

## **ONTHEBOARDS.TV TERMS AND CONDITIONS**

Please read carefully the following terms & conditions (“these Terms”) which apply to OntheBoards.tv (“OtB.tv”) Service (“the Service”). By using and/or visiting the OtB.tv website(collectively, including but not limited to all Content, Downloads & Purchases made from the Service) you agree to the terms and conditions contained herein and the terms and conditions of On the Boards’ privacy policy incorporated herein, and all future amendments and modifications. The Terms are subject to change by OtB.tv at any time in its sole discretion and you agree be bound by all modifications, changes and/or revisions. If you do not agree with these Terms, do not use the Service. We may amend these Terms at any time, and your use of OtB.tv constitutes acceptance of these Terms stated and in effect at the time of each use.

### **1. INFORMATION ABOUT OntheBoards.tv**

- 1.1. OntheBoards.tv is a website operated by On the Boards and is affiliated with OntheBoards.org. The terms and conditions of OtB.tv are to be read in conjunction with the terms and conditions of OntheBoards.org.
- 1.2. On the Boards is incorporated in Washington with registration number 600421230 whose office is registered at 100 West Roy, Seattle, WA 98109.

### **2. PROPRIETARY RIGHTS & RESTRICTIONS ON USE**

- 2.1. The contents of the ontheboards.tv website, which include, without limitation, text, sound, graphics, music, data, images, software, and website appearances and design (“Contents”), are the property of On the Boards and are protected by copyrights, trademarks, service marks, trade names, trade dress, patents and other proprietary rights and laws. These works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 2.2. The Contents are available for your own personal use, for non-commercial and educational purposes only. Such use is subject to additional restrictions or laws that govern individual files or programs. If you are permitted to use any part of the Contents, you must cite the author and source of the Contents along with OntheBoards.tv each time you do so. Except as set forth herein, you may not copy, publish, reproduce, transmit, frame, hyperlink, upload, post or distribute in any way, or create derivative works from the Contents, in any form or in any medium. Modification of any of the Contents, use of any of the Contents for any other purpose, or use of any of the Contents on any other website or networked computer environment is prohibited and is a violation of OtB.tv & On the Boards’ proprietary rights.
- 2.3. You acknowledge that no intellectual property rights are intended to, nor shall they be deemed to, transfer to any person who accesses the site and its Contents, in any way, including (but not limited to) by assignment, implied assignment, license or implied license, either by application of these Terms or by use of the Contents in any other way, whether authorized or not by these Terms.
- 2.4. Some of the Content on OtB.tv belong to third-party affiliates of OtB.tv. This content, including but not limited to, performances, guest performers, performances at third-party venues, is the subject to the Terms and Conditions of use of the affiliate and to the proprietary rights and restrictions in these Terms.

- 2.5. OtB.tv may, at its own discretion and without giving notice, remove or suspend any part of the Service and any of its Contents. In no event will OtB.tv be liable for any loss or damage arising as a result of modifications made to the Service

### **3. SYSTEM REQUIREMENTS**

- 3.1. Use of OtB.tv requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of ontheboards.tv involves hardware, software, and Internet access with sufficient bandwidth, your ability to use it may be affected by the performance of these factors. High speed Internet access is required. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility, and that OtB.tv is not responsible or liable if you fail to have appropriate electronic equipment to play the Content.
- 3.2. Certain Content on OtB.tv may not be accessible in high-definition (HD). Otb.tv does not provide the user with HD capabilities. By using this site, you acknowledge that you have equipment capable of playing HD Content.

### **4. SUBSCRIPTION & PAYMENT TERMS**

- 4.1. OtB.tv provides different types of subscriptions, including, but not limited to: (1) yearly (12-month) subscription for unlimited rentals; (2) yearly (12-month) subscription for unlimited downloads and streaming; and (3) subscription for educational institutions.
- 4.2. To subscribe to the Content on this Service, you must first complete the registration process on the Service. If you register with the Service on behalf of another individual, firm, company or other person, you must ensure that the other person is aware of and agrees to these Terms, and you warrant that you have done so and are authorized to bind that other person.
- 4.3. When you register as a subscriber to OtB.tv, you will create a unique user name and password. You are responsible for maintain the confidentiality of them and will be responsible for all activities that occur under your username and password. Please notify us immediately if you suspect unauthorized use or a breach of security of your username and/or password or otherwise with respect to the websites at [website@ontheboards.org](mailto:website@ontheboards.org)
- 4.4. OtB.tv has the right to disable any password if at any time in OtB.tv's opinion you have failed to comply with any of the provision of these Terms.
- 4.5. Payment of your subscription to OtB.tv can be made via your PayPal, with account funds or a credit card. Your subscription to OtB.tv begins on the day of your subscription purchase via transfer of funds via PayPal, and will expire exactly one year (12-months) from this date at 12:01am on the day following the last day of your subscription period.
- 4.6. You agree to pay for all Products you purchase or rent (as applicable) through OtB.tv, and that OtB.tv may charge your credit card or PayPal account for any Products purchased or rented, and for any additional amounts (including taxes) as may be accrued by or in connection with your Subscription. All fees will be billed to the credit card, or PayPal account, you designate during the registration process. If you want to designate a different credit card or if there is a change in your credit card or PayPal account status, you are responsible for changing that information.

- 4.7. Early Termination: Subscription prices are based on your commitment to subscribe for the selected period of time. You will not receive any refund if you terminate your subscription prior to expiration date.
- 4.8. Rental Terms: If you chose a rental subscription from OtB.tv, you have forty-eight (48) hours to view or watch the Content. Stopping, pausing, or restarting a performance does not extend the available time for viewing.
- 4.9. Educational Institutional Rates: Please contact on the Boards at (206) 217-9886 or [website@ontheboards.org](mailto:website@ontheboards.org) for Institutional subscription rates and terms. The terms of an Educational Institution subscription may differ from those listed in these Terms.

## **5. REFUND POLICY**

- 5.1. All sales are final and all charges from those sales are non-refundable.
- 5.2. While OtB.tv will send you an email notification of your subscription purchase, OtB.tv cannot guarantee that the notification will be received by you, or that it will be legible and uncorrupted.
- 5.3. You may observe and comply with all applicable laws with you purchase any Content from the Service

## **6. LINKS TO THIRD PARTY WEBSITES**

- 6.1. The Service may include links to third party websites that are controlled and maintained by others. Any link is not an endorsement of such websites and you acknowledge and agree that OtB.tv is not responsible for the content of availability of any such sites.

## **7. SERVICE ACCESS**

- 7.1. While OtB.tv tries to ensure that the Service is available 24 hours a day, we cannot be held responsible for any reason if the Service is unavailable at any time or for any period.
- 7.2. Access to the Service may be suspended temporarily and without notice in the case of a system failure, maintenance, repair, or for reasons beyond our control, including, but not limited to, failure of your internet high-speed provider.
- 7.3. We do not guarantee that the Service will be compatible with your computer. While we try to provide the Service using all reasonable care, we cannot be held responsible for any corruption or loss of data held on your computer, or any damage caused to your computer resulting from the use of the Service.

## **8. ACCESS AND AGE RESTRICTION**

- 8.1. OtB.tv may contain strong adult content, including, but not limited to, nudity, strong language, violence, and graphic sexual depictions. In order to use this website, you affirm that you are at least eighteen (18) year of age and/or over the age of majority in the jurisdiction you reside and from which you access the website where the age of majority is greater than eighteen (18) years of age. If you are under the age of 18 and/or under the age of majority in the jurisdiction you reside and from which you access the website, then you are not permitted to use the website.

## **9. PRIVACY**

- 9.1. Registration data and certain other demographic information about you are subject to our privacy policy. Please see our Privacy Policy which is incorporated in full herein by reference and made a part thereof.

## **10. DISCLAIMERS**

- 10.1. THE CONTENTS AND THE SERVICE ARE PROVIDED WITHOUT WARRANTY THAT THEY WILL MEET YOUR REQUIREMENTS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. THERE IS NO WARRANTY OF ANY KIND AS TO THE RESULTS OBTAINED, OR THE ACCURACY OR RELIABILITY, VALIDITY OR COMPLETENESS OF ANY INFORMATION OBTAINED. ANY DOWNLOADING OF ANY CONTENTS IS AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA WHICH MAY RESULT FROM SUCH DOWNLOAD. OtB.tv IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, OtB.tv DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT SERVICE OR SERVER THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL OR DESTRUCTIVE CONTENTS. NOR DO WE WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENTS IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU, AND NOT OtB.tv ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SUCH EXCLUSION MAY NOT APPLY TO YOU.

## **11. LIMITATION OF LIABILITY**

- 11.1. YOU EXPRESSLY AGREE THAT NEITHER OtB.tv SHALL BE LIABLE UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, FOR ANY LOSS OR DAMAGE WHATSOEVER, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, ACTUAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION, ARISING OUT OF THE USE OR INABILITY TO USE OtB.tv OR THE CONTENTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. BY USING OtB.tv, YOU WAIVE ANY CLAIMS YOU MAY HAVE AGAINST OtB.tv WHICH MAY RESULT FROM YOUR USE OR INABILITY TO USE THE SITES. IF YOU ARE DISSATISFIED WITH THIS SERVICE OR ITS CONTENTS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. IN NO EVENT SHALL OtB.TV TOTAL

LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR ACCESSING THE SERVICE.

## **12. INDEMNIFICATION**

- 12.1. You agree, at your sole cost and expense, to indemnify, defend, and hold harmless OtB.tv jointly and severally, and its officers, directors, employees, agents, affiliates and subsidiaries, from and against any and all claims, demands, judgments, losses, deficiencies, damages, liabilities, costs and expenses (including attorneys' fees, costs of settlement, and costs of litigation or mediation) incurred in connection with, or arising out of, your violation or alleged violation of these Terms or the law of any jurisdiction or in connection with your use or inability to use the Service or any product or service related thereto.

## **13. CLAIMS, QUESTIONS, AND CONCERNS**

- 13.1. All questions, concerns, claims and comments should be directed towards OtB.tv. OtB.tv will make all reasonable efforts to resolve your claim or dispute

## **14. OTHER**

- 14.1. These Terms, and all relations between you and OtB.tv, shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflict of law provisions. You agree that any controversy, claim or action at law or equity arising out of or relating to these Terms and Conditions or your use of OtB.tv or any of Contents shall be resolved only in a state or federal court in King County, Washington, and you hereby consent and submit to the personal jurisdiction, venue, and forum exclusivity of such courts.
- 14.2. If any provision of these Terms shall be unlawful, void, or for any other reason unenforceable, then that provision is and shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- 14.3. You agree that regardless of any law or statute to the contrary, any cause of action arising out of or relating to OtB.tv must be filed within one (1) year of the date the controversy arose or be barred forever.
- 14.4. Any complaints, questions or concerns should be directed to On the Boards at [website@ontheboards.org](mailto:website@ontheboards.org), or (206) 217-9886.