

## Terms of Use

KMVT Television Inc., provides this information to you, subject to the following terms, conditions and notices contained or referenced herein (the "Agreement"), which govern your use of Web sites on the Internet owned and operated by KMVT Television Inc. (the "Service").

This Agreement applies to all uses of the Service, including, but not limited to, posting of information to a user-created Web page, participating in chat rooms or in threaded discussions, or using e-mail or other features offered on the Service. The Service is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained in this Agreement. Your use of the Service constitutes your binding consent to all such terms, conditions and notices. If you do not agree to be bound by this Agreement, please do not use the Service.

**1. Copyright Rights** All copyright rights in the text, images, photographs, graphics, user interface, and other content provided on the Service, and the selection, coordination, and arrangement of such content, are owned by KMVT Television Inc. or its third-party licensors, to the full extent provided under the United States Copyright Act and all international copyright laws. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Service for any purposes. Nothing stated or implied on the Service confers on you any license or right under any copyright of KMVT Television Inc. or any third party.

The Service and the information contained in reference herein are for informational purposes only. Any reproduction, copying or redistribution for commercial purposes of any materials or design elements of the Service is strictly prohibited without the prior written consent of KMVT Television Inc. Requests for permission to reproduce any information contained on this Service should be addressed to the contacts below.

If you have any questions or comments about this policy or our use of personal information, you may send an e-mail to [webmaster@kmvt.com](mailto:webmaster@kmvt.com) or send a letter to the following address:

KMVT Television Inc.

Attn: Lee Wagner, General Manager

1100 Blue Lakes Blvd. North, Twin Falls, Idaho 83301

Notwithstanding the above, KMVT Television Inc. authorizes you to make one (1) electronic or paper copy of the information posted on any page of the Service, provided that the copy is used solely for non-commercial, personal purposes, and further provided that any such copy remains protected by all copyright, trademarks, service marks, and other proprietary notices and legends contained on the Service. Systematic retrieval of data or other content from this Service to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from KMVT Television Inc. is prohibited.

**2. Trade and Service Mark Rights** All rights in the product names, company names, trade names, logos, product packaging and designs of all KMVT Television Inc. or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to KMVT Television Inc. or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on this Service confers on you any license or right under any patent or trademark of KMVT Television Inc. or any third party.

**3. Privacy Policy** By using this service, you agree and consent to the terms of the KMVT Television Inc. Online Privacy Policy, a copy of which you should review.

#### **4. Modification of This Agreement**

KMVT Television Inc. reserves the right to amend this Agreement at any time. All modifications and amendments will be posted on the Service. You are responsible for regularly reviewing and understanding these modified or amended terms and conditions. You will be deemed to accept all changes so posted.

**5. Links to Third-Party Services** This Service may contain links to other Services ("Linked Services"). The Linked Services are not under the control of KMVT Television Inc., and KMVT Television Inc. is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. KMVT Television Inc. is providing Linked Services to you only as a convenience, and the inclusion of such Linked Services is not an endorsement by KMVT Television Inc. in favor of any company offering Internet services, products or services on the Linked Services.

**6. Prohibited Uses** You are required to comply with all applicable law in connection with your use of the Service, and such further limitations as may be set forth in any written or on-screen notice from KMVT Television Inc. As a condition of your use of the Service, you warrant that you will not use the Service for any purpose that is unlawful or prohibited by this Agreement. You further agree not to: (a) use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Service, or for purposes of registering for any promotions, contests or surveys offered through the Service; (b) delete or revise any material or other information of any other user or of KMVT Television Inc.; (c) take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure; (d) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any activity being conducted on this site; (e) harvest or otherwise collect information about others, including email addresses, without their consent; (f) use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Service other than the search engine and search agents available from KMVT Television Inc. on the Service and other than generally available third-party Web browsers (e.g., Netscape Navigator and Microsoft Internet Explorer); (g) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service; or (h) engage in any other conduct that restricts or inhibits any other person from using or enjoying the Service,

or which, in the judgment of KMVT Television Inc., exposes KMVT Television Inc. or any of its customers or suppliers to any liability or detriment of any type. You also are prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data not intended for you or logging into a server or account that you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mail bombing" or "crashing", the Service; (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability. KMVT Television Inc. will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

**7. Posting of Information in Public Areas** If you transmit, distribute, post, communicate or store ("post") information in a public area, such as a chat room or a message board, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications or information found in these areas. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately. In consideration of being allowed to post information in public areas, you agree that the following actions shall constitute a material breach of this Agreement: (a) Posting information that is copyrightable, unless you are the copyright owner; (b) Posting information that reveals trade secrets unless you own them; (c) Using a public area for any purpose in violation of local, state, national or international laws; (d) Posting information that infringes on the intellectual property rights of others or on the privacy or publicity rights of others; (e) Posting information that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by KMVT Television Inc. in its sole discretion; (f) Posting advertisements or solicitations of business; (g) After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form); (h) Posting surveys, contests, chain letters or pyramid schemes; (i) Impersonating another person; (j) Uploading or distributing files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; or (k) Allowing any other person or entity to use your identification for posting or viewing comments. KMVT Television Inc. reserves the right to review postings on its Service, to remove any postings, and to terminate your ability to post to the Service at any time without notice, in its sole discretion. KMVT Television Inc. also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

