



TERMS OF USE

1. ACCEPTANCE OF TERMS

The following terms and conditions are a legal agreement (the "Agreement") between you and FUSE, LLC ("FUSE") with regard to your use of the website located at, [FUSE.TV](https://www.fuse.tv), [FM.TV](https://www.fm.tv) and any other sites operated by FUSE (the "Website"). Please read this Agreement carefully. By using the Website, you understand, acknowledge and agree that you will abide by this Agreement. The term "Agreement" includes these terms and conditions of use, together with any other terms posted on the Website, including without limitation the FUSE Privacy Policy, and any terms or rules which apply to your participation in Promotions (as defined below). All of these other documents are hereby incorporated into this Agreement by this reference. As described in more detail below, this Agreement does not address the terms applicable to any third party content, websites, webpages, Advertising, or Platforms (both as defined below).

2. USER AGE REQUIREMENTS

The Website is offered and made available only to users thirteen (13) years of age or older. You must cease using the Website immediately: (i) if you are not thirteen (13) years of age or older, (ii) your use of our Website is prohibited or restricted in any way by the laws of the jurisdiction from which you are accessing this Website, (iii) you are located outside of the United States of America, its territories and possessions, and/or (iv) if you do not agree to all of the terms of the Agreement. For the avoidance of doubt, by using or attempting to use the Website, you certify that you are at least thirteen (13) years of age and meet all other eligibility requirements for your use of the Website.

3. MODIFICATIONS

FUSE retains the right to change the terms of this Agreement at any time in its sole discretion. We will post or display notices of material changes on the Website. Once posted, such changes become effective immediately, and if you use the Website after they become effective, you thereby agree to be bound by the changes. You should check back frequently and review this Agreement regularly so you are aware of the most current rights and obligations that apply to you. FUSE retains the right to change, modify, withdraw, suspend or even permanently discontinue all or any portions of the Website at any time, without any liability or obligation to you, with or without notice.

4. PRIVACY

We respect your privacy and the use and protection of your personal information. Please see our FUSE Privacy Policy for important information and disclosures relating to the collection and use of personal information in connection with your use of the Website. If you have any questions regarding FUSE's privacy practices, you may send your question to us by e-mail to privacy@fusemedia.com or by U.S. mail to FUSE, Attn: Business and Legal Affairs, 700 N. Central Avenue, Suite 600, Glendale, California 91203.

5. USE OF MATERIAL



reproductions, computer graphics and visual effects, as well as any associated documentation, and all copyrightable or otherwise legally protectable elements of the Website, including, without limitation, the selection, sequence and “look and feel” and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, characters, real or imaginary, in any part of the world, are the property of FUSE and/or its affiliates, and their Advertisers, licensors, suppliers, service providers, promotional partners and/or sponsors (all of the foregoing, individually and/or collectively, is referred to herein as “FUSE Materials”). The FUSE Materials are legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties.

FUSE authorizes you to access the FUSE Materials and grants you the right to use the Website solely for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purpose whatsoever. You must not alter, delete or conceal any copyright or other notices contained on the Website, including notices on any FUSE Materials you download, transmit, display, print or reproduce from the Website. Unless we explicitly and specifically notify you otherwise in writing, you shall not, nor will you allow any third party to reproduce, modify, create derivative works from, display, perform, publish, distribute, sell, upload, transmit, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website) or otherwise use, any FUSE Materials without the express prior written consent of FUSE. Any unauthorized or prohibited use of any FUSE Materials, including use in contravention of this Agreement, may subject you to civil liability, criminal prosecution, or both.

You may not use any computerized or automatic mechanism, including without limitation, any web spider or robot, to access, extract or download any FUSE Materials from the Website. You hereby warrant to FUSE that you will not use the Website for any unlawful purpose or purpose prohibited by this Agreement. If you violate any term of this Agreement, your permission to use the FUSE Materials automatically terminates and you must immediately cease all use thereof and destroy any copies you have made of any of the FUSE Materials. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of any jurisdiction inside and outside of the United States from which you may access the Website. We require users to respect our copyrights, trademarks, and other intellectual property rights and those of others, including other users. On notice, we will act expeditiously to remove user content on the Website that infringes the copyright rights of others and will disable access to the Website and its services of anyone who uses them to repeatedly to infringe the intellectual property rights of others. Specific procedures to notify us about copyright infringement can be found in the VIOLATIONS OF TERMS AND COPYRIGHT INFRINGEMENT CLAIMS section below.

The various trademarks, service marks, show names, character names, logos, and other distinctive identifications (“Marks”) on or of the Website are the intellectual property of and proprietary to FUSE, its affiliates, its or their Advertisers, suppliers and others with whom these entities may do business. You have no right to use any of these Marks or any confusingly similar Marks for any purpose without the express prior written consent of FUSE.

