



## TERMS OF USE

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### **Your Use of the Service through this Website is Governed by These Terms of Use**

Please take a few minutes to review the Terms of Use. By accessing and using this Website, you agree to be bound by each of the Terms of Use and all applicable laws and regulations governing the Website. If you do not agree with any of the Terms of Use, you are not authorized to access or use this Website for any purpose.

### **These Terms of Use May Change Without Prior Notice**

FATV reserves the right to modify these Terms of Use at any time without giving you prior notice. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. For this reason, we encourage you to review these Terms of Use whenever you use this Website.

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### **Specific Disclaimer for International Use**

FATV makes no representation that information content provided on the Website is applicable or appropriate for use in locations outside the United States. Portions or versions of the Web Site that have been translated into any language other than English are provided for the convenience of the user only. FATV makes no representation or warranty that the translations are complete and accurate and FATV, by providing some content in a language other than English, undertakes no obligation to provide translations of all or any portion of the Website in any language except as determined by FATV. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable contents and online conduct.

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If you are dissatisfied with the Website or any content on the Website, or with the Terms of Use, your sole and exclusive remedy is to discontinue using the Website. You acknowledge, by your use of the Website, that your use of the Website is at your sole risk.

You understand and agree that under no circumstances will FATV be liable for any damages whatsoever, including, but not limited to:

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You understand and agree that under no circumstances will FATV be liable for any damages whatsoever, including, but not limited to:

- Any direct, incidental, consequential, exemplary, or indirect damages (including, but not limited to, damages for loss of business profits, business interruption, loss of data, programs or information, and the like) arising out of the use of or inability to use the Website, the Service, or the information or content provided therein,
- Any claim attributable to errors, omissions, or other inaccuracies in the Website, the Service, and/or information or content contained therein or downloaded through the Website,
- Unauthorized access to or alteration of your transmissions or data,
- Statements or conduct of any third party on the Website or the Service, or
- Any other matter relating to the Website or the Service, even if FATV has been advised of the possibility of such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations may not apply to you. In such states, FATV's liability is limited and warranties are excluded to the greatest extent permitted by law.

### **Indemnification**

You understand and agree that you are personally responsible for your behavior on the Website and for your use of the Content.

### **Personal Information and Privacy Policy**

FATV may monitor, record, collect and use for any lawful purpose information generated through your use of the Website or the Service. The collected information is subject to our Privacy Policies.

### **User Conduct**

You agree not to take any action that interferes with the proper working of the Website; imposes an unreasonable or disproportionately large load on the Website's infrastructure; might compromise the security of the Website; render the Website or the Service inaccessible to others; or otherwise cause damage to the Website or any Content contained on the Website. You agree not to add to, subtract from, or otherwise modify the Content on the Website except as expressly authorized by FATV in these Terms of Use or by a written agreement between you and FATV.

### **General Provisions**

#### **a. Entire Agreement**

These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by FATV of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. **Correction of Errors and Inaccuracies**

The information in the Website may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. **No Endorsements of Links**

Hypertext links to third party Websites or information do not constitute or imply an endorsement, sponsorship, or recommendation by FATV of the third party, the third-party Web site, or the information contained therein. You acknowledge and agree that FATV is not responsible for the availability of any such Web sites and that FATV does not endorse or warrant, and is not responsible or liable for any such Website, or the content on such Website, or the services offered by such Web site. Under no circumstances will FATV be responsible for any loss or damage resulting from your use of any such Web site or the services offered by such Web site or any content posted on such Web site or transmitted from such Web site. Any links to other sites are provided for convenience only. You need to make your own decisions regarding your interactions or communications with any other Web site.

d. **Enforcement**

FATV will investigate and take appropriate legal action against anyone who violates any of the provisions of this agreement, including without limitation, barring violators from use of the Web Site and pursuing civil, criminal and/or injunctive redress. You agree that in a civil action, FATV may obtain full recovery of all damages it suffers and may also obtain punitive and consequential damages. If any part of these Terms of Use is determined to be invalid or unenforceable, it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect. These Terms of Use are governed by, and will be interpreted in accordance with, the laws of the State of Colorado, without regard to any conflict of laws provisions. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Boulder County, Colorado, U.S.A., regarding any and all disputes relating to these Terms of Use, your use of the Web Site, any other FATV web site, the Service, or Content or Material contained therein.

e. **Claims of Copyright Infringement**

In the event that you claim to be the copyright owner of any Content, you agree to immediately notify FATV of any claimed copyright infringement. You further agree to provide FATV's copyright agent the following information as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, Title 17, U.S.C. § 512:

- your physical or electronic signature or that of a person authorized to act on behalf of you, the purported owner of an exclusive right that is allegedly infringed;
- identification of the copyright or work claimed to have been infringed, or a multiple copyrighted work at a single online site or covered by a single notification, or a representative list of such works at that site;

- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact you, the complaining party, or the person authorized to act on your behalf;
- a statement that you, the complaining party, have a good faith belief that the use of the material in the manner complained of is not authorized by you the copyright owner, your agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of you, the owner of an exclusive right that is allegedly infringed. FATV's Copyright Agent for notice of claims of copyright infringement on or relating to this Web Site can be reached either by: sending an e-mail request to [info@financialaidtv.com](mailto:info@financialaidtv.com) or sending a letter via the U.S. Mail to: *Financial Aid TV PO Box 7139 Boulder, CO 80306*

f. **Severability**

If any provision of these Terms of Use is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provisions of the Terms of Use will remain in force.

g. **General Contact Information**

If you have any questions about these Terms of Use, the practices of this Web Site, or your dealings with this Web Site, you may contact us by: sending an e-mail request to [info@financialaidtv.com](mailto:info@financialaidtv.com) or sending a letter via the U.S. Mail to:

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