

# TERMS OF SERVICE

(Updated August 15, 2015)

## SERVICES

Mission Critical Health (MCTV) provides educational content to facilities through a streaming TV subscription model delivered through a WiFi device. The MCTV's content is powered by Lightcast and utilizes a commercially available streaming media player stick. MCTV network does not support the streaming player warrantee; only the streaming player manufacturer can support the player warrantee. MCTV provides: (i) a MCTV user account that may be individually configured with a branded logo bug and customized video content ("Account"), (ii) services accessible through the Account ("Web App"), (iii) software that may be downloaded to a media player device to access services ("Smart Player"), all for use in conjunction with (iv) hardware products ("Hardware") and in other ways that MCTV provides. Some MCTV and MCTV Products and Services can be used together or in ways that integrate with products and services from third parties. The term "Services" means the Account, Web App, and Smart Player as one integrated solution.

These Terms of Service ("Terms") govern your access to and use of the Services. These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

## TERM AND TERMINATION

1. These Terms will remain in full force and effect so long as you continue to access or use the Services, or until terminated in accordance with the provisions of these Terms. MCTV content is copyright protected by MCTV, its parent company Capital Media Group Inc or by partnering content providers. Broadcast of content on the MCTV platform does not transfer any rights or license. MCTV reserves all rights and licenses. At any time, MCTV may (i) suspend or terminate your rights to access or use the Services, or (ii) used the Services in violation of these Terms, including any incorporated guidelines, terms or rules. If you transfer Hardware to a new owner, your right to use the Services with respect to that Hardware automatically terminates, and the new owner will have no right to use the Hardware or Services under your Account (as described below) and will need to register for a separate Account with MCTV. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate. Early termination of a three (3) year service agreement will result in a cancellation penalty of \$200.00 USD.

## GENERAL USE AND LIMITATION OF SERVICES

2. To use the Services, you must register for a user account ("Account") and provide certain information about yourself as prompted by the applicable registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any Canadian, U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account, and to maintain your password securely to prevent others from gaining access without your permission. You agree to immediately notify MCTV of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. MCTV is not liable for any loss or damage arising from your failure to comply with the above requirements.

3. Subject to these Terms, MCTV grants you a nontransferable, nonexclusive, right (without the right to sublicense) to access and use the Services by (i) using the Account in connection with, and solely for the purpose of, controlling and monitoring the Hardware installed on your property or otherwise accessing a service explicitly provided by MCTV for your use (the "Permitted Purpose"), and (ii) installing and using Mobile

Apps on a handheld mobile device (e.g., iPhone, iPad, or Android smartphone) and solely for the Permitted Purpose.

4. Intended Use of MCTV Services: (a) The Services are intended to be accessed and used for non-time-critical information and control of MCTV related Hardware and Services. While we aim for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond MCTV's control, including local WiFi intermittency or local Internet service provider uptime, among others. You acknowledge these limitations and agree that MCTV is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications. (b) No Life Safety or Critical Uses of the Services. You acknowledge and agree that the Hardware and Services, whether standing alone or when interfaced with third-party products or services are not certified for emergency response. MCTV makes no warranty or representation that use of the Hardware or Services with any third-party product or service will affect or increase any level of safety. YOU UNDERSTAND THAT THE HARDWARE AND SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT AN EMERGENCY NOTIFICATION SYSTEM. (c) The Services will not be accessible without: (i) a working WiFi network that is positioned to communicate reliably with the Hardware; (ii) an Account; (iii) MCTV certified Hardware; (iv) always on broadband Internet access in the location where the Hardware is operating; (v) a standard HDMI compatible television or computer monitor; and (vi) other system elements that may be specified by MCTV. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.

5. You are responsible for all Content provided to MCTV and all activity that occurs under your membership.

6. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

7. All users of MCTV Services agree to be bound to the MCTV Terms of Service.

8. The owner of MCTV Hardware is considered to be the owner of the Account associated with the device.

9. No user of MCTV Services is authorized to: (a) share their Account access with multiple parties; (b) share their Account access with individuals operating outside of their immediate organization; (c) share their Account access with external Service Providers for the purpose of remote content creation or Display management; (d) use an Account on behalf of another party, for the purpose operating a Display at the venue of the other party.

10. MCTV Hardware is considered valid for use as a means of connecting a TV or computer monitor to MCTV Services under conditions including but not limited to: (a) Hardware acquired through MCTV or an official MCTV partner; (b) Hardware linked to MCTV Services; and (c) Hardware that has not been rendered defective.

11. If the bandwidth usage of any Account significantly exceeds the average bandwidth usage (as determined solely by MCTV) of other Accounts, MCTV reserves the right to immediately disable or rate limit the Services associated with the Account.