6. POSTS, PLATFORMS, AND PLUGINS

Our Website uses social plugins (“Plugins”) provided by various social networks (“Platform(s)”). The Plugins are surrounded, or framed, by the Website (i.e. FUSE colors scheme, messaging and content surrounds Plugins). The Plugins may provide you and other users an opportunity to submit, upload, post, display, transmit and/or exchange information, files, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to the Platforms (“Post(s)”). Note that when you share or Post or otherwise make



You understand, acknowledge and agree that FUSE accepts no responsibility for Posts and is not responsible for the consequences of any and all Posts that you upload, post, email, transmit or otherwise make available via Plugins. Posts do not reflect the views of FUSE, any of its affiliated or related partners or companies, or any of their respective websites or services. We do not always monitor, filter, endorse, edit or screen Posts, although we reserve the right to do so. In no event shall FUSE, any of its affiliated or related partners or companies, or any of their respective websites or services have or be construed to have any responsibility or liability for or in connection with any Post whatsoever; however, we reserve the right, in our complete and sole discretion, and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (a) refuse to allow you to Post; (b) remove and/or delete Posts; (c) revoke your right to use any of the Websites or services; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses.

If you Post, you hereby agree that: (a) you are placing the Post on the Platform; (b) you specifically authorize FUSE, its affiliated or related partners and companies to use such Post in whole or in part, throughout the universe, and you are granting FUSE and its affiliates a royalty-free, perpetual, irrevocable, unrestricted, unconditional, non-exclusive license to use, reproduce, modify, publish, edit, adapt, create derivative works from, translate, distribute, perform, display and otherwise exploit such Post and all elements thereof alone or as part of other works in any form, in perpetuity in or on any and all media, or technology, whether now known or hereafter developed or discovered, and to license and sub-license such rights through multiple tiers of sublicenses, all without any notification or obligation to you, of compensation, attribution or otherwise, and alone or together or as part of other information, content and/or material of any kind or nature; (c) you represent and warrant that we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Post and the Post (i) is original to you or fully cleared for use as contemplated herein, (ii) does and will not, in any way, violate or breach any of the terms of this Agreement, (iii) does not contain libelous, tortious, or otherwise unlawful information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation or other governmental requirement or restriction, (iv) is not obscene or in any other manner unlawful, and (v) shall not be damaging or injurious to any FUSE affiliate or the health of the user; (d) if your Post incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Post to be viewed by the public and grant FUSE the right to use such Post as described above; (e) we have the right to remove, delete, re-format and/or change your Post in any manner that we may determine; and (f) you will not be entitled to any compensation because of the use or exploitation by us or any third party of any videos and other Posts you make available through Plugins or any ideas or concepts contained therein, and the submission of a video or other Post, and/or any posting or display thereof, is not any admission of novelty, priority or originality. Even if you subsequently see or learn of a presentation, motion picture, still photograph, film, video or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any video or other Post that you or anyone else submits to or through the Plugins, you acknowledge and agree that you shall not be entitled to any compensation. You understand, acknowledge and agree that we assume no responsibility for deletion of Posts or any other matter relating to Posts.

7. UNSOLICITED SUBMISSIONS

FUSE does not accept or consider any creative materials, ideas, pitches, screenplays, stories, or suggestions other than those we expressly request ("Unsolicited Submissions"). This company policy is in place in order to avoid the possibility of any future misunderstandings regarding ownership of creative works. Therefore, please do not transmit to the website, by electronic



8. RULES OF CONDUCT

It is a condition of your use of the Website that you abide by all applicable local, state, national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions (i) in relation to your use of the Website and (ii) that occur in, from, through or under your use of the Platforms and posting of the Posts. You shall not use, allow, or enable others to use the Website, or knowingly condone use of the Website by others, in any manner that is, attempts to, or might:

- affect FUSE adversely or reflect negatively on us, the Website, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Website, or from advertising, linking or becoming a supplier to us in connection with the Website; - be defamatory, libelous, indecent, vulgar or obscene, pornographic, sexually explicit, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory, or abusive, or which may or may appear to impersonate anyone other than yourself;
- send or result in the transmission of spam, junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing"; - be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web pages;
- transmit, distribute or upload programs or material that contain malicious code, such as viruses, time bombs, cancel-bots, worms, Trojan horses, spyware, or other potentially harmful programs or other material or information;
- forge any TCP/IP packet header or part of the header information in any e-mail or newsgroup posting for any reason;
- violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise;
- gain unauthorized access to the Website, other users' accounts, names, User IDs, personally identifiable information or other computers, websites or pages, connected or linked to the Website or to use the Website in any manner which violates or is inconsistent with the terms and conditions of this Agreement;
- modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Website or the rights or use and enjoyment of the Website by any other person, firm or enterprise; or
- collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Website, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

9. VIOLATIONS OF TERMS AND COPYRIGHT INFRINGEMENT CLAIMS



the Platform if you believe the Platform contains elements that infringe your copyrights in your work. Notwithstanding the foregoing, if you believe the Website itself contains elements that infringe your copyrights in your work, please follow these instructions:

Notice and Procedure for Making Claims of Copyright Infringement.

Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the Website should be sent ONLY to our Designated Agent. The following information is provided solely for notifying FUSE that your copyrighted material may have been infringed.

DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OR E-MAIL ABUSE, etc.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

Written notification must be submitted to the following Designated Agent: FUSE, LLC Agent Designated to Receive Notification of Claimed Infringement: Senior Counsel, Business and Legal Affairs Full Address of Designated Agent to Which Notification Should be Sent:

700 N Central Ave
Glendale, CA 91203

Telephone Number of Designated Agent: (323) 256-8900

Facsimile Number of Designated Agent: (818) 662-8951

E-mail Address of Designated Agent: copyright@fusemedia.com

Under Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

- (1) An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- (2) Identification of the copyrighted work (or works) that you claim has been infringed;
- (3) A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.);
- (4) A clear description of where the infringing material is located on our website, including as applicable its URL, so that we can locate the material;
- (5) Your name, address, telephone number, and e-mail address;
- (6) A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (7) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.



advertisers, sponsors, or promotional partners ("Advertisers"). All such interaction is strictly and solely between you and the Advertiser involved and FUSE is not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may obtain from any Advertiser).

11. CONTESTS AND PROMOTIONS

From time to time, FUSE, its affiliates, or the Website's service providers, suppliers, and Advertisers may conduct promotions on or through the Website, including, without limitation, auctions, contests and sweepstakes ("Promotions"). Each Promotion may have additional rules which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of this Agreement; provided, however, if there is any conflict between the rules for any particular Promotion and these Terms of Use, the rules shall govern for that particular Promotion.

12. LINKS TO OTHER SITES

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Website or any other form of link or re-direction of your connection to, with or through the Website, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of FUSE, its affiliates or any of its or their respective officers, directors, employees, agents, representatives, licensors, suppliers, and service providers, successors and permitted assigns. We do not verify, endorse, or have any responsibility for, any such third party sites, their business practices, their privacy policies, or any goods or services associated with or obtained in connection with any such site, whether FUSE's or any affiliates' logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects personal information from you, such collection is governed by the privacy policy of such third party site, and in no event shall we assume or have any responsibility or liability.

13. TERMINATION OF YOUR REGISTRATION

FUSE may terminate your use of the Website, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

14. DISCLAIMERS

THE WEBSITE(S) AND ALL SERVICES, FEATURES, FUNCTIONS, CONTENT, PRODUCTS AND CAPABILITIES ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, FUSE MAKES AND PROVIDES NO GUARANTY OR ASSURANCE THE WEBSITE OR ANY CONTENT WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL SERVICES, PRODUCTS, FEATURES, FUNCTIONS, PRODUCTS, CONTENT OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED OR AT ANY PARTICULAR TIME OR TIMES WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR



LICENSORS, REPRESENTATIVES, SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE WEBSITE OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR CERTAIN LIMITATIONS ON DAMAGES AND REMEDIES, ACCORDINGLY SOME OF THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THIS AGREEMENT MAY NOT APPLY TO YOU.

THE WEBSITE IS MAINTAINED ON SERVERS IN THE UNITED STATES INTENDED FOR USERS AND USE OF THE WEBSITE THAT IS NOT RESTRICTED OR PROHIBITED BY LAW OR REGULATION. FUSE DISCLAIMS ALL LIABILITY FOR ANY USE NOT SPECIFICALLY AUTHORIZED OR THAT IS IN VIOLATION OF THIS AGREEMENT OR THE LAWS OR REGULATIONS THAT MAY APPLY TO YOU IN ANY JURISDICTION OR COUNTRY.

15. INDEMNIFICATION

You agree to indemnify, defend (at FUSE's election) and hold harmless FUSE, its affiliates and its and their respective officers, directors, employees, agents, licensors, representatives, Advertisers, service providers and suppliers from and against any and all claims, actions, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you, or resulting from your Postings or any FUSE Materials you provide, submit or make available on or through the Website or your unauthorized use of any FUSE Materials. FUSE reserves the right to assume, at its expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with FUSE in the defense of any such claim, action, settlement or compromise negotiations, as requested by FUSE.

16. APPLICABLE LAW AND OTHER TERMS

This Agreement, including, without limitation, the FUSE Privacy Policy, and any rules governing any particular Promotion and any additional terms and conditions that apply to your use of any specific services, features and functions, as well as any other documents, policies and provisions we refer to in any of the foregoing, all of which are hereby incorporated by this reference, contains the entire understanding and agreement between you and FUSE and supersedes any and all prior, inconsistent or other understandings relating to the Website and your use of the Website. This Agreement cannot be modified, changed or terminated, except as specifically described in the MODIFICATIONS section above.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and this Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive termination of this Agreement; provided, however, no action arising out of this Agreement or your use of the Website, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

You agree that the Website shall be deemed solely based in California and that the Website shall be deemed a passive website that does not give rise to personal jurisdiction over FUSE, either specific or general, in jurisdictions other than California. This Agreement and your use of the Website shall be governed by, construed and enforced in accordance with the substantive laws of the United States of America and the State of California applicable to contracts made.



foregoing, you agree that FUSE has the right to commence and prosecute an action against you in connection with this Agreement, in your home jurisdiction. Either FUSE or you may demand that any dispute between the Website and you about or involving the Website must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Los Angeles, California, USA, provided that the foregoing shall not prevent FUSE from seeking injunctive relief in a court of competent jurisdiction. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act.

IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE WEBSITE(S) OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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