## **8. License Granted**

KMVT Television Inc. does not claim ownership of the postings you make to its Service, or any material you transmit, distribute, communicate or store on, to or through the Service. However, by posting or submitting information or material on, to or through the Service, you grant KMVT Television Inc. a world-wide, royalty free, perpetual, irrevocable and non-exclusive right (including any moral right) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content anywhere, for any purpose, and in any form, media or technology now known or later developed. No compensation will be paid with respect to the use of your posting. KMVT Television Inc. is free to use any ideas, concepts, know-how or techniques contained in any communication to the Service for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. KMVT Television Inc. is under no obligation to maintain any posting you make and may remove any posting at any time in its sole discretion. By posting or submitting content to this Service, you also warrant and represent that you own or otherwise control all of the rights to the content of the public posting, and that use of your content by KMVT Television Inc. will not infringe or violate the rights of any third party.

## **9. Notice of Copyright Infringement**

As stated above, KMVT Television Inc. prohibits the posting of any information that violates or infringes the copyright rights of any person or entity. If you believe that your work has been copied and is accessible on this Service in a way that constitutes copyright infringement, please provide KMVT Television Inc.'s Copyright Agent with the following information:

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Service that is requested to be removed;
- (c) your name, address and daytime telephone number, and an e-mail address if available, so that KMVT Television Inc. may contact you if necessary;
- (d) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent or the law;
- (e) a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- (f) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

KMVT Television Inc.'s Copyright Agent for Notice of claims of copyright infringement on the Service is Lee Wagner who can be reached as follows:

Lee Wagner, KMVT Television General Manager

1100 Blue Lakes Blvd. North

Twin Falls, Idaho 83301

KMVT Television Inc. will remove any posted submission which infringes the copyright of any person under the laws of the United States upon receipt of such a statement (or, more specifically, any statement in conformance with 17 U.S.C. § 512(c)(3)). United States law provides significant penalties for submitting such a statement falsely.

#### **10. Minors**

If you allow your minor child, or a child for whom you are the legal guardian (a "Minor"), to register as a member of the Service, you agree that you shall be solely responsible for (a) the online content of such Minor; (b) monitoring such Minor's access to and use of the Service; and (c) the consequences of any use of the Service by such Minor.

#### **11. Disclaimer of Warranties**

THE SERVICE IS PROVIDED "AS IS." KMVT TELEVISION INC. MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE. WAGT TELEVISION INC. DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KMVT TELEVISION INC. DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (a) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (b) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (c) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (d) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, AND (e) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY KMVT TELEVISION INC. OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

#### **12. Limitation of Liability**

Neither KMVT Television Inc. nor any party involved in creating, producing or delivering this Service, or on any Web site linked to this Service, shall be liable in any manner whatsoever for any direct, incidental, consequential, indirect or punitive damages arising out of your access, use or inability to use this Service or any site linked to this Service, or any errors or omissions in the content thereof. KMVT Television Inc. Reserves the right to alter the content of this Service in any way, at any time, for any reason, without prior notification, and will not be liable in any way

for possible consequences of such changes. These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if KMVT Television Inc. has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, KMVT Television Inc.'s liability in such jurisdictions shall be limited to the extent permitted by law.

### **13. Indemnification**

Upon a request by KMVT Television Inc., you agree to defend, indemnify and hold harmless KMVT Television Inc. and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees from all liabilities, claims and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through this Service, your use of the Service, your violation of this Agreement or your violation of any rights of another.

### **14. Choice of Law and Forum**

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, excluding its conflict of law rules. You and KMVT Television Inc. Expressly agree to submit to the exclusive jurisdiction and venue of the courts in Twin Falls, Idaho in all disputes arising out of or relating to the use of this Service.

### **15. Severability and Integration**

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and KMVT Television Inc. and governs your use of this Service, superceding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and KMVT Television Inc. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

### **16. No Waiver**

The failure of KMVT Television Inc. to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

### **17. No Professional Advice**

Any information supplied by any employee or agent of KMVT Television Inc. , whether by telephone, e-mail, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute legal, tax, accounting or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions.

## **18. Miscellaneous**

You agree that no joint venture, partnership, employment or agency relationship exists between you and KMVT Television Inc. as a result of this Agreement or your use of this Service. Nothing contained in this Agreement is in derogation of KMVT Television Inc.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by KMVT Television Inc. with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **19. Termination**

KMVT Television Inc. reserves the right, in its sole discretion, to terminate your access to all or part of this Service, with or without notice.

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