

These Service Specific Terms and Conditions together with the General Terms and Conditions apply when We provide to You television services including, but not limited to, mobile television services and digital television services. You are deemed to have accepted these Service Specific Terms and Conditions and the General Terms and Conditions when You sign the Service Application Form.

1. **DEFINITIONS**

1.1 In these Service Specific Terms and Conditions:

“Country” means Jamaica

“CPE” means Your customer premises equipment located at the service address and includes television sets, computers, other viewing devices, internal wiring, plugs and jacks.

“Equipment” includes (without limitation) the set top box provided by Us to You for use with the Service, along with any software contained in or downloaded to the set top box as part of the Service, as well as any remote controls or other devices or components provided by Us to You for use with the Service; and also includes any router provided by Us to You (“Router”).

“LIME TV” means the television service provided by Us in the Country that allows You to receive and watch a selection of television channels and Programming at Your premises, once You have subscribed to the LIME TV service, and it includes cable TV and digital TV (where applicable).

“Mobile TV” means the service provided by Us in the Country that allows You to watch a selection of television Programming via the Mobile TV application on Your mobile device, once You have subscribed to LIME’s Mobile TV service.

“network demarcation point” means the point at the service address at which Our network ends and Your internal wiring begins.

“NID” means the network interface device installed by Us at the service address showing the termination of Our network to which Your internal wiring is connected that is to say the network demarcation point.

“ONT” means a device called an optical network terminal that converts an optical signal into an electrical signal. The ONT is installed at the service address showing the termination of Our network to which Your inside wiring is connected that is to say the network demarcation point.

“Programming” means content provided by Us or Our third-party licensors, providers or suppliers and provided as part of and included with the Service, including (without limitation) images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered.

“Service” means the television service We provide to You as per the terms and conditions contained herein, including (without limitation) all Programming, Equipment, media or program guide, software, technical support, and other features, products and services provided as part of and included with Our television service. The Service includes the LIME TV and Mobile TV services, as specified herein.

“Terminating Device” means either a NID or ONT.

- 1.2 Reference should be made to the General Terms and Conditions for any definitions which are not specifically included in these Service Specific Terms and Conditions.

2. BILLING/ PAYMENT

- 2.1 By using the Service, You agree to have all service charges included on Your phone bill. If You subscribe to a bundled services plan, then all of the bundled services will be billed on Your phone bill.
- 2.2 Third Party Charges. You acknowledge and agree that You may incur charges with third parties that are separate and apart from Our charges for the Service. These may include charges resulting from accessing on-line services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, You are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

3. SERVICE AVAILABILITY AND ACCESS/COVERAGE

- 3.1 Service availability and reception, coverage and access may be impacted by transmission limitations, terrain, weather, capacity constraints, and the type of technology used in specific locations to provide the Service. As a result, you may not have access to the Service. For the avoidance of doubt, ability to view programmes and availability of downloadable or streaming content may be subject to change.
- 3.2 We do not guarantee the provision or continuing provision of any Programming or television program lineup. Subject to applicable law, including any broadcasting regulations or license requirements, We reserve the right to change, re-arrange, add, delete or otherwise modify the Service at any time, with or without prior notice to You, including changing, rearranging or otherwise modifying Our Programming packages, the selections available in those packages, the Equipment, and any other features, products and services that We offer, including but not limited to television channels and radio stations. Delays, omissions or blackouts may also occur. We do not give any indemnity nor shall We bear any liability in that regard.
- 3.3 We are not responsible for your inability to access the Service in any circumstances, nor for loss of service due to the following: (i) customer error, abuse, disconnection, misuse, unauthorized programming; (ii) problems with equipment not provided by Us; (c) network problems experienced by network providers or Internet infrastructure problems not controlled by Us.

