

## Terms and Conditions

Last Updated: May 27, 2021

Please read these Terms of Service ("Terms") carefully. By downloading, accessing, or using the mobile applications, websites, or other products or services of MyCutTV, Inc. and our affiliates ("MyCutTV", "we" or "us"), or the services, features, or functionality jointly offered with other companies through our mobile application or website (collectively, the "Services"), you agree to be bound by these Terms. **These Terms affect your legal rights and obligations, so if you do not agree to these Terms, do not use the Services.**

We reserve the right to modify, update, or change these Terms at any time. It is your responsibility to read or become aware of any modifications, updates, or changes to these Terms. Your continued use of MyCutTV after any such modification, update, or change is your agreement to be bound by the modified, updated, or changed Terms.

In the event you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party), each party's terms will govern as to the respective party's relationship with you. It is your responsibility to seek out the terms of any third party that is available through our Services.

**ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND MYCUTTV WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

### I. SECURITY

In addition to these Terms, by using the Services, you also agree to be bound by our Privacy Policy. You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. After opening a MyCutTV account, you accept all responsibility for any activity that occurs while logged into your account. We encourage you to use "strong" passwords. You agree that you will not share your password with others or do anything that might jeopardize the security of your account, including sharing your password with or logging in through unauthorized third-party applications or clients that attempt to access the MyCutTV API. MyCutTV cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. If you use any such application or client, you acknowledge and agree that MyCutTV will bear no responsibility for any actions taken by those applications or clients, such as any breach of or unauthorized use of your account information or messages. You are responsible for making sure that you keep your password secure and safe. When you first create a MyCutTV account, we ask for your mobile number to verify your account. Please be aware that your carrier's text messaging and data fees apply for mobile number verification.

### II. USER TERMS

Any video, image, text, audio recording, or other work ("Content") uploaded, posted, or transmitted (collectively, "submit" or "submitted") to or through MyCutTV, whether publicly or privately submitted, is the sole responsibility of the person who submitted such Content.

There are two types of users of MyCutTV. First are users who submit their own, original Content ("Creators"). Second are users who merely view or share Content that is not their own ("Consumers"). If

you both submit original Content and view and share others' Content, you are bound by both the Creator User Terms and Consumer User Terms.

#### a. Creator User Terms and Payment

Creators who submit Content to MyCutTV, have the option to label it public or OnDemand. If labeled public, any other MyCutTV user will be able to view and share the Content, either publicly through MyCutTV's public portal, or in a private message to another user. If labeled OnDemand, the Creator will be able to send the Content in a private message to another user.

At the option of the Creator, a Consumer may only be able to view the Content after s/he has paid a specified rental price to MyCutTV. **Although Creators may elect the rental price for their Content, we reserve the right to offer promotional offers to Consumers that involve the rental of Creator Content and to vary the price set by Creators, at our discretion. By engaging in these transactions, you agree to be bound by [Google Payment Terms of Service](#) or [Apple Pay Terms of Service](#)**

The rental or streaming of Content may be subject to certain state or local taxes, depending on the location of the Consumer. If we, in good faith, believe tax collection is required, we will assess the legally required taxes and will make arrangements to pay such taxes in accordance with applicable US, state, and local laws.

Creators will be entitled to receive, in accordance with MyCutTV's payment policies set forth below, all rental earnings received by MyCutTV with respect to their Content, after withholding or payment of: (a) MyCutTV's commission of 30%, or such other percentage as may be specified by MyCutTV from time to time upon five days advance notice, (b) all applicable third party (ie. Google, Apple or similar providers) platform or payment service fees which as of January 1, 2020 are approximately 30%; (c) any applicable taxes required to be withheld or deducted by MyCutTV; (d) any chargebacks or returns related to any of such Creator's Content; and (e) any applicable payment provider, wire transfer or similar fees. Payments will be made by MyCutTV to Creators on an annual basis, subject to Creator's right to make an early payment request no more often than once in any calendar month, subject to a minimum balance requirement and/or an early payment service fee set by MyCutTV. Payment by MyCutTV may be subject to receipt by MyCutTV of applicable tax forms, wire transfer information and other documents or information that MyCutTV may be reasonably requested pursuant to applicable laws. We will make any payment to you by check or other payment methods that may be offered by us in the future.

