

## SCTE Terms of Use

By accessing or using any of the Society of Cable Telecommunications Engineers, Inc. ("**SCTE**") internet properties including, without limitation, [scte.org](http://scte.org), [techexpo.scte.org](http://techexpo.scte.org), [chapters.scte.org](http://chapters.scte.org), [learn.scte.org](http://learn.scte.org), mobile websites, microsites, mobile applications, SCTE profiles on social media sites and any other digital services or properties operated, used or released by SCTE from time to time (collectively the "**SCTE Sites**"), or by accessing, using or attending any other services or events offered by SCTE including, without limitation, leadership institutes, associate memberships, training courses, certification exams, SCTE® TechExpo, SCTE® Chapter Leadership Conference, and any SCTE® chapter events in the United States (collectively, together with SCTE Sites, the "**SCTE Services**"), you agree to comply with and be bound by these SCTE Terms of Use ("**Terms of Use**"), the SCTE Privacy Policy (available at <https://www.scte.org/privacy-policy>) and any other policies promulgated by SCTE, all as updated by SCTE from time to time (collectively, the "**SCTE User Policies**"). You further agree to comply with and be bound by the SCTE Community Code of Conduct (available at [www.scte.org/community-code-of-conduct](http://www.scte.org/community-code-of-conduct)) as updated by SCTE from time to time ("**Community Code of Conduct**"). Please read the Terms of Use, the SCTE User Policies and the Community Code of Conduct carefully. If you do not agree to the Terms of Use, the SCTE User Policies, or the Community Code of Conduct, you must immediately terminate use of the SCTE Services. Your access to SCTE Services may also be governed by a separate agreement between you and SCTE with respect to a particular service ("**Specific Services Agreement**"), in which case, if there is any conflict between a provision of the Terms of Use and a provision of the Specific Services Agreement, the Specific Services Agreement will control.

1. **License Grant.** As between you and SCTE, the SCTE Sites, and any assets, tools or resources used to provide SCTE Services, are owned by SCTE. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the SCTE Services conditioned on your continued acceptance and compliance with the Terms of Use. You may use the SCTE Services and SCTE Content (as defined below) for your noncommercial personal use and for no other purpose. SCTE reserves the right to bar, restrict or suspend any user's access to the SCTE Services (or any portion thereof), and/or to terminate this license at any time for any reason. SCTE reserves any rights not explicitly granted in the Terms of Use.
2. **Proprietary Rights.** The content of the SCTE Services includes, without limitation, (i) SCTE's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "**SCTE Marks**"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