

Terms of Use

1. Your Acceptance

A. By using and/or visiting this website (collectively, including all Content and functionality available through the Unicornmedia.com domain name, the "Unicorn Media Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), and (2) Unicorn Media's privacy notice, found at <http://www.unicornmedia.com/privacy> and incorporated here by reference. If you do not agree to any of these terms, the Unicorn Media privacy notice, please do not use the Unicorn Media Website. Unicorn Media may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. Unicorn Media Website

A. These Terms of Service apply to all users of the Unicorn Media Website, including users who are also contributors of Content, information, and other materials or services on the Website. The Unicorn Media Website includes all aspects of Unicorn Media, including but not limited to Unicorn Media playlists, the Unicorn Media Interface and any Unicorn Media Application for Uploading Content. The Unicorn Media Website may contain links to third party websites that are not owned or controlled by Unicorn Media. Unicorn Media has no control over, and assumes no responsibility for, the Content, privacy policies, or practices of any third party websites. In addition, Unicorn Media will not and cannot censor or edit the Content of any third-party site. By using the Website, you expressly relieve Unicorn Media from any and all liability arising from your use of any third-party website. We encourage you to be aware when you leave the Unicorn Media Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. Unicorn Media Accounts In order to access some features of the Website, you will have to create a Unicorn Media account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Unicorn Media immediately of any breach of security or unauthorized use of your account. Although Unicorn Media will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Unicorn Media or others due to such unauthorized use.

4. General Use of the Website -- Permissions and Restrictions

Unicorn Media hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to Unicorn Media Content, without Unicorn Media's prior written authorization.

B. You agree not to alter or modify any part of the Website, including but not limited to Unicorn Media's Interface or any of its related technologies.

C. You agree not to access Unicorn Media Content through any technology or means other than the video playback pages of the Website itself, the Unicorn Media Interface, or other explicitly authorized means Unicorn Media may designate.

D. You agree not to use the Website, including the Unicorn Media Interface for any commercial use, without the prior written authorization of Unicorn Media. Prohibited commercial uses includes (but is not limited to) sale of access to the Website or its related services (such as the Interface) on another website and any use of the Website or its related services (such as the Interface) that Unicorn Media finds, in its sole discretion, to use Unicorn Media's resources or Content with the effect of competing with or displacing the market for Unicorn Media, or Unicorn Media Content.

E. Prohibited commercial uses do not include any use that Unicorn Media expressly authorizes in writing.

F. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Unicorn Media servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Unicorn Media reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their Content.

G. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service, and all applicable local, national, and international laws and regulations.

H. Unicorn Media reserves the right to discontinue any aspect of the Unicorn Media Website at any time.

I. Unicorn Media reserves the right to terminate your account for any reason at any time.

5. Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content on the Unicorn Media Website.

A. The Content on the Unicorn Media Website including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Unicorn Media, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited

for any other purposes whatsoever without the prior written consent of the respective owners. Unicorn Media reserves all rights not expressly granted in and to the Website and the Content.

B. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of Content of third parties obtained through the Website for any commercial purposes.

C. You agree not to circumvent, disable or otherwise interfere with security-related features of the Unicorn Media Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Unicorn Media Website or the Content therein.

D. You understand that when using the Unicorn Media Website, you will be exposed to Content from a variety of sources, and that Unicorn Media is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate or offensive, indecent, or objectionable to you, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Unicorn Media with respect thereto, and agree to indemnify and hold Unicorn Media, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

6. Digital Millennium Copyright Act

A. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, 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 the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 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 owner of an exclusive right that is allegedly infringed.

Unicorn Media's designated Copyright Agent to receive notifications of claimed infringement is: Unicorn Media, Inc. ATTN: DMCA Agent, 24 West 5th Street #203 Tempe, AZ 85281 or email: copyright@unicornmedia.com, fax: 480-214-4856. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Unicorn Media customer service through <http://www.unicornmedia.com/support/>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

B. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Phoenix, Arizona, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Unicorn Media may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Unicorn Media's sole discretion.

7. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE UNICORN MEDIA WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, UNICORN MEDIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. UNICORN MEDIA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) 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, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE UNICORN MEDIA WEBSITE. UNICORN MEDIA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE UNICORN MEDIA WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER

OR OTHER ADVERTISING, AND UNICORN MEDIA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. Limitation of Liability

IN NO EVENT SHALL UNICORN MEDIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE UNICORN MEDIA WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT UNICORN MEDIA SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by Unicorn Media from its facilities. Those who access or use the Unicorn Media Website do so at their own volition and are responsible for compliance with local law.

9. Indemnity

You agree to defend, indemnify and hold harmless Unicorn Media, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Unicorn Media Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Unicorn Media Website.

10. Ability to Accept Terms of Service

You affirm that you are either more than 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 of Service, and to abide by and comply with these Terms of Service.

12. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Unicorn Media without restriction.

13. General

You agree that: (i) the Unicorn Media Website shall be deemed solely based in Arizona; and (ii) the Unicorn Media Website shall be deemed a passive website that does not give rise to personal jurisdiction over Unicorn Media, either specific or general, in jurisdictions other than Arizona. These Terms of Service shall be governed by the internal substantive laws of the State of Arizona, without respect to its conflict of laws principles. Any claim or dispute between you and Unicorn Media that arises in whole or in part from the Unicorn Media Website shall be decided exclusively by a court of competent jurisdiction located in Maricopa County, Arizona. These Terms of Service, together with the Privacy Notice at <http://www.unicornmedia.com/privacy> and any other legal notices published by Unicorn Media on the Website, shall constitute the entire agreement between you and Unicorn Media concerning the use of the Unicorn Media Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Unicorn Media's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Unicorn Media reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Unicorn Media Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND UNICORN MEDIA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE UNICORN MEDIA WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.