You are solely responsible for any income taxes arising from revenue paid to you by MyCutTV. You are obligated to include any payments from MyCutTV in your reportable income. MyCutTV may withhold amounts from any amounts due to you that we determine in good faith must be withheld pursuant to applicable law, pending any investigation of fraud or other illegality, or to satisfy refunds that we may make. MyCutTV may file reports concerning income with any taxing authority, including the US Internal Revenue Service.

Creators retain all ownership rights in original Content submitted to the Service. However, by submitting Content to MyCutTV, Creators hereby grant us an irrevocable, nonexclusive, worldwide, perpetual, royalty-free, sub-licensable, and transferable license to use, reproduce, modify, adapt, edit, publish, create derivative works from, distribute, perform, promote, exhibit, and display such Content in any and all media or distribution methods.

As a Creator, you are solely responsible for any Content you submit to the Services and any claims arising therefrom, and you agree that MyCutTV is not responsible or liable for any such Content or claims arising therefrom. While we are not obligated to do so, we reserve the right, and have absolute discretion, to review, screen, and delete any Content at any time and for any reason.

You expressly authorize MyCutTV's service provider, Dwolla, Inc. to originate credit transfers to your financial institution account. You authorize us to collect and share with Dwolla your personal information including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data. Dwolla's Privacy Policy is available [here](#).

#### **b. Consumer User Terms**

As a Consumer of MyCutTV, you understand that we do not endorse or adopt any Content submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and MyCutTV expressly disclaims any and all liability in connection with such Content. We do not guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services. We may, but are not required to monitor or control the Content posted via the Services but we do not take responsibility for such Content. Any use or reliance on any Content or materials submitted or obtained by you through the Services is at your own risk.

You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will MyCutTV be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

You will have the ability to rent certain On Demand Content from Creators for a one-time fee. This gives you the right to stream Content an unlimited number of times during a specific time period ("Rental Period"). When the Rental Period ends, you no longer have access to the On Demand Content. You may only stream On Demand Content for your personal viewing purposes and you may not transmit or distribute On Demand Content through any means, publicly exhibit On Demand Content, resell On Demand Content, or allow others to log into your MyCutTV account for the purpose of watching the On Demand Content.

**By engaging in these transactions, you agree to be bound by [Google Payment Terms of Service](#) or [Apple Pay Terms of Service](#).**

#### **c. Age Requirement**

You must be at least 13 years old to use MyCutTV services. Persons under the age of 13 are prohibited from creating MyCutTV accounts. If you are at least 13, but are still a minor, you must have your parent or legal guardian's permission to use MyCutTV services. Please have your parent or legal guardian read these Terms with you.

If you are a parent or legal guardian of a child who is at least 13 years old but is still a minor, by granting your child permission to use MyCutTV, you agree to these Terms on behalf of your child. You are responsible for monitoring and supervising your child's use of MyCutTV. If your child is using MyCutTV and is either under 13 or does not have your permission, please contact us immediately so that we can disable his or her access. If you have questions about whether MyCutTV is appropriate for your child, please contact us at mycuttv@gmail.com.

For certain features or functionality offered by us or others through the Services, users must be at least 18 years old. Those Services may be subject to separate terms from us or third parties that contain these further age requirements. If you are under 18 and use those Services, you may be violating the third party's governing terms, which we deem a violation of these Terms as well. You affirm that you are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and

warranties set forth in these Terms, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously suspended or removed from the Services.

### **III. PAYMENT**

#### **a. Data Storage**

MyCutTV will provide limited free storage space, the size of which is set by MyCutTV. You will have the opportunity to purchase more storage space for a monthly subscription fee. Monthly subscriptions for storage space is listed in settings on the MyCutTV app.

