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2. Registration; Customer Accounts; Use of Site. Certain services offered on or through the Site require you to first open a TV4U Account. You are responsible for maintaining the confidentiality of your TV4U Account information, including your password, and for all activity that occurs under your account. You agree to notify TV4U.us immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by TV4U.us or any other user of the Site due to

someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the Site. Should you attempt to do so, assist others in making such attempts, or distributing instructions, software or tools for that purpose, then your customer Account will be terminated. You agree to provide us with accurate, current and complete information about yourself and your billing information as prompted by the registration process. You may update any of your Account information, designate a different credit card to be billed, or change the applicable expiration date on your currently designated credit card, by clicking on the TV4U Account button and selecting the appropriate link. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any of the systems or networks comprising or connected to the Site.

3. Consent To Collection, Use & Disclosure of Your Personal Information. As more fully described in our Privacy Policy, (click here to view), you must disclose certain Personally Identifiable Information to use our Site, register, and make purchases. As a condition of registering with our Site or making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Site, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases. While TV4U.us takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information. IN NO EVENT SHALL TV4U.US DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER TV4U.US WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

4. Consent To Our Communication With You By Email. By establishing a TV4U Account with us, and each time you make a purchase through our Site, you grant permission for TV4U.us to contact you at your email address. To stop receiving our marketing emails, follow the opt-out procedures set forth in such marketing emails, or send an email to us at optout@tv4u.us.

5. Conditions of Sale and Payment Terms. To purchase any goods and/or services on our Site, you must (a) be at least eighteen (18) years of age or the applicable state age of majority, (b) be a natural person (no corporations, partnerships or other legal entities), and (c) be a resident in the 50 states of the United States of America, exclusive of its commonwealths, territories and possessions ("United States"). Prior to the purchase of any goods or services on our Site via credit card, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge your card. By submitting that information to us, you hereby agree that you authorize us to charge your card at our convenience but within thirty (30) days of credit card authorization. All sales of products and services are subject to the TV4U.us Return Policies ([click here to view](#)).

6. Methods of Payment, Credit Card Terms and Taxes. All payments must be made by VISA, MasterCard, Pay Pal, or American Express. We currently do not accept cash, checks or any other payment form, although in the future we may change this policy. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Terms of Use to determine your rights and liabilities as a cardholder. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify TV4U.us of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If TV4U.us does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by TV4U.us or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. TV4U.us shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within any states or localities that it deems is required. TV4U.us currently collects sales taxes in Nevada.

7. Order Acceptance Policy. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. TV4U.us reserves the right at any time after receipt of your order to accept or decline your order for any reason. TV4U.us further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by TV4U.us upon our delivery of products or services that you have ordered. All orders placed over \$500.00 (U.S.) must obtain pre-approval with an acceptable method of payment, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order. TV4U.us is a reseller to end users and does not accept orders from resellers, exporters, wholesalers, any businesses of any kind or other customers who intend to resell.

8. Pricing Information.

a. Pricing May Differ from Retail Stores. Many titles are always ON SALE at the TV4U.us Site, and we may advertise the existing sale price to bring attention to specific product without changing the existing sale price. Sorry, TV4U.us cannot adjust an existing order for a current sale price; although TV4U.us reserves the right to determine

if sale pricing will apply and to adjust pricing.

b. No Responsibility To Sell Mispriced Products Or Services. TV4U.us shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. TV4U.us shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, TV4U.us shall immediately issue a credit to your credit card account in the amount of the charge.

c. Modifications to Prices or Billing Terms. TV4U.US RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY EMAIL DELIVERY TO YOU.

d. Price Comparisons, "List Price" and "You Save". Price comparisons may be made throughout the site to indicate the relative savings amounts of our pricing. "LIST PRICE" is the suggested retail price provided to us by our suppliers. We make no representation that a substantial number of these products have been sold or offered for sale at the list price. Actual retail prices in your area may be substantially different. Because we sell our merchandise over the internet on a national basis, it is not possible to know if our merchandise is sold at list price in any particular location or at any particular time. "YOU SAVE" reflects the difference between our price and the supplier provided list price shown on our sites. Because the list price may be different than the actual retail prices in your area, you may not actually realize a savings of this amount and may want to make an exact comparison for yourself by checking the prices of other internet or local retailers prior to making a purchase.

9. Service and Support for Goods Sold. All requests for technical service and support should be made directly to the manufacturer in accordance with their terms and conditions.