4. CONTENT

- 4.1 You understand and agree that not all Programming may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children/ minors. You also acknowledge that certain content available via the Service may be unreliable or inaccurate, or offensive, indecent or objectionable. You are solely responsible for evaluating any such content viewed or accessed by You or anyone at Your premises/ the service address or on Your device. You understand and agree that it is Your responsibility to impose any viewing restrictions You determine are appropriate to limit viewing and access to potentially objectionable material, and You agree to supervise usage of the Service at Your premises/ the service address and on Your device. In particular, We strongly recommend and ask that You monitor content viewed or accessed by children/ minors. Where available, or if required by a

competent regulatory authority, We will endeavour to make parental controls available with the Service. We will also use commercially reasonable efforts to ensure that Our content providers provide motion picture and program ratings in respect of all Programming.

- 4.2 Specific content provided by Our suppliers or content providers is subject to modification, cancellation or termination at any time without notice to You and You will not receive a refund in respect of any such modification or cancellation of content.
- 4.3 You are bound by the policies regarding intellectual property, privacy and other policies or terms of use stipulated by Us and Our content or service providers. It is Your responsibility to read, ensure You understand and become familiar with those policies and terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability or fitness for a particular purpose of any information provided or item, material, product or service purchased via the Service is not guaranteed or warranted by Us or any content provider or other third party. We shall not be liable to You or any other person for any loss or injury arising out of or caused, in whole or in part, by Your use of any information or content, or any product or service acquired through the Service.
- 4.4 You agree that We are not responsible to You or anyone else viewing Programming or information provided on, or accessed through, the Service for any content that You or others may deem to be objectionable for any reason and You waive any claims against Us for any injury or harm relating to such content or the viewing of Programming. In addition, You agree that You are solely responsible for any purchases or other transactions made through, using, or in connection with the Service.

5. PROHIBITED AND PERMISSIBLE USES

- 5.1 Subject to the limitations stated elsewhere in this Agreement, We hereby grant You a revocable, nonexclusive, nontransferable, non-assignable, non-sublicenseable license to display the content and Programming delivered as part of the Services at the service address and/or on Your mobile device (as the case may be). You understand that the content provided with the Service is subject to certain licensing and copyright agreements, as well as other restrictions, as outlined in this Agreement.
- 5.2 We and Our licensors retain worldwide exclusive ownership of all proprietary rights, including (but not limited to) all copyright, trademark, trade secret, patent and other intellectual property rights in and to the Service. No implied licenses are granted.
- 5.3 You agree to comply with the rules of any licenses or distribution agreements entered into between Us and third parties for the provision of the Services, including (without limitation) rules with respect to restrictions and prohibitions on taping, interruption of service, use of trademarks, blackouts and displays in public areas, bars, lounges, etc.
- 5.4 You shall not use the Service other than for its intended use and as governed by these terms and conditions and applicable law, or assist any one else to do so. The Service is for individual, private, personal, non-commercial use and enjoyment within the Country; and is not for resale or distribution under any circumstances. Unless otherwise specifically authorized by Us in writing, the Programming distributed via the Service shall not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You shall not rebroadcast or transmit the Programming or charge admission for its viewing; and, where You subscribe to the LIME TV service, the Programming shall never be transmitted to a location off of the service address. We may, at our discretion, monitor Your use of the Service, at any time, for compliance with Our terms, conditions or

usage policies (or any related purposes). You shall not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment.

- 5.5 Without limitation, the following uses of the Service are expressly prohibited: (i) any activity that adversely affects the Service, Our television system, or the ability of other people to use or enjoy the Service; (ii) accessing, or attempting to access, without authority, the accounts of others, or penetrating, or attempting to penetrate, security measures of Our television system; (iii) splitting or redirecting television signals for viewing at locations and on devices not agreed to with Us; (iv) knowingly accessing Services that You have not paid for, or using third party equipment in order to obtain Services that You have not paid for. We reserve the right, without notice to anyone, to (i) deny, disconnect, modify and/or terminate the Service of anyone We believe is using the Service in any prohibited manner or whose usage adversely impacts Our television system, Our business or Our service levels and (ii) otherwise protect Our television system from harm, compromised capacity, degradation in performance, illegal or unauthorised activity.
- 5.6 You agree not to use the Service, directly or indirectly, for any unlawful purpose, including (without limitation) violation of relevant copyright laws through the use, production, taping, copying, alteration, falsification, misrepresentation, modification, reproduction, recording, rebroadcast, redistribution, storage, republishing, uploading, posting, transmission or transfer of any content or Programming distributed as part of the Service or recorded utilizing equipment containing digital video recording devices. You also agree that Your use of the Service is Your sole responsibility and subject to all applicable laws and regulations. We, in Our sole discretion, or any Programming content or service provider, may prosecute You and other responsible parties in the event that the Service is used for any unlawful purpose. In accordance with Clause 6.7 below, You agree to indemnify Us in the event of any such violation by You or anyone using the Service at Your premises and/or on Your mobile device (as the case may be).