**MyCutTV accepts payment via the current payment method indicated prior to purchase, which may include Google Payments, Apple Pay, and any other form of payment that we make available to you from time to time. You must have a valid accepted form of payment on file in order to purchase more storage space or participate in any promotion, free trial offers, or other offers related to paid Services. You agree to abide by any relevant Terms of Service or other legal agreement (including without limitation [Google Payment Terms of Service](#), [Apple Pay Terms of Service](#), or [PayPal Terms of Service](#)), whether with MyCutTV, Google, Apple, or a third party, that governs your use of a given payment method. Since additional storage space requires a monthly subscription, you agree that MyCutTV will charge the payment method on file on the first day of each billing period for the relevant subscription, and if the payment method on file becomes invalid due to an expired credit card or other reason and we are unable to charge you on the next billing period, MyCutTV reserves the right to immediately revoke your access to any paid Services you have ordered until you update the payment method. If you fail to update your payment method within a reasonable amount of time, MyCutTV may cancel your subscription. You may decline to renew your subscription at any time prior to the commencement of a renewal.**

We reserve the right to modify, update, or change the fee rate and/or size of storage upon five (5) days written notice to you. Upon receiving notice of a modification, update, or change in fee rate or storage space, you have the right to cancel your monthly subscription within five (5) days of receiving such notice. If you do not cancel your subscription within five (5) days of receiving such notice, you agree to the modified, updated, or changed fee rate or storage space and your monthly subscription will continue at the modified, updated, or changed price.

We reserve the right to offer promotions, free trial offers, or other offers related to additional storage without notice to you or any current users of MyCutTV. We do not provide price protection or refunds in the event of a price reduction or promotional offering. You agree to pay for any additional storage that you order or offer that you accept. MyCutTV will charge your form of payment for the price listed on the relevant offer or Services, along with any additional amounts relating to applicable taxes, bank fees, and currency fluctuations.

MyCutTV reserves the right to deny subscriptions, renewals, and other purchases for any reason. Unused storage, plays, and other limits do not roll over to subsequent subscription periods.

#### **b. Refunds and End of Subscriptions**

All purchases are final and all fees are non-refundable, even if your account is later terminated by MyCutTV for breach of these Terms.

If you decline to renew your subscription to additional storage space or your payment method on file with MyCutTV does not work for any reason, your account reverts to the limited free storage space initially provided by us and MyCutTV may disable access to or delete any Content to

**comply with such storage space. MyCutTV shall not be responsible for any lost or deleted Content as a result.**

#### **IV. COPYRIGHT POLICY**

MyCutTV respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, we strive to expeditiously remove any infringing material from MyCutTV.

If you believe that your copyrighted work is being infringed upon on MyCutTV, please send a written notice with the following information:

1. If you are the copyright owner, your physical or electronic signature or the physical or electronic signature of a person authorized to act on the copyright owner's behalf;
2. A description of the copyrighted work that you claim to have been infringed;
3. A description of where on MyCutTV the material that you claim is infringing your work may be found (e.g., the URL), sufficient so that MyCutTV can locate and remove the material;
4. Your name, address, telephone number, and email address (if any);
5. A statement that you have a good faith belief that use of the infringing material is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

You may submit this information via:

Online: DMCA claim form  
Email: [mycuttv@gmail.com](mailto:mycuttv@gmail.com)  
Offline: MyCutTV's Copyright Agent

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, MyCutTV will also terminate a user's account if the user is determined to be a repeat infringer. If you believe that anything on the Services infringes any copyright that you own or control, you may file a notice of such infringement with our designated agent.

#### **V. FEEDBACK**

You agree that any feedback, suggestions, ideas, or other information or materials regarding MyCutTV or the Services that you provide, whether by email or otherwise ("Feedback"), are non-confidential and shall become the sole property of MyCutTV. You waive any rights you may have to the Feedback (including any copyrights or moral rights). We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledging or compensating you. Do not share your ideas with us if you expect to be paid or want to continue to own or claim rights in them.

