



Terms of Use

1. Acceptance of Terms

These Terms of Use ("**Terms**") you are reading are a legally binding agreement between **THINGS TIM HOWARD COULD SAVE COM.** ("**THINGS TIM HOWARD COULD SAVE COM**", "**We**" or "**Us**") and yourself ("**You**"). By accessing or using any of THINGS TIM HOWARD COULD SAVE COM's application, services and/or websites (collectively, the "**Services**") you agree that you have read, understood, accept and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services.

THINGS TIM HOWARD COULD SAVE COM reserves the right, in its sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. Users are responsible for viewing these Terms periodically. Your continued use of the Services after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms. If you do not agree to the Terms, your only remedy is to discontinue your use of the Services and to cancel any "Account(s)" (as such term is defined below) you have created for use of the Services.

If you violate the Terms, THINGS TIM HOWARD COULD SAVE COM reserves the right to issue you a warning regarding the violation or to immediately terminate or suspend all or part of the Accounts you have created for using the Services. You agree that THINGS TIM HOWARD COULD SAVE COM does not need to provide you notice before terminating or suspending your Account(s), but it may provide such notice in its sole discretion.

You agree that THINGS TIM HOWARD COULD SAVE COM may change any part of the Services, including its content, at any time or discontinue the Services or any part thereof, for any reason, without notice to you and without liability. You declare that by acceptance of these Terms and/or by using the Services you are of legal age to form a binding contract with THINGS TIM HOWARD COULD SAVE COM or under the strict and continuous supervision of a parent or any other qualified legal guardian, and in any case, at least 13 years of age. You may not use the Services and may not accept these Terms if you are a person barred from receiving the Services under the laws of the country in which you are resident or from which you use the Services.

2. Description of the Services

THINGS TIM HOWARD COULD SAVE COM provides online content distribution services. THINGS TIM HOWARD COULD SAVE COM shall not assume any responsibility to any content which is published, displayed and/or suggested through the Services, its integrity, accuracy and/or reliability. THINGS TIM HOWARD COULD SAVE COM cannot guarantee that the Services will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Services, and may result in the failure of your communications including, without limitation, your local network, firewall, your internet service provider, the public internet and your power supply. THINGS TIM HOWARD COULD SAVE COM takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

3. Access to the Services

It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the Services. THINGS TIM HOWARD COULD SAVE COM does not provide you with the equipment to access and/or use our Services. You are responsible for all fees charged by third parties related to your access and use of the Services (e.g., charges by Internet service providers or air time charges).

4. Account Information

During the process of creating an account in order to access the Services ("**Account**"), you may be required to select a password (the "**Login Information**"). The following rules govern the security of your Account and Login Information. For the purposes of these Terms, references to Account and Login Information shall include any account and account information, including user names, passwords or security questions, whether or not created for the purpose of using the Services, that are used to access the Services:

- a. You shall not share your Account or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account;

- b. In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Account, you must immediately notify THINGS TIM HOWARD COULD SAVE COM and modify your Login Information;
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login Information, including purchases, whether or not authorized by you;
- d. You are responsible for anything that happens through your Account, whether or not such actions were taken by you, including, for the avoidance of doubt, actions taken by third parties. You therefore acknowledge that your Account may be terminated if someone else uses it to engage in any activity that violates these Terms or is otherwise improper or illegal;
- e. You undertake to monitor your Account and restrict use by any individual barred from accepting these Terms and/or receiving the Services, under the provisions listed herein or any applicable law. You shall accept full responsibility for any unauthorized use of the Services by any of the above mentioned;
- f. THINGS TIM HOWARD COULD SAVE COM reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

Any personal information you provide to us when creating or updating your Account, which may include your name, age, birth date, gender, address, geographic location, e-mail address, picture and any such other information, will be held and used in accordance with THINGS TIM HOWARD COULD SAVE COM's Privacy Policy available at <http://thingstimhowardcouldsave.com/> ("**Privacy Policy**") which constitutes an integral part of these Terms. You agree that you will supply accurate and complete information to us, and that you will update that information promptly after it changes. You represent and warrant that you have full right and authority to provide THINGS TIM HOWARD COULD SAVE COM with the foregoing information, including, without limitation, any third party's consent (to the extent required under any applicable law).

Without derogating from the provisions of THINGS TIM HOWARD COULD SAVE COM's Privacy Policy, you agree to be presented in the Services with advertisements and promoting materials and periodic e-mails with content recommendations, and further including third party offers which may be designated specifically to you based on your personal information.

