

## **TERMS OF USE**

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### **Introduction**

Welcome to Nv Media. This Site is owned and operated by NV Media, LLC (“Nv Media,” “we,” or “us”). These Terms of Use (“Terms”) govern your use of our Site,, hereafter referred to as “the Site”. These Terms include information about usage, licensing, and intellectual property. Please read these Terms carefully. By using the Site, you consent to these legally binding Terms as well as our Privacy Policy, which is hereby incorporated.

### **Consent and Capacity**

In order to use our website, you must be at least eighteen. Your use of our website is conditioned on your acceptance of these Terms. If you do not agree with these Terms, please discontinue your use of the Site. By using our site, you warrant that you are entering into a binding contract with NV Media, LLC. Areas of the Site may also be subject to additional terms. Any additional terms are not intended to replace or supersede these Terms, but rather supplement these Terms in those specific areas. Please take the time to familiarize yourself with the additional conditions of those areas before accessing them.

### **Intellectual Property Rights**

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### **User Responsibilities**

Users of the Site agree to the following guidelines:

1. You will keep your username and password, for any membership-based access we provide you with (if any) confidential. You will not share this information with any other person.

Additionally, to access certain portions of the Site, you may be required to provide information. The information you provide must be truthful, accurate, and complete. The information you provide is subject to our Privacy Policy, which is hereby incorporated into these Terms.

### **Disclaimer**

THE SITE, ITS CONTENT, AND ALL THE MATERIALS ARE “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OR GUARANTEE. YOU ACCESS THE SITE AT YOUR OWN RISK UNDERSTANDING THAT NV MEDIA, LLC DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NV MEDIA, LLC WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGE THAT MAY ARISE FROM YOUR USE OF THIS SITE. NV MEDIA, LLC DISCLAIMS ANY AND ALL WARRANTIES PERTAINING TO THE ACCURACY AND USEFULNESS OF THE MATERIALS, CONTENT, SOFTWARE, OR SERVICES PROVIDED VIA THE SITE. NV MEDIA, LLC MAKES NO PROMISES OR REPRESENTATIONS THAT OUR SOFTWARE IS FREE FROM VIRUSES, MALWARE, OR ANY OTHER HARMFUL COMPONENTS, OR THAT THE SITE WILL BE AVAILABLE WITHOUT INTERRUPTION.

THIS SECTION APPLIES TO YOU TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, NV MEDIA, LLC DOES NOT ACCEPT LIABILITY FOR LOSS OR DAMAGE OF ANY KIND, BE IT DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, ACTUAL, PUNITIVE, OR OTHERWISE, WHETHER IT ARISES FROM PERSONAL INJURY, FINANCIAL LOSS, DATA LOSS, OPPORTUNITY LOSS, THIRD-PARTY USE OR MISUSE, AGGREGATE SERVICE, PERSONAL DISSATISFACTION, OR ANY OTHER DAMAGE RESULTING FROM YOUR USE OF THE SITE. THE FULL ASSUMPTION OF RISK AND THEREFORE RESPONSIBILITY LIES WITH YOU, THE USER AND VISITOR. NV MEDIA, LLC, ITS DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBSIDIARIES, ASSIGNORS, AND LICENSORS WILL NOT BE HELD LIABLE IN ANY EVENT. FOR JURISDICTIONS IN WHICH STATUTORY LAW PROHIBITS THE LIMITATION OF CERTAIN TYPES OF LIABILITY RELATED TO THE GROSS NEGLIGENCE OF A PARTY, NV MEDIA, LLC’S LIABILITY IS LIMITED TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

### **Indemnification**

You agree to indemnify and hold harmless NV Media, LLC, its directors, shareholders, employees, representatives, agents, subsidiaries, assignors, and licensors from and against any lawsuits, disputes, claims, proceedings, demands, costs, or expenses related to or stemming from any use of the Site or your breach of these Terms and any other policies incorporated into this agreement.

### **Choice of Law**

These Terms and any disputes arising from the use of this site are governed by and construed according to the law of the state of California. Each party agrees to submit to the courts of the state of California and that the state of California has personal jurisdiction over the matter.

### **Severability**

If any portion of these Terms is deemed unenforceable, void, or invalid for any reason, the remaining provisions of these Terms will remain unaffected and will not be considered unenforceable, void, or invalid. They will maintain the full force of law to the extent possible.

### **Changes to These Terms**

We may update these Terms from time to time. If any updates are made to these Terms, they will be posted here. Additionally, if material changes are made, we will notify you via a notice posted on the Site, and registered users will receive an additional email. Please check this page frequently for updates.

### **Contact Us**

If you have any questions, comments, or concerns about these Terms or our services, please contact us via email at [corporate@nv.media](mailto:corporate@nv.media), or by mail at 4024 Mission Inn Avenue, #B, Riverside, California 92501.

**Effective Date: January 20, 2023**