10. Indemnification. You agree to indemnify and hold harmless TV4U,Inc. and its parents, sister companies, subsidiaries, affiliates, service providers, other End Users, distributors, licensors, officers, directors and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or related to your violation of this Terms of Use, or your violation of any law, regulation or third-party right

11. Disclaimer of Warranties. THE SITE, PRODUCTS, SERVICES, CONTENT, SOFTWARE, ARTWORK, DATA, AND INFORMATION ARE PROVIDED "AS IS." ALL OF TV4U.us PHYSICAL PRODUCTS ARE GUARANTEED AGAINST MATERIAL DEFECTS FOR THIRTY (30) DAYS FROM THE DATE OF INVOICE.EXCEPT AS EXPRESSLY STATED HEREIN, TV4U.us EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO OR REFERENCED BY THE TV4U.us SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR QUALITY OF DATA AND FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, NON-INFRINGEMENT, LACK OF VIRUSES OR CORRESPONDENCE TO DESCRIPTION.

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13. Policy to Terminate Privileges for Copyright Infringement. In accordance with the Digital Millennium Copyright Act, tv4u.us has adopted the following policy toward copyright infringements on the tv4u.us Site:

"tv4u.us will block access to and/or remove any material that it believes in good faith to be copyrighted material that has been illegally copied and submitted to our site."

Procedure for Reporting Copyright Infringements:

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide tv4u.us's copyright agent a formal Notice of Copyright Infringement, as specified below. Please note that this procedure is exclusively for notifying tv4u.us and its affiliates that your copyrighted material has been infringed. A formal Notice of Copyright Infringement, containing the following information, should be submitted to the Designated Copyright Infringement Agent:

Identification of what is being infringed

Where the infringements are located

Who is complaining

How he or she may be contacted

A statement of good faith belief that the material is infringing

A statement made under threat of perjury that the information provided is accurate and the complaint is authorized by the copyright holder

Send the Notice of Copyright Infringement to the following Designated Copyright Infringement Agent for TV4U.US:

Copyright Agent of TV4U.US

Tv4U, Inc.,

701 N. Green Valley Parkway Suite 115

Henderson, NV 89074

Attn: Director of CRM

Fax (702) 360-9996

Or via email to: copyright@tv4u.us

Once this information is received, the following action will be taken:

The potential infringing material or site will be immediately reviewed.

If infringement is confirmed, the item will be immediately removed.

If infringement is deemed not to have occurred, or if further information is needed to make a determination, you will immediately be notified of the situation.

If this counternotice is received by the TV4U.US Copyright Agent, a copy of the counternotice will be sent to the original complaining party.

The user's material and access will be restored unless the TV4U.US Copyright Agent is informed that a lawsuit has been filed over the infringing material.

14. Waiver; Severability; Successor and Assigns; Entire Agreement; Limitation on Claims. No delay or failure to take action under this Terms of Use shall constitute any waiver by TV4U.US of any provision of this Terms of Use. If any provision of this Terms of Use is invalid or unenforceable under applicable law, it is, to that extent, deemed enforceable to the fullest extent possible (and severable in the event such provision is completely unenforceable) and the remaining provisions of this Terms of Use will continue in full force and effect. This Terms of Use will bind and inure to the benefit of TV4U.US's permitted successors and assigns. This Terms of Use is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Terms of Use shall be null and void. TV4U.US may freely assign this Terms of Use without consent or notice. This Terms of Use (including all documents expressly incorporated herein by reference, including but not limited, to the Privacy Policy) constitutes the complete and exclusive agreement between TV4U.US and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises.

15. Applicable Law. By visiting TV4U.US, you agree that the laws of the state of Nevada, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and TV4U.US or its affiliates.

16. Arbitration; Jurisdiction. Any controversy or claim arising out of or relating to this Terms of Use (including any breach thereof), the TV4U.US Site, any Content or any item purchased from the TV4U.US Site shall be settled by confidential arbitration in Henderson, Nevada administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary

Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude TV4U.US from seeking any injunctive relief in State or Federal courts located in Las Vegas, Nevada for protection of TV4U,US's or TV4U.US licensor's intellectual property rights, and you consent to exclusive jurisdiction and venue in such courts and waive any objection to the laying of venue of any such litigation in the Nevada courts and agree not to plead or claim in any Nevada court that such litigation brought therein has been brought in an inconvenient forum.

17. Acknowledgement The Terms of Use, including all documents referenced herein, represents the entire understanding between the End User and TV4U.US regarding End User's relationship with TV4U.US and supersedes any prior statements or representations. When using the TV4U.US Site or making a purchase there from, END USER AGREES TO BE BOUND BY THESE TERMS OF USE.

18. Modification TV4U.US reserves the right to make changes to the Site, posted policies and these Terms of Use at any time without notice. These Terms of Use were last revised on September 15,2006.