Pioneer Public Television (PPTV) Terms of Use Policy

August 2007

This PPTV Internet Web Site Agreement (the "Agreement") is between you and Pioneer Public Television, Inc. ("PPTV") with a principal place of business at 120 W. Schlieman Avenue, Appleton, MN 56208 USA. Use of this and/or any other web sites owned and/or controlled by PPTV, including any chat rooms, bulletin or message boards or other forums contained therein (collectively the "PPTV Web Site") signifies your agreement to the terms and conditions of use set forth below in the Agreement. You acknowledge that you have read the terms and conditions of use and that you accept the terms thereof. YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS PPTV WEB SITE. If you do not agree to these terms and conditions of use, you may not access or otherwise use the PPTV Web Site.

- 1. PPTV may monitor your use of this PPTV Web Site, and may freely use and disclose any information and materials received from you or collected through your use of the PPTV Web Site in accordance and consistent with the PPTV Privacy Policy for any lawful reason or purpose.
- 2. The PPTV Web Site is protected by copyright pursuant to U.S. copyright laws, international conventions, and other copyright laws. The contents of the PPTV Web Site are only for your personal, non-commercial use. All materials contained on the PPTV Web Site are protected by copyright, and are owned or controlled by PPTV or the party credited as the provider of the content. You will abide by any and all additional copyright notices, information, or restrictions contained in any content on the PPTV Web Site. You may download and make a copy of the content and other downloadable items displayed on this PPTV Web Site for personal, noncommercial use only, provided that you maintain all copyright and other notices contained in such content. Copying or storing of any content for other than personal, noncommercial use is expressly prohibited without the prior written permission from PPTV or the copyright holder identified in the individual content's copyright notice.
- 3. PPTV may change, suspend or discontinue any aspect of the PPTV Web Site at any time, including the availability of any PPTV Web Site feature, database, or content. PPTV may also impose limits on certain features and services or restrict your access to parts or the entire PPTV Web Site without notice or liability.
- 4. You represent, warrant and covenant that: (a) you shall not upload, post or transmit to or distribute or otherwise publish through the PPTV Web Site any materials which (i) restrict or inhibit any other user from using and enjoying the PPTV Web Site, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without

limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) that you are at least eighteen (18) years old.

- 5. You hereby agree to indemnify, defend and hold PPTV, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of the Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. PPTV reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of PPTV.
- 6. The PPTV Web Site contains links and pointers to the other related World Wide Web Internet sites and resources. Links to and from PPTV Web Site to other third party sites, maintained by third parties, do not constitute an endorsement by PPTV or any of its subsidiaries or affiliates of any third party resources, or their contents.
- 7. PPTV does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the PPTV Web Site. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. PPTV reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the PPTV Web Site.
- 8. PPTV does not and cannot review all materials posted to the PPTV Web Site by users, and PPTV is not responsible for any such materials posted by users. However, PPTV reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in PPTV's sole discretion are objectionable or in violation of this Agreement.
- 9. THE PPTV WEB SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE PPTV WEB SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PPTV AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE PPTV WEB SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE PPTV WEB SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE PPTV WEB SITE OR ANY LINKED

SITE. FURTHER, PPTV AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PPTV DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PPTV WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PPTV WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PPTV AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE PPTV WEB SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

- 10. By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the PPTV Web Site, you hereby grant to PPTV a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against PPTV for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.
- 11. You acknowledge that transmission to and from this PPTV Web Site are not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to PPTV, no confidential, fiduciary, and contractually implied or other relationship is created between you and PPTV other than pursuant to this Agreement.
- 12. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF MINNESOTA.
- 13. This Agreement constitutes the entire agreement between PPTV and you with respect to your use of the PPTV Web Site. Any cause of action you may have with respect to your use of the PPTV Web Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. PPTV reserves the right, at its sole discretion, to change, modifies, add or remove any portion of this Agreement, in whole or in part, at any time.