6. WARRANTIES AND LIABILITY

- 6.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." The Service may be interrupted from time to time for a variety of reasons, and We do not represent or warrant that the Service or any Equipment will be available or perform in a manner that meets Your needs. We will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout or interruption of the Service, directly or indirectly caused by or resulting from any circumstances, including (without limitation) any circumstance beyond Our reasonable control, including, but not limited to, causes attributable to You or Your property, inability to obtain access to the service address (where You subscribe to LIME TV), failure of a communications satellite or Our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service.
- 6.2 We are not responsible for the content of any material made available and/or accessible by use of the Service. We are also not responsible for the content, products, materials, or practices of any third-party.
- 6.3 We are not liable in any way for any activities You perform, in particular but not limited to any acts which under the laws of any territory infringe any third party's intellectual property rights or other proprietary rights, or infringe obscenity laws or are illegal in any other way.

- 6.4 We do not undertake to provide any services other than the television service provided to You hereunder.
- 6.5 We are not responsible in any way for errors, bugs or viruses present in or arising from Your use of the Service that are not directly caused by or attributable to Us.
- 6.6 You acknowledge that by You entering into any contract or other obligation with any third party through the Service We will neither become a party to such arrangements nor assume any liability thereunder.
- 6.7 You agree to defend, indemnify and hold Us harmless from and against all liabilities, costs and expenses (including reasonable attorneys' and experts' fees) in relation to all claims related to or arising from Your use of the Service (or the use of Your Service by anyone else) or brought by any third party located in any territory alleging that any such use of the Service or any activity relating to use of the Service constitutes an unlawful act or in any way breaches these terms and conditions or this Agreement, or in any way infringes upon the copyrights or other intellectual property or proprietary rights of any person, or in any manner harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property. You agree to provide Us with all reasonable assistance in defending such claims at Your sole expense. You further agree to pay all costs, damages, awards and professional fees of any kind incurred in relation to any claims made against Us relating to Your use of the Service.
- 6.8 All limitations and disclaimers stated in this Agreement also apply to Our third-party licensors, providers and Suppliers in respect of the Service.
7. **PLEASE NOTE:** BY USING THE SERVICE, YOU AGREE THAT WE MAY COLLECT AND TRANSMIT INFORMATION ABOUT YOUR USE OF THE SERVICE. This information may include (without limitation) the following: (i) activation, deactivation and subscription changes; (ii) date, time, duration and content viewed; (iii) viewing presentation events such as changes to screen modes and interruption due to calls, on Your Mobile TV Service; and (iv) other service impacting events like delivery failures and system initiated transactions. The information will be used for billing, maintenance, troubleshooting, and similar service related purposes. The information will also be used to report viewing habits, in an aggregated, non-personally identifiable manner, to content providers and advertisers. The information may also be shared with Our vendors and suppliers.
8. **WHERE YOU SUBSCRIBE TO THE MOBILE TV SERVICE**
- In addition to Clauses 1 to 7 above, the provisions in this Clause 8 shall apply where You subscribe to Our Mobile TV service. You should also refer to the Terms and Conditions for Mobile Services for additional terms and conditions governing Your use of LIME's mobile services which are hereby incorporated by reference. In the event of any conflict between the two sets of terms and conditions, these Service Specific Terms and Conditions shall prevail in respect of Our provision of Mobile TV services.
- 8.1 **Using the Mobile TV Service**

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8.1.1 To use the Mobile TV service:

(i) You must be the account holder.

(ii) Your mobile device must be dvb-h compatible, or compatible with such other transmission standards or methods designated by LIME from time to time.