#### **VI. CHANGES TO THE SERVICES**

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension, or discontinuance of the Services or any part thereof.

## VII. OBJECTIONABLE CONTENT

MyCutTV maintains a zero tolerance policy regarding objectionable content. Objectionable content may not be uploaded or displayed to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) Pornographic explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content; (iii) content that infringes upon the rights or any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale or illegal substances; and (v) gambling, including without limitation, any online casino, sports book, bingo or poker. Any user can flag content they deem objectionable for review. Content will be moderated by MyCutTV to ensure the timely removal of any and all objectionable content. User accounts which have been confirmed responsible for posting objectionable content will be restricted from access to the MyCutTV app.

## VIII. TERM AND TERMINATION

You are bound by these Terms beginning on the date you first use MyCutTV Services and you continue to be bound by them for as long as you have an account with MyCutTV. You may delete your account at any time. Accounts that are subscribed to additional storage shall remain active until the end of the subscription term and any renewal term.

MyCutTV may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted if we determine that you have violated any provision of these Terms or that your conduct or content would tend to damage MyCutTV's reputation or goodwill. If we delete your account for the foregoing reasons, you may not re-register for the Services. We may block your email address and Internet protocol address to prevent further registration.

Upon termination, all licenses granted by MyCutTV will terminate. Sections IX-XVI shall survive termination. In the event of account deletion for any reason, submitted Content may no longer be available and MyCutTV shall not be responsible for the loss of such content.

## IX. DISCLAIMER

THE SERVICES AND THE MYCUTTV CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE MYCUTTV ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE SECURE OR ERROR-FREE OR THAT THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS.

**This section shall survive termination.**

## **X. INDEMNIFICATION**

By agreeing to these Terms you agree to indemnify, defend, and hold harmless MyCutTV, our managing members, shareholders, employees, affiliates, licensors, and suppliers (the "MyCutTV Parties") from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) your access to or use of the Services; (b) any User Content you post, upload, use, distribute, store, or otherwise transmit through the Services; (c) your violation of these Terms; (d) your violation of the rights of another, including without limitation, any intellectual property right, publicity, confidentiality, privacy, or propriety right; or (e) your violation of any statutes, codes, ordinances, laws, rules, regulations, including without limitation, all regulatory, administrative, and legislative authorities.

**This section shall survive termination.**

## **XI. LIMITATION OF LIABILITY**

Except where prohibited by law, in no event will MyCutTV or its affiliates be liable for any indirect, special, punitive, incidental, exemplary, or consequential damages that result from (a) the use of, or inability to use, the Services; (b) the provision of the Services or any materials available therein; or (c) the conduct of other users of the Services, even if MyCutTV has been advised of the possibility of such damages. You assume total responsibility for your use of the Services. Your only remedy against MyCutTV for dissatisfaction with the Services or any content is to stop using the Services. If, notwithstanding these Terms, MyCutTV is found liable to you for any damage or loss that arises out of or is in any way connected with your use of the Services or any content, MyCutTV's liability shall in no event exceed \$1.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

**This section shall survive termination.**

## **XII. ARBITRATION CLAUSE**

**YOU SHOULD REVIEW THIS PROVISION CAREFULLY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS EXCEPT FOR MATTERS THAT YOU FILE IN SMALL CLAIMS COURT IN THE STATE OR MUNICIPALITY OF YOUR RESIDENCE WITHIN THE JURISDICTIONAL LIMITS OF THE SMALL CLAIMS COURT AND AS LONG AS SUCH MATTER IS ONLY PENDING IN THAT COURT. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES MAY BE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. AN ARBITRATOR'S DECISION IS AS ENFORCEABLE AS ANY COURT ORDER AND IS SUBJECT TO VERY LIMITED REVIEW BY A COURT. YOU EXPRESSLY AGREE TO THIS PROVISION AS A CONDITION OF ACCESSING OR USING THE SERVICES.**

For any dispute you have with MyCutTV or these Terms, you agree to first contact us at [mycuttv@gmail.com](mailto:mycuttv@gmail.com), and to attempt to resolve such dispute with us informally.

