

TERMS & CONDITIONS

TERMS AND CONDITIONS FOR KDOC.TV

Welcome to the KDOC.TV web site (the "Site"). The Site is owned by KDOC.TV (hereafter, the "Company", "we" or "us"). These terms and conditions describe the terms upon which you may access and use the Site. By visiting the Site, you affirm that you have read and accept all of the following terms and conditions, which may be updated by the Company from time to time without notice.

1. **Grant of Rights.** The Company grants you a limited, revocable, non-exclusive right to access and use the Site in accordance with these terms and conditions. You grant, and you represent and warrant that you have the right to grant, to the Company and its agents, affiliates and assigns, an irrevocable, perpetual, non-exclusive, royalty-free, worldwide, sublicenseable and transferable license to use, copy, perform, display, distribute, broadcast, modify, sell, syndicate, license, lease, assign, give or use in any way, in perpetuity, and in any and all media, now known or hereafter invented, Your Content (as defined in Section 3 below), and to prepare derivative works of Your Content. You shall not have any right of action against the Company or its agents, affiliates and assigns arising out of any use of Your Content.

2. **Intellectual Property Rights.** You acknowledge that the Company or its licensors own the copyright and all other intellectual property rights to the Site and all materials provided on the Site unless otherwise expressly indicated. All rights are reserved by the Company and its licensors, and you agree not to copy, reproduce, download, disseminate, publish, or transfer content in any form or by any means, except with the prior written permission of the Company, or as permitted by us in a separate written agreement. The KDOC.TV mark is a trademark of the Company. Any other trademarks or service marks mentioned on the Site are the trademarks of their respective owners. References on the Site to any specific commercial product, process, or service by trade name, trademark, service mark, manufacturer, or otherwise does not constitute or imply endorsement, recommendation, or favoring by the Company. Moreover, such third parties do not endorse, sponsor, and are not affiliated with the Company.

3. **Content.** You acknowledge that the Company does not control and is not responsible for data, information, content and communications ("Content") made available on the Site by you or third parties, and that the Company will not be liable in any way for any Content or for any loss or damage of any kind incurred as a result of, or in connection with, any Content. You agree to be responsible for all video and audio and other content and communications that you make available on the Site in any form ("Your Content"). You affirm, represent and warrant that (a) you own or have the necessary licenses, rights, consents and permissions to enable inclusion and use of Your Content by the Company and agents, affiliates and assigns in accordance with these terms and conditions, and (b) you have the written consent, release, and/or permission of each and every identifiable person who is referenced or appears in Your Content to enable inclusion and use of Your Content by the Company and its agents, affiliates and assigns in accordance with these terms and conditions. The Company shall have the right, but not the obligation, to refuse or delete any Content in its sole and absolute discretion at any time.

4. **Unacceptable Content.** Without limitation, you agree that you will not submit any Content (a) that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights; (b) that is harmful, threatening, harassing, defamatory, libelous, hateful, discriminatory, invasive to another's privacy, or that impersonates a person, contains a personal attack or is otherwise unlawful; (c) that is sexual in nature, obscene or pornographic; (d) that is false or misleading; (e) that could constitute a criminal offense, give rise to civil liability or violate any federal, state or local law or regulation, or encourage the use of a controlled substance; (f) that contains profanities or expletives; (g) that is encrypted, or contains any viruses, Trojan horses or other computer programming routines or elements that are intended to cause damage or interference to the Site, or with another's system or data; or (h) that is deemed unacceptable by the Company, in its sole and absolute discretion.

5. **Unacceptable Use.** Without limitation, you agree that you will use the Site solely for your personal, noncommercial use, and will not (a) delete or revise any Content submitted by another user; (b) use any automated device, spider, software routine or element that may interfere with the proper working of the Site; (c) create a disproportionately large usage load on the Site; (d) repeatedly submit the same or similar Content; (e) attempt to obtain unauthorized access to the Site; (f) attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising any part of the Site; (g) use the Site to promote, engage or assist another in engaging in, acts that are fraudulent, abusive, deceptive, misleading

or illegal; (h) contact any user who has asked not to be contacted; (i) collect personal data about other users for commercial or unlawful purposes; or (j) copy, reproduce, download, disseminate, publish, or transfer any Content other than Your Content.

6. Termination of Access. The Company has the right to terminate your access to the Site for any reason if we believe you have violated any of these terms and conditions. You agree that the Company will have no liability with regard to any such termination.

7. Limitations. The Company does not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of any information on the Site. In addition, we have no duty to update the information contained on the Site, and we are not liable to you for outdated or incorrect information contained herein. Moreover, we reserve the right at any time to modify, suspend or discontinue the Site (or any part thereof) with or without notice, and we are not liable to you or any third party for any modification, suspension or interruption in services. **THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NO GUARANTEES OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NONINFRINGEMENT, PERFORMANCE, INFORMATIONAL CONTENT, ACCURACY, OR SYSTEM INTEGRATION, ARE MADE WITH RESPECT TO THE SITE, INCLUDING THE INFORMATION CONTAINED ON THE SITE. THE COMPANY MAKES NO WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, WITHOUT DEFECT OR ERROR FREE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE OR LOSS OF USE, ARISING OUT OF YOUR USE OF THE SITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT ANY DATA OR MATERIAL OBTAINED THROUGH THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK.**

YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY 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.

8. Links to Other Web Sites. There may be links to other web sites at certain places on the Site, and we do not endorse, approve, certify or control any of those web sites. Because we do not have any control over such sites, you acknowledge and agree that we are not responsible for the content of the sites or the availability, accuracy, completeness, efficacy, or timeliness of information contained on those sites. Use of those sites or any information obtained from those sites is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy and timeliness.

9. Governing Law. Any dispute with respect to the Site shall be governed by the laws of the State of Maryland, excluding its conflicts of laws rules. All visitors to the Site submit to the exclusive jurisdiction of the state and/or federal courts of the State of Maryland.

10. Indemnity. You agree to indemnify and hold the Company, and its agents, affiliates and assigns, including parent and subsidiary entities, and the owners, stockholders, directors, officers, employees, and agents of each of them, of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent which arise from, or are related to, Your Content, your use of the Site, or your violation of these terms and conditions.

11. No Effect on Agreements. Nothing on the Site shall be construed to add or modify terms to any existing or future agreements with the Company.

12. Privacy/Security. See our Privacy Policy.

13. Notices. In our discretion, we may provide notices of changes to these terms and conditions or other matters by displaying notices or links to notices generally on the Site.

14. Notification of Claims of Infringement/Violations. If you believe Content on the Site infringes your intellectual property rights, or is in violation of these terms and conditions, please contact us at KDOC.TV,

625 N Grand Avenue, Santa Ana, CA 92701. Please ensure that any claims of infringement contain the required information set forth in the Digital Millennium Copyright Act.

15. **Age.** You affirm that you are either 18 years of age or older, an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the obligations of these terms and conditions, and to make the affirmations and representations contained herein, and to abide by these terms and conditions. In any case, you affirm that you are at least thirteen (13) years old, as the Site is not for children under the age of thirteen (13).

16. **Assignment.** These terms and conditions, and all rights and licenses granted hereunder, may not be transferred or assigned by you, but may be freely assigned by the Company without restriction.

17. **Severability.** You acknowledge and agree that if any provision of these terms and conditions is invalid or unenforceable to any extent, the remainder of these terms and conditions shall not be affected and shall be enforced to the greatest extent permitted by applicable law.