after August 1 and not 45 days after August 15)).

19.5.3 Includes your first and last name, address, phone number, email address and, if applicable, your username if you are a registered user of the VII website(s), application(s) or other interactive services(s) along with an identification of the VII website(s), application(s) or other interactive services(s) for each such username. We shall use the foregoing information included in the Arbitration/Class Action Waiver Opt-Out Notice to record, process, maintain and administer your opt-out of the mandatory arbitration and class action waiver provisions and not for marketing purposes.

19.5.4 Includes a statement that you do not agree to the mandatory arbitration and class action waiver.

If the Arbitration/Class Action Waiver Opt-Out Notice meets all of the above requirements, you will be deemed to have opted out of the mandatory arbitration and class action waiver provisions in Section 19.1, Section 19.3 and Section 19.4 with respect to all VII websites, applications or other interactive services (including, but not limited to, those owned, operated and/or provided by Viacom Inc. and the corporate affiliates that Viacom Inc. directly or indirectly owns or controls such as those described at <http://www.viacom.com/brands/pages/default.aspx>). Note that a valid Arbitration/Class Action Waiver Opt-Out Notice applies only to the individual identified in such notice as opting out.

If the Arbitration/Class Action Waiver Opt-Out Notice does not meet all of the above requirements, you will not be deemed to have opted out of the mandatory arbitration and class action waiver provisions in Section 19.1, Section 19.3 and Section 19.4.

20. GOVERNING LAW, ARBITRATION LOCATION, JURISDICTION, VENUE AND JURY TRIAL WAIVER. With the exception of the provision above that the enforceability of Section 19 is governed both procedurally and substantively by the FAA, this Agreement and your use of the Site is otherwise governed by, construed and enforced in accordance with the laws of the State of New York (without regard to that state's conflict of laws rules).

You or VII shall initiate arbitration in the United States county or territory in which you reside or, if you do not reside in the United States or one of its territories, in the non-United States country in which you reside; provided, however, that (a) VII may request to transfer the arbitration to New York County, New York if it agrees to pay any additional fees or costs you incur as a result of the change in location as such additional fees or costs are determined by the arbitrator and to the maximum extent permitted by law and, upon such request, (b)(i) if you agree to such request, the arbitration shall be transferred to New York County, New York or (ii) if you do not agree to such request, VII shall have right to request that the arbitrator determine the location in which the arbitration shall be held. You and VII agree that any Claim that is allowed to proceed in court as set forth in Section 19.1 of this Agreement (including, but not limited to, as a result of your submission of a valid Arbitration/Class Action Waiver Opt-Out Notice), or otherwise proceeds in court in the event the agreement to arbitrate above is found not to apply to you or a particular Claim as a result of a decision by the arbitrator or a court order, is subject to exclusive jurisdiction and venue in the State or Federal Courts situated in the Borough of Manhattan, New York City, State of New York.

To the extent it may be applicable, you and VII agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. If any Claim proceeds in court rather than in arbitration, **YOU AND VII WAIVE ANY RIGHT TO A JURY TRIAL.**

21. MISCELLANEOUS TERMS

This Agreement, together with any Additional Terms, our **Privacy Policy** and any other regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contains the entire understanding and agreement between you and the Site and supersedes any and all prior or inconsistent understandings relating to the Site and your use of the Site. This Agreement cannot be changed or terminated orally and may not be modified except as described in this Agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any

provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action relating to this Agreement or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). The laws and regulations of the U.S. restrict the export and re-export of certain technology and you agree not to use, export or re-export any Material relating to the Site in violation of those laws and regulations. The section titles in this Agreement are for convenience only and do not have any legal effect.

This Terms of Use Agreement was last modified on the date indicated above and is effective immediately. Copyright © 2018 Viacom International Inc. - All Rights Reserved.