(iii) You must be eighteen (18) years or older and resident in the Country;

(iv) You must download or have installed the LIME Mobile TV application to Your mobile device;
and

(v) You must subscribe to the Mobile TV service for the minimum term stipulated on the Service Application Form.

8.1.2 You can only use the Mobile TV service on one mobile device per subscription.

8.1.3 Mobile TV content is provided for non-commercial use in the Country only and You will not be able to transfer content to a second mobile device, or to any other device except as otherwise expressly permitted by Us in writing.

8.1.4 You must not block, disable or otherwise affect any advertising, advertisement banner window, links to other sites and services, or other features that constitute part of the Mobile TV Service.

8.1.5 You must not use the Mobile TV Service in any situation that may endanger You or any third party, including while driving or engaging in any other activity that requires Your full attention.

8.2 **Mobile TV Signals.** Signals may be unavailable due to topography, weather conditions or being outside of the designated coverage areas. Mobile TV Service is not available in all areas where You receive general mobile voice or data coverage. Please visit Our retail stores or go to www.time4lime.com for Mobile TV coverage areas, and rates.

8.3 **Additional Charges.** Data and voice charges will apply to interactive capabilities, such as touch for SMS, touch to WEB and touch to Call, that display and are acted upon in the Mobile TV application.

9. WHERE YOU SUBSCRIBE TO LIME TV SERVICE

In addition to Clauses 1 to 7 above, the provisions in this Clause 9 and in Clause 10 below shall apply where You subscribe to the LIME TV service.

9.1 **Terminating Device and Equipment**

9.1.1 Where necessary, We will install the Terminating Device to signify the network demarcation point at the service address. We may also install a UPS at the service address.

9.1.2 The Terminating Device and the UPS are owned by Us and will be maintained by Us as part of Our network. We reserve the right to install the Terminating Device and UPS where We reasonably see fit.

9.1.3 You are only permitted to have access to the customer side of the Terminating Device to:

- (i) conduct self-testing as part of a fault resolution procedure in accordance with any instructions which may be issued by Us from time to time; and
 - (ii) allow a technician certified in accordance with the certification standards in force from time to time issued by the responsible Minister or other competent regulatory authority to connect the internal wiring at the service address to the Terminating Device.
- 9.1.4 At Your own cost, You will supply suitable facilities necessary for Our Equipment to be installed and operated, including a suitable environment, as prescribed by Us.
- 9.1.5 We may modify or substitute the Terminating Device from time to time.
- 9.1.6 You must:
- (i) keep the Terminating Device and/or UPS safe, and use such in accordance with the manufacturer's instructions and any instructions issued by Us from time to time;
 - (ii) not sell, lend, dispose, disconnect, remove or damage the Terminating Device and/or the UPS;
 - (iii) make the Terminating Device and/or UPS available for collection by Us if the Service is terminated;
 - (iv) not tamper with or replace the batteries inside the UPS; and
 - (v) not attach or affix to any pole, line or other facilities owned by Us any electrical, mechanical equipment or object or device whatsoever.
- 9.1.7 Except where You have expressly purchased such equipment, ownership of all equipment provided by Us to You remains at all times Our sole property. You may not sell, lend, dispose of, sub-let or part with possession of, disconnect, remove or damage any such equipment nor allow any lien or encumbrance to be created over said equipment.
- 9.1.8 Where We sell or rent You any equipment for use with the Service, this will be governed by the provisions of the existing terms and conditions of sale and rental of equipment, insofar as they do not conflict with the provisions of these Service Specific Terms and Conditions.
- 9.1.9 You acknowledge and agree that at all times ownership of the Equipment shall remain with Us and that this Agreement allows You to use Equipment only in connection with Your receipt and use of the Service. We may, at Our option, supply new or reconditioned Equipment to You. We will repair and maintain the Equipment owned by Us at Our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case You will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that the Equipment will not be serviced by anyone other than Our employees or Our designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that You will not copy, modify, reverse compile or reverse engineer any Equipment, software or firmware provided by Us in connection with the Service. Upon termination of the Service or if the occupancy or ownership of the service address changes, You are responsible for returning the Equipment to Us in an undamaged condition,

subject only to reasonable wear and tear. Failure to return any Equipment owned by Us, or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee/ charge (which may be substantial).