In the unlikely event that we are unable to resolve any dispute you bring to our attention after sixty (60) days, and for any other dispute we raise, you and MyCutTV agree that, except where prohibited by law, all disputes shall be resolved individually and exclusively by final and binding arbitration administered by

the American Arbitration Association (“AAA”) and conducted before a single arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”). For more information on the AAA, the AAA Rules, or the process for filing an arbitration claim, you may call the AAA at (800) 778-7879 or visit the AAA website at <http://www.adr.org>.

You and MyCutTV agree to the following with respect to the arbitration of any dispute hereunder: (a) ANY CLAIM MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) the arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration; (d) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (e) we reserve the right, in our sole discretion, to assume responsibility for any or all of the costs of the arbitration; (f) the arbitrator will honor claims of privilege and privacy recognized at law; (g) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (h) the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (i) each party will pay its own attorneys’ fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys’ fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law. ANY RIGHT TO A TRIAL BY JURY, WHETHER ON AN INDIVIDUAL OR A CLASS BASIS, IS HEREBY WAIVED.

This provision will survive termination of these Terms or your right to access or use the Services. With the exception of the subpart prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the AAA Rules, then the balance of this provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting part was not contained herein. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

### **XIII. FORUM AND VENUE**

A lawsuit, if any, by you or MyCutTV against the other will occur in state or federal court in Los Angeles County, California. You and MyCutTV agree that the jurisdiction and venue of these courts is exclusive.

**This section shall survive termination.**

### **XIV. APPLICABLE LAW**

Any dispute between you and MyCutTV will be governed by these Terms and the laws of the State of California and applicable United States law, without giving effect to any conflict-of-laws principles that may provide for the application of the law of another jurisdiction.

**This section shall survive termination.**

## **XV. SEVERABILITY**

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

**This section shall survive termination.**

## **XVI.COMPLET AGREEMENT**

These Terms supersede all prior understandings regarding the same and represent the complete agreement between you and MyCutTV. These Terms do not create or confer any third-party beneficiary rights. We may change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending a notification, posting a notice on the Services, or updating the "Last Updated" date above. Your continued use of the Services will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended Terms, you must stop using the Services and delete your MyCutTV account.

**This section shall survive termination.**

## **XVII.NOTE TO INTERNATIONAL USERS**

The Services are hosted in the United States. If you are a user accessing the Services from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Services, which are governed by U.S. law, you are transferring your personal information to the United States and you consent to that transfer.

## **XVIII.PROHIBITED ACTIVITIES**

In addition to the other restrictions outlined in these Terms, you agree that you will not:

1. Post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos, or other content via the Services.
2. Compromise the security of the Services.
3. Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms or the terms of any third party that govern a particular Service.
4. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Services or to extract data.
5. Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner.
6. Defame, stalk, bully, abuse, harass, threaten, impersonate, or intimidate people or entities or post private or confidential information via the Services, including, without limitation, your or any other

person's credit card information, social security or alternate national identity numbers, non-public phone numbers, or non-public email addresses.

7. Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Services.
8. Violate the publicity, privacy, or data-protection rights of others, including by taking pictures of another individual without receiving that individual's consent.
9. Develop any third-party applications that interact with User Content or the Services without our prior written consent.
10. Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

You further agree to abide by any third-party terms that apply to the Services or when posting reviews of MyCutTV, including the [iTunes App Store Terms and Conditions](#) or the [Android Market Terms of Service](#). Posting MyCutTV usernames in app store reviews is strictly prohibited and may result in us deleting your MyCutTV account.

## **XIX. QUESTIONS AND COMMENTS**

Email feedback, questions, and comments to [mycuttv@gmail.com](mailto:mycuttv@gmail.com)

## **XX. COMMON SENSE**

Do not post or send privately anything you do not want other people to see.