5. **Right for Non-Commercial Use**

Subject to your agreement and compliance with these Terms, THINGS TIM HOWARD COULD SAVE COM grants you a personal, non-exclusive, non-transferable, revocable, limited scope right to use the Services. Use of the Services shall be solely for your own, private, non-commercial purposes and for no other purpose whatsoever. You hereby acknowledge that your right to use the Services is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your right to use the Services shall immediately terminate, and you shall immediately refrain from using the Services. If the Services or any part thereof is determined to be illegal under the laws of the country in which you are situated, you shall not be granted any right to use the Services, and must refrain from using the Services.

6. **Payment**

Access to the Service provided under the website is currently free of charge. THINGS TIM HOWARD COULD SAVE COM may, at its sole discretion, change this policy and begin charging for access to the Service and other features and services, and THINGS TIM HOWARD COULD SAVE COM may, at its sole discretion, add, remove or change the features and services it offers or the fees (including the amount or the type of fees) THINGS TIM HOWARD COULD SAVE COM charges at any time. THINGS TIM HOWARD COULD SAVE COM is not responsible for any charges or expenses you incur resulting from being billed by THINGS TIM HOWARD COULD SAVE COM in accordance with these Terms (including, *inter alia*, clearing and other payment services).

7. **Account Termination**

THINGS TIM HOWARD COULD SAVE COM may refuse access to the Services or may terminate your Account without notice for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of your Account, or illegal or improper use of the Services, User Content (as defined below), products, or THINGS TIM HOWARD COULD SAVE COM's intellectual property as determined by THINGS TIM HOWARD COULD SAVE COM in its sole discretion. You may lose your user name as a result of Account termination, without responsibility on the part of THINGS TIM HOWARD COULD SAVE COM for any damage that may result from the foregoing. If you have more than one Account, THINGS TIM HOWARD COULD SAVE COM may terminate all of your Accounts.

In addition to the foregoing, THINGS TIM HOWARD COULD SAVE COM may selectively remove, revoke or garnishee benefits associated with your Account. If your Account, or a particular subscription for a Service associated with your Account, is terminated, suspended and/or if any benefits are selectively removed, revoked or garnisheed from your Account, no refund will be granted, no benefits will be credited to you or converted to cash or other forms of

reimbursement, and you will have no further access to your Account or benefits associated with your Account or such particular Service.

You acknowledge that THINGS TIM HOWARD COULD SAVE COM is not required to provide you notice before suspending or terminating your Account or selectively removing, revoking or garnishing benefits associated with your Account. In the event that THINGS TIM HOWARD COULD SAVE COM terminates your Account, you may not participate nor make use of the Services again without THINGS TIM HOWARD COULD SAVE COM's express consent. THINGS TIM HOWARD COULD SAVE COM reserves the right to refuse to keep Accounts for, and provide access to the Services or other services to, any individual. You may not allow individuals whose Accounts have been terminated by us to use your Account. If you believe that any action has been taken against your Account in error, please contact us at: info@electric-sheep.tv.

You are solely responsible to preserve the originals of any content you provide and/or upload to the Services. THINGS TIM HOWARD COULD SAVE COM does not guarantee that any content will always be available through the Services. Do not rely upon the Services as a storage space for such content.

8. User Content

You agree that any content published by you through the Services is done so through the use of technology and tools provided by THINGS TIM HOWARD COULD SAVE COM. You agree that you are publishing such content willingly and you represent that you own such content or have received the necessary authorizations from third parties, that you have all rights to publish said content and that publishing of the content by you complies with all applicable laws. You grant THINGS TIM HOWARD COULD SAVE COM the right to act as an agent on your behalf as the Services' operator.

THINGS TIM HOWARD COULD SAVE COM does not claim ownership of any data, text, graphics, photographs, or any other content, and their selection and arrangement, uploaded to the Services by any user ("**User Content**"). However, by sending and/or creating User Content and/or using the Services you automatically grant THINGS TIM HOWARD COULD SAVE COM a non-exclusive, royalty-free, perpetual license of all worldwide rights to use, edit, modify, include, incorporate, adapt, record and reproduce such User Content, including, without limitation, all trademarks associated therewith, in any manner whatsoever, in or out of context, in all languages, in all media now known or hereafter created for the purposes set forth in the Services and these Terms, including for the avoidance of doubt commercial, non-commercial and/or promotional use by THINGS TIM HOWARD COULD SAVE COM associating such User Content with your user information, user name and/or profile picture. THINGS TIM HOWARD COULD SAVE COM may retain any raw material that you submit, and make internal use of such material including for testing purposes. You may request that THINGS TIM HOWARD COULD SAVE COM delete and make no further use of such material by contacting us at: info@electric-sheep.tv.