12. MCTV encourages the sale of consulting services and creative content services to MCTV customers by third parties where those services add value. Providers of services to MCTV customers agree to participate in MCTV's service provider certification program.

13. MCTV Hardware and Services may not be resold or bundled without express written consent by MCTV. Unless otherwise stated by MCTV, the retailing and delivery of MCTV Hardware and Services is handled by MCTV directly and independently.

## **PAYMENT, REFUNDS, UPGRADING AND DOWNGRADING TERMS**

14. A valid credit card or written contract agreeing to invoiced payment terms is required for all paying Accounts.

15. All prices are quoted in USD, unless otherwise explicitly stated.

16. The Service is billed in advance and is nonrefundable. There will be no refunds or credits for partial periods of service, or refunds for periods unused with an open account.

17. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies, or duties.

## **CANCELLATION AND TERMINATION**

18. Pay-as-you-go subscriptions may be canceled at any time by sending express written notice to Capital Media Group Inc. You are solely responsible for canceling your membership. An email or phone request to cancel your account is not considered cancellation. You can cancel your membership at any time by sending express written notice to MCTV by mail or in writing:

Address:

Mission Critical TV  
4095 State Rd 7 #L-128  
Wellington FL 33449

Email: [questions@missioncriticaltv.com](mailto:questions@missioncriticaltv.com)

19. Term-based subscriptions cannot be canceled prior to the end of the agreed upon term.

20. Upon cancellation, all Content associated with an Account is considered immediately removed from all related Services. Reactivation of a cancelled Account does not guarantee access to previously uploaded Content.

21. If you cancel any Account at least 1 business day before the end of your current paid period (monthly or annual subscription), your cancellation will take effect on the final day of your paid period and you will not be charged again.

22. MCTV, in its sole discretion, has the right to suspend or terminate your Account and refuse any and all current or future use of the Services, for any reason at any time. Such termination of Services will result in the deactivation or deletion of your Account, the deactivation of Services related to Hardware, and the forfeiture and relinquishment of all content associated with your Account. MCTV reserves the right to refuse service to anyone for any reason at any time.

## **MODIFICATIONS TO THE SERVICE AND PRICES**

23. MCTV reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

24. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from MCTV. Such notice may be provided at any time by posting the changes to the MCTV Account (MissionCriticalTV.com) or the Service Account holder itself.

25. MCTV Networks shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **CONTENT AND CONDUCT RULES AND OBLIGATIONS**

26. We claim no intellectual property rights over the material you provide to the Service. Your profile and

materials uploaded remain yours. However, by allowing your content to be shared publicly, you agree to allow others to view and share your Content.

27. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials (“Content”) are the sole responsibility of the person from which such Content originated. This means that you, and not MCTV, are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the MCTV Service. MCTV does not control the Content posted via individual Account holders and third-party content providers and, as such, does not guarantee the accuracy, integrity or quality of such Content.

28. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will MCTV be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that MCTV does not prescreen Content, but that MCTV and its designates shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, MCTV and its designates shall have the right to remove any Content that violates the Terms of Service or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by MCTV or submitted to MCTV. You acknowledge and agree that MCTV may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service; (c) respond to claims that any Content violates the rights of third parties or (d) protect the rights, property, or personal safety of MCTV, its users and the public.

29. You understand that the technical processing and transmission of the Service, including your Content, may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

30. Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in MCTV’s sole discretion as to what action should be taken.

31. You agree that you will not: (a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, a MCTV official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; (e) upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party; (g) upload, post, or transmit unsolicited commercial messages or “spam”. This includes unethical marketing, advertising, or any other practice that is in any way connected with “spam”; (h) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (j) intentionally or unintentionally violate any applicable local, state, national or international law. (k) “stalk” or otherwise harass another member of the service; (l) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of

cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices; (m) offer for sale or sell any item, good or service that (i) violates any applicable federal, state, or local law or regulation, (ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) MCTV determines, in its sole discretion, is inappropriate for sale through the Service provided by MCTV; (n) use the Service as a forwarding service to another website; (o) exceed the scope of the Service that you have signed up for; for example, accessing and using the tools that you do not have a right to use, or deleting, adding to, or otherwise changing other people's comments or content as a Guest. If any user is reported to be in violation with the letter or spirit of these terms, MCTV retains the right to terminate such account at any time without further warning.

32. The look and feel of the Service is copyrighted ©2007-2015 Capital Media Group Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the video, HTML/CSS or visual design elements without express written permission from MCTV Networks.

