

# COTU.TV

## Website Terms of Use

Last Modified: April 12th, 2022

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Baugh & Baker, LLC d/b/a COTU.TV (“**Company**” or “**us**” or “**we**” or “**our**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of cotu.tv, including any content, functionality and services offered on or through <http://cotu.tv> (the “**Website**”), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <http://cotu.tv/privacypolicy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are of legal age to form a binding contract with the Company and reside in the United States or any of its territories or possessions. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Website so you are aware of any changes, as they are binding on you.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend the Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with the Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- Your computer may automatically and temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video, or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Make any use of the Website or any services or materials available through the Website for any purpose that is not expressly permitted by these Terms and Conditions.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than as expressly set out in this section, you must obtain the Company's express prior written consent prior to doing so.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name and logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the express prior written permission of the Company. All other names, logos, product, and service names, designs and slogans on the Website are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. Without limiting the foregoing, you agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way including, without limitation, by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which may harm the Company or users of the Website, or expose any of them to liability, in each case as determined in the Company’s sole discretion.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without the Company’s prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other materials which are or have the potential to be malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper operation and performance of the Website.

### **User Contributions**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, comment fields, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the royalty-free right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose in perpetuity.

By providing any User Contribution on the Website, you grant any other user of the Website a royalty-free license to access your User Contribution on the Website.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible, or liable to any third-party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary, appropriate, or desirable in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third-party who claims that material posted by you violates any of their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized User Contribution or use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, the Company has and expressly reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material that is posted on the Website and cannot guarantee prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third-party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that may otherwise conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive or confuse any person.
- Promote, advocate, or assist any illegal activity or unlawful act.
- Cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or organization or misrepresent your identity or affiliation with any person or organization.
- Involve bartering, advertising, or other commercial activities sales (such as contests, sweepstakes, and other sales promotions).
- Falsely give the impression that they emanate from or are endorsed by the Company or any other person or organization.

### **Copyright Infringement**

If you believe that any User Contribution or other Website content violates your copyright, please submit a copyright takedown request by emailing us at support@cotu.tv. Prior to submitting a takedown request, please consider whether fair use, fair dealing, or any similar exception to copyright law applies to the relevant content. The Company reserves the right to terminate access to the Website to any users found to have infringed the intellectual property rights of others.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of any such information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in such materials, and all articles and responses to questions and other content, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We may update the content on the Website from time to time, but the Website's content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material or notify you that any such material is not up to date.

### **Information About You and Your Visits to the Website**

All information we collect on the Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with our [Privacy Policy](#).

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is, fair, legal, not misleading, and does not damage or take advantage of our reputation. Without limiting the foregoing, you are prohibited from establishing a link in such a way as to suggest any form of association, approval, or endorsement by or with the Company.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed, on any other site (for example, by framing, deep-linking, or in-line linking).

- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may limit or disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Website is based in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Website or elsewhere (whether or not linked via the Website) will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR LINKED THROUGH IT OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF OUR WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE IS AT YOUR OWN RISK. OUR WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF OUR WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT OUR WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE ARE OR WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR ANY SERVER THAT MAKES OUR WEBSITE AVAILABLE ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL CODE OR COMPONENTS, OR THAT OUR WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR WEBSITE, ANY WEBSITE LINKED TO IT, ANY CONTENT ON OUR WEBSITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, owners, employees, contractors, service providers, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of the Website or any information obtained from the Website.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Except to the extent that the Company requires arbitration in accordance with the following paragraph, any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the City of Austin and County of Travis; *provided, however*, that notwithstanding the foregoing, we retain the right to bring any suit, action or proceeding against you arising out of or relating to your breach of these Terms of Use or your misuse of the Website in your state, county, and/or country of residence or any other relevant state, county, or country having jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, the Company may require you to submit any disputes arising under or in connection with these Terms of Use or your access or use of the Website (or your inability to do the same), including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law. Unless otherwise agreed in writing by the Company, any arbitration involving or relating to these Terms of Use or the Website shall be physically conducted in Austin, Texas, and you waive any objection to such venue.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR OUR WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, AND YOU AGREE THAT, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by an arbitrator or a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

**Entire Agreement**

These Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and the Company with respect to the matters contemplated hereby and thereby and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**Your Questions and Comments**

To ask questions or comment about these Terms and Conditions, contact us at: 3705 Grayson Lane, Austin TX 78722 or [support@cotu.tv](mailto:support@cotu.tv).