THINGS TIM HOWARD COULD SAVE COM may or may not regulate User Content and provides no representations or guarantees regarding the accuracy, quality, or integrity of any User Content posted via the Services. By using the Services you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that THINGS TIM HOWARD COULD SAVE COM will not under any circumstances be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.

THINGS TIM HOWARD COULD SAVE COM reserves the right (but shall at no time be obligated) to, in its sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Services with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, THINGS TIM HOWARD COULD SAVE COM shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law.

9. Communication Channels

The Services may provide communication channels such as forums, communities, or chat areas ("**Communication Channels**") designed to enable you to communicate with other users of the Services. THINGS TIM HOWARD COULD SAVE COM is under no obligation to monitor these communication channels but may do so, and reserves the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at its sole discretion. THINGS TIM HOWARD COULD SAVE COM may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by THINGS TIM HOWARD COULD SAVE COM, and these communications should not be considered reviewed or approved by THINGS TIM HOWARD COULD SAVE COM. You will be solely responsible for your activities within the Communication Channels and under no circumstances will THINGS TIM HOWARD COULD SAVE COM be liable for any activity within the Communication Channels. You agree that all your communications within the Communication Channels are public,

and you have no expectation of privacy regarding your use of the Communication Channels. THINGS TIM HOWARD COULD SAVE COM is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

10. Rules of Conduct and Usage

You represent and warrant that you have full right and authority to use the Services and to be bound by these Terms. You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of such Services. Without limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons.

You undertake that you shall not defraud, or attempt to defraud, THINGS TIM HOWARD COULD SAVE COM or other users, and that you shall not act in bad faith in your use of the Services. If THINGS TIM HOWARD COULD SAVE COM determines that you have acted in bad faith and/or in violation of these Terms, or if THINGS TIM HOWARD COULD SAVE COM determines that your actions fall outside of reasonable community standards, THINGS TIM HOWARD COULD SAVE COM may, at its sole discretion, terminate your Account and prohibit you from using the Services. You agree that your use of the Services shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree that you shall not:

- a. Create an Account with or access the Services if you are barred from receiving the Services under the provisions of these Terms or any applicable law;
- b. Promote, host, display or implement the Services on any websites that: (i) contain indecent, obscene or pornographic material, hate speech, highly explosive subject matter (as determined by THINGS TIM HOWARD COULD SAVE COM), defamatory, libelous, obscene, gambling related, discriminatory, deceptive, abusive spyware, adware, or other malicious programs or code, unsolicited mass distribution of email, or any illegal subject matter or activities or otherwise offensive content, or content addressed to individuals under the age of 18; (ii) incorporate any materials that infringe or assists others to infringe on any copyright, trademark or other intellectual property rights; (iii) are an incentive-based website, such as a lottery or sweepstakes site which rewards users for clicking on links; (iv) engage in activities that violate THINGS TIM HOWARD COULD SAVE COM's Privacy Policy; (v) openly encourage users to click on banner ads or other sponsored links to support the site; or (vi) infringe any right of any third party or violate any applicable law or regulation;
- c. Upload, post, transmit or otherwise disseminate any material that is vulgar, indecent, obscene, pornographic, sexual or that is, in a reasonable person's view, otherwise offensive or objectionable;
- d. Libel, ridicule, defame, mock, stalk, intimidate, threaten, harass, or abuse anyone, hatefully, racially, ethnically or in any other manner;
- e. Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except if expressly authorized by THINGS TIM HOWARD COULD SAVE COM or by applicable statutory law), modify or alter any part of the Services;
- f. Upload or transmit (or attempt to upload or transmit) files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Services or the computers of other users of the Services;
- g. Advertise, solicit or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spam or spam) to anyone;
- h. Violate the contractual, personal, intellectual property or other rights of any party including by using, uploading, transmitting, distributing, or otherwise making available any information or material made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- i. Create false personas, multiple identities, multiple user Accounts, set up an Account on behalf of someone other than yourself, use bots or other automated software programs to defraud or which otherwise violate these Terms and/or the terms of service of any third-party applications;
- j. Attempt to obtain passwords or other private information from other members including personally identifiable information (whether in text, image or video form), identification documents, or financial information;
- k. Upload or transmit (or attempt to upload or to transmit), without THINGS TIM HOWARD COULD SAVE COM's express consent, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware", "passive collection mechanisms" or "pcms");
- l. Improperly use support channels or complaint buttons to make false reports to THINGS TIM HOWARD COULD SAVE COM;
- m. Develop and distribute "auto" software programs, "macro" software programs or other "cheat utility" software programs or applications;
- n. Encourage any third party to: (i) directly or indirectly generate usage, queries, impressions, or clicks through any automated, deceptive, fraudulent or other invalid means; (ii) edit or modify any tag, or remove, obscure or minimize any tag in any way; or (iii) engage in any action or practice that reflects poorly on THINGS TIM