- 9.1.10 In the event that any equipment owned by Us (including the Equipment) is stolen, You are required to provide Us with a copy of the police report to verify that the equipment was reported stolen. The police report must be received at Our principal office within five (5) days of the alleged theft. If no report is produced, then You will be held financially responsible for the stolen equipment.

9.2 Additional Obligations

9.2.1 In addition to all other obligations outlined in this Agreement, You are responsible for:

- (i) providing the CPE which will be used to connect to the customer side of the Terminating Device in order to facilitate use of the Service at the service address;
- (ii) repairing and maintenance of the CPE;
- (iii) servicing and repair of the customer access side of the Terminating Device, if any;
- (iv) securing the customer access side of the Terminating Device, if any, to ensure that it is protected from tampering, fraud or unauthorized use.
- (v) any unauthorized access to and use of the customer side of the Terminating Device.

9.2.2 Throughout the term of this Agreement You shall:

- (i) comply with all statutory requirements in relation to the use of the Service;
- (ii) use any equipment provided by Us for use with the Service in accordance with any user guide or other reasonable instructions of the manufacturers and/or suppliers of the same or any reasonable instructions issued by Us to You;
- (iii) ensure that any equipment provided by Us for use with the Service is used exclusively with the Service in the Country;

a)

- i. (iv) not export or arrange or assist any other person or persons to export any equipment provided by Us for use with the Service or unlock any such equipment; and

b)

- (v) not remove, conceal or reposition any copyright notice or other notice or legal disclaimer affixed to any equipment, item or materials provided by Us.

9.3 Service Availability and Access/Coverage

9.3.1 We have the right to refuse service and to refund any payment made by You in respect of the Service, and terminate this Agreement if, in Our opinion, it is not practical to provide the Service at the service address. (Also see Clause 9.3.4 below in that regard.)

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- 9.3.2 We have the right to immediately disconnect any set top box if it is found to be working on any service line other than that of the customer to which the box has been assigned.
- 9.3.3 We do not guarantee that the Service will work correctly if You use equipment to access the Service other than the Equipment provided by Us. We have no responsibility for the operation or support, maintenance or repair of any equipment, software or services that You choose to use in connection with the Service or with the Equipment provided by Us. We assume no responsibility for the operation and/or quality of the Service if equipment other than the Equipment We provide to You is used to access the Service.
- 9.3.4 We do not warrant or guarantee that Service can be provisioned to Your service address, or that provisioning will occur according to a specified schedule, even if We have accepted Your order for service. The provisioning of Service is subject to, among other factors, network availability and the condition of wiring inside the service address. In the event Your line is not provisioned for any reason, neither We nor You shall have any duties or obligations under this Agreement (other than Your obligation to return any equipment provided by Us).

10. ADDITIONAL TERMS FOR USE OF SOFTWARE PROVIDED WITH LIME TV SERVICES

We may provide You, for a fee or at no charge, plug-in video player software, or other software, for use with or in connection with the LIME TV service (the "Software"), owned by Us or Our third-party licensors, providers or suppliers (collectively referred to in this Clause 10 as "Licensor"). Where We provide Software the following additional terms and conditions shall apply.

- 10.1 **License Grant.** Subject to the terms of this Agreement, Licensor hereby grants You a limited, personal, non-sublicensable, non-transferable nonexclusive license (the "License") to use the Software, in object code form only, and only for Your personal, non-commercial use and only in accordance with any documentation that accompanies it (if any). You shall use the Software only in connection with the LIME TV service and for no other purpose.
- 10.2 **License Restrictions.** Except as expressly and unambiguously permitted by this Agreement, You shall not, nor permit anyone else to, directly or indirectly: (i) copy, modify or distribute the Software; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited); (iii) rent, lease or use the Software for timesharing or service bureau purposes, or otherwise use the Software for the benefit of any third party; or (iv) use the Software for commercial purposes. You shall maintain and not remove or obscure any proprietary (including, copyright) notices on the Software. As between the parties, title, ownership rights and intellectual property rights in and to the Software, and any copies, portions or derivatives thereof, shall remain in Licensor and its suppliers. The Software is protected by the copyright laws of the United States and international copyright treaties. You acknowledge that the Software is licensed, not sold, to You. This License does not give You any rights not expressly granted herein.
- 10.3 **Support and Upgrades; Tracking.** This License does not entitle You to any support, upgrades, patches, enhancements or fixes for the Software ("Updates"). However We, as well as Our licensors, providers and suppliers, reserve the right, in Our sole discretion, to periodically update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on Your computer or the Equipment, and such Updates shall be deemed "Software" for the purposes hereof. In addition, such Updates may be installed without further notice to You, and You hereby agree to permit such changes and access to Your computer and the Equipment and hereby consent to receive

(and have automatically installed) such Updates. You also acknowledge that the Software contains features that allow Licensor to remotely and automatically identify, track and analyze certain aspects of the use and performance of Software, content viewed through the Software and/or the systems on which the Software is installed (and You consent to the foregoing).

- 10.4 **Fees.** Where the Software is provided without charge, You acknowledge that Licensor may, in the future, charge fees in connection with future Software offerings and/or related services.
- 10.5 **Warranty Disclaimer.** THE SOFTWARE IS PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, ANY CONTENT (E.G. VIDEOS) AVAILABLE THROUGH USE OF THE SOFTWARE, AND OTHERWISE WITH RESPECT TO THIS LICENSE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE AND NON-INFRINGEMENT, WHETHER SUCH WARRANTIES OR CONDITIONS MAY BE IMPLIED BY STATUTE, CUSTOM, COURSE OF DEALING BETWEEN THE PARTIES, TRADE USAGE OR COMMON LAW. LICENSOR MAKES NO WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. THIS DISCLAIMER OF WARRANTIES AND CONDITIONS CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. YOU ACKNOWLEDGE THAT LICENSOR HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING, ANY CONTENT AVAILABLE THROUGH USE OF THE SOFTWARE. YOU HEREBY RELEASE LICENSOR FROM ALL LIABILITY FOR YOUR HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH USE OF THE SOFTWARE. YOU ACKNOWLEDGE THAT THE SOFTWARE MAY PROVIDE YOU WITH ACCESS TO CONTENT THAT SOME PEOPLE MAY FIND OFFENSIVE OR INAPPROPRIATE. LICENSOR WILL NOT BE RESPONSIBLE OR LIABLE FOR THE LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH USE OF THE SOFTWARE. SOME STATES OR JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY OR CONDITIONS LIMITATIONS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.
- 10.6 **Term and Termination.** This License shall continue until terminated as set forth in this section. You may terminate the License granted herein at any time by destroying or removing from all computers, hard drives, networks and other storage media all copies of the Software. Licensor may terminate this License immediately upon notice if You violate any provisions of this Agreement. Upon receiving notice of termination from Licensor, You must cease all use of the Software and immediately destroy or remove from such storage media, or any other device not returned to Us, all copies of the Software. Any termination of this Agreement shall also terminate the licenses granted hereunder.
- 10.7 **Privacy.** Where the Software is provided by a third party, use of personal information gathered during, or by, Your use of the Software may be governed by that party's privacy policy. We will notify You of the third party's website where the privacy policy can be found. The privacy policy will also be made available via Our website. By using the Software, You signify Your agreement to the policies and practices set forth in such privacy policy. If You do not agree to the privacy policy, do not use said Software. The owner and/or licensor of the Software reserves the right, at its discretion, to change, modify, add or remove portions of the privacy policy at any time; and changes shall be posted on its website and made available via Our website. Your continued use of the Software following the posting of changes to the privacy policy will mean You accept those changes. Where one exists, *LICENSOR STRONGLY URGES YOU TO REVIEW THE PRIVACY POLICY CAREFULLY.*
- 10.8 **Miscellaneous.** This License is personal to You and may not be assigned or transferred for any reason whatsoever without Licensor's consent, and any action or conduct in violation of the foregoing shall be void and without effect.