### **SHARING OF CONTENT**

33. MCTV Members own all of the content and information they provide or post to MCTV. In order for MCTV to use certain types of content and provide users with our Community service, MCTV Members agree to the following: (a) For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give MCTV the following permission, subject to your Share settings: you grant us a nonexclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with MCTV ("IP License"). This provision is in place to enable MCTV to Share your content with other members in the Community, and allows those members to play your Shared content on their Displays. This IP License ends when you delete your IP content, Unshare your IP content, or Cancel your account; and (b) when you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

### **AUTOMATIC SOFTWARE UPDATES**

34. MCTV may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services and/or the Product Software ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consents. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your Account and stop using the Services and the Hardware. If you do not terminate a previously created Account, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and the Hardware and you agree to promptly install any Updates MCTV provides. Your continued use of the Services and the Hardware is your agreement – (i) to these Terms with respect to the Services, and (ii) to the End User License Agreement with respect to updated Product Software.

### **INTERFACE TO THIRD PARTY PRODUCTS AND SERVICES**

35. Over time, MCTV may provide the opportunity for you to interface the Hardware and Services to one or more third party products and services, through and using the Services, for example through the Works with MCTV platform ("Third Party Products and Services"). You decide whether and with which Third Party Products and Services you want to interface. Your explicit consent and authorization is required for this interface, and is revocable by you at any time. You acknowledge and agree that MCTV makes no representation or warranty about the safety of any Third Party Products or Services. Accordingly, MCTV is not responsible for your use of any Third Party Product or Service or any damage or other harm or losses arising from or relating to your use of any Third Party Products or Services. You should contact the Third Party with any questions about their Products and Services.

### **RESTRICTION OF RIGHTS**

36. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (ii) you agree not to access the Services in order to build a similar or competitive service; (iii) except

as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (iv) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Hardware, the Product Software, or any other system, device or property; (v) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vi) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by MCTV; and (vii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices), which may be contained in or displayed in connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

#### **OPEN SOURCE**

37. Certain items of independent, third party code may be included in the Web App and/or Mobile Apps that are subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

#### **SECURITY**

38. MCTV cares about the integrity and security of your personal information. However: (a) MCTV cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your MCTV related information for improper purposes. You acknowledge that you provide this information at your own risk; and (b) You are responsible for maintaining the security of your account and password. MCTV Networks cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

#### **MCTV SUPPORT POLICY**

39. MCTV provides customer assistance as stated in its Support Policy, the terms of which are incorporated into this Terms of Service by reference.

#### **MCTV PRIVACY POLICY**

40. Registration Data and certain other information about you are subject to our Privacy Policy, the terms of which are incorporated into this Terms of Service by reference.

#### **GENERAL CONDITIONS**

41. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.

42. Technical support is only provided to paying account holders.

43. You understand that MCTV Networks uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

44. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, MCTV Networks, or any other MCTV Networks service.

45. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by MCTV Networks.

46. We may, but have no obligation to, remove Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s <sup>TM</sup> intellectual property or these Terms of Service.

47. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any MCTV Networks customer, employee, member, or officer will result in immediate account termination.

48. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

49. MCTV Networks does not warrant that: (i) the service will meet your specific requirements; (ii) the service will be uninterrupted, timely, secure, or error free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations; and (v) any errors in the Service will be corrected.

50. You expressly understand and agree that MCTV Networks shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if MCTV Networks has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

51. The failure of MCTV Networks to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and MCTV Networks and govern your use of the Service, superseding any prior agreements between you and MCTV Networks (including, but not limited to, any prior versions of the Terms of Service).

52. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws applicable in the county of Palm Beach, Florida and the parties hereto irrevocable submit to the exclusive jurisdiction of the courts of Palm Beach Florida.

53. Assignment and Binding Effect. MCTV may assign, delegate and/or otherwise transfer this Agreement or its rights and obligations hereunder to any person or entity. You may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of MCTV. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

54. Entire Agreement. This Agreement sets forth the entire basic agreement and understanding between MCTV. and you the subscriber regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. This Agreement may not be modified or amended except by a writing signed by the party against whom the same is sought to be enforced.

#### **REVISION OF "TERMS OF SERVICE"**

55. MCTV shall post official "Terms of Service" on the web page <http://www.MissionCriticalTV.com/pdf/terms>.

56. In case of revision, MCTV shall post on the "Terms of Service" page the effective date of the revision. The effective date will be equal to or greater than the calendar date of the posted change.

57. MCTV reserves the right to change its Terms of Service, for any reason, without consultation with current membership, effective as of the effective date of the revision.

58. Membership renewals occurring after the effective date of any revision are understood to be under the terms of the revised Terms of Service.

59. Effective Date August 15, 2015

**Mission Critical TV**

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