HOWARD COULD SAVE COM or otherwise disparages or devalues THINGS TIM HOWARD COULD SAVE COM's reputation or goodwill;

- o. Make representations with respect to THINGS TIM HOWARD COULD SAVE COM not approved in advance and in writing by THINGS TIM HOWARD COULD SAVE COM. You shall obtain THINGS TIM HOWARD COULD SAVE COM's prior written approval to the content of any marketing message, and with respect to any use of THINGS TIM HOWARD COULD SAVE COM's trade name and/or trademarks and/or designs in connection with the Services;
- p. Rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without THINGS TIM HOWARD COULD SAVE COM's prior written consent;
- q. Access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator without THINGS TIM HOWARD COULD SAVE COM's prior written consent;
- r. Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms;
- s. Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Services;
- t. Attempt to use the Services on or through any service that is not authorized by THINGS TIM HOWARD COULD SAVE COM. Any such use is at your own risk and may subject you to additional or different terms. THINGS TIM HOWARD COULD SAVE COM takes no responsibility for your use of the Services through any service that is not authorized by it;
- u. Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Services; and/or
- v. Interfere with the ability of others to enjoy using the Services, including disruption, overburden or aid the disruption or overburdening of the Services' servers, or take actions that interfere with or materially increase the cost to provide the Services for the enjoyment of all its users.

11. Intellectual Property Ownership

THINGS TIM HOWARD COULD SAVE COM and/or its affiliates retain all rights in the Services' materials (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) (collectively, "**Services' Materials**"). The entire contents of the Services are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Services pursuant to these Terms or otherwise exploit any of the Services' Materials without THINGS TIM HOWARD COULD SAVE COM's explicit, prior written consent. The foregoing shall not apply to your own User Content that you post through the Services in accordance with these Terms. All other uses of copyrighted or trade mark material, including any derivative use, require explicit, prior written consent from THINGS TIM HOWARD COULD SAVE COM. Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your Account as well as severe civil and criminal penalties.

THINGS TIM HOWARD COULD SAVE COM and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Services' Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Services or by accessing any of the Services' Materials, or rights to any derivative works thereof.

You are not required to provide THINGS TIM HOWARD COULD SAVE COM with any feedback or suggestions regarding the Services or any of the Services' Materials. However, should you provide THINGS TIM HOWARD COULD SAVE COM with comments or suggestions for the modification, correction, improvement or enhancement of the Services and/or any of the Services' Materials, then, subject to the terms and conditions of these Terms, you hereby grant THINGS TIM HOWARD COULD SAVE COM a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner THINGS TIM HOWARD COULD SAVE COM chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of THINGS TIM HOWARD COULD SAVE COM's and its sublicensees' products and content embodying such comments or suggestions in any manner and via any media THINGS TIM HOWARD COULD SAVE COM chooses, but without reference to the source of such comments or suggestions.

12. Disclaimer of Warranty; Limitation of Liability; Indemnification

You agree that your use of the Services shall be at your sole risk. To the fullest extent permitted by law, THINGS TIM HOWARD COULD SAVE COM, its officers, directors, employees, and agents disclaim all warranties, explicit or implied, in connection with the Services and your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness. THINGS TIM

HOWARD COULD SAVE COM makes no warranties or representations about the accuracy or completeness of the content of the Services, of the content of any sites linked to the Services, of any "Third Party Materials" (as such term is defined below) and assumes no liability or responsibility for any:

- a. Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content;
- b. Direct, indirect, special, incidental, punitive or consequential damages including without derogating personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Services;
- c. Any unauthorized access to or use of Third Party Materials, secure servers and/or any and all personal information and/or financial information stored therein;
- d. Any interruption or cessation of transmission to or from the Services;
- e. Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Services by any third party; or
- f. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the Services.

Without derogating from the abovementioned, in no event will THINGS TIM HOWARD COULD SAVE COM, its directors, officers, agents, contractors, partners, consultants and/or employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Services or other materials on, accessed through or downloaded from the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not THINGS TIM HOWARD COULD SAVE COM has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that THINGS TIM HOWARD COULD SAVE COM shall not be liable for any user submissions and/or defamatory, offensive and/or illegal conduct by any third party, and that the risk of harm or damage from and/or associated with the foregoing rests entirely with you.

You agree to indemnify and hold THINGS TIM HOWARD COULD SAVE COM, and each of its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of the following:

- a. Your use of and access to the Services;
- b. Your violation of any term of these Terms;
- c. Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- d. Any claim that any user submission made by you has caused damage to a third party; or
- e. Any User Content you post or share on or through the Services.

13. Dealings with Other Users

Your correspondence or business dealings with other users through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such other user. You agree that THINGS TIM HOWARD COULD SAVE COM will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such other users on the Services.

14. Third Party Material

You may be able to access, review, display or use third party services, resources, content, information or links to other websites or resources ("**Third Party Materials**") via the Services. You acknowledge sole responsibility for and assume any and all risks arising from your access to, use of or reliance upon any such Third Party Materials, and THINGS TIM HOWARD COULD SAVE COM disclaims any liability that you may incur arising from your access to, use of or reliance upon such Third Party Materials through the Services. You acknowledge and agree that THINGS TIM HOWARD COULD SAVE COM: (i) is not responsible for the availability, accuracy, integrity, quality or lawfulness of such Third Party Materials or the products or services on or available from such Third Party Materials; (ii) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; and (iii) does not make any promises to remove Third Party Materials from being accessed through the Services. Your ability to access or link to Third Party Materials or third party services does not imply any endorsement by THINGS TIM HOWARD COULD SAVE COM of Third Party Materials or any such third party services.

These Terms do not authorize you to, and you may not use any Third Party Materials except as expressly permitted by the owners of such Third Party Materials and such owners may have the right to seek damages against you for any unauthorized use of their Third Party Materials.

Without derogating from any of THINGS TIM HOWARD COULD SAVE COM's rights and remedies under these Terms and/or under law, THINGS TIM HOWARD COULD SAVE COM will be entitled, at its sole discretion, to immediately

discontinue the Services or any part thereof, including the termination of your Account, in the event of any alleged infringement, misappropriation or violation of any rights of any third parties in connection with the Third Party Materials.

You may not use any Third Party Materials for which you have not obtained appropriate approval to use. THINGS TIM HOWARD COULD SAVE COM cannot grant permission to use third party content.

15. Links, Search Engines

The Services may contain links to other websites or resources ("**Linked Sites**"). The Linked Sites are not under the control of THINGS TIM HOWARD COULD SAVE COM and THINGS TIM HOWARD COULD SAVE COM is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. THINGS TIM HOWARD COULD SAVE COM is not responsible for webcasting or any other form of transmission received from any Linked Site. The inclusion of any link does not imply endorsement by THINGS TIM HOWARD COULD SAVE COM of the site or any association with its operators. You acknowledge and agree that THINGS TIM HOWARD COULD SAVE COM will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

16. Notices

Notices to you may be made via the Services and/or e-mail. THINGS TIM HOWARD COULD SAVE COM may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Services. You agree that all agreements, notices, disclosures and any other communications THINGS TIM HOWARD COULD SAVE COM provide as aforementioned satisfy any legal requirement that such communications be in writing. Any and all e-mail notices sent to you will constitute sufficient and effective delivery and notice to you, whether or not you access or review the notice and shall be deemed to have been delivered to you, whether actually received by you or not.

17. General

By using or visiting the Services, you agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and THINGS TIM HOWARD COULD SAVE COM. Any claim or dispute between you and THINGS TIM HOWARD COULD SAVE COM that arises in whole or in part from your use of the Services shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel, to the exclusion of any other courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenient with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel.

THINGS TIM HOWARD COULD SAVE COM reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms regularly for any changes. Your use of the Services following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND THINGS TIM HOWARD COULD SAVE COM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

For any questions about these Terms of Use or any other issue regarding THINGS TIM HOWARD COULD SAVE COM or the Services please contact us at: info@electric-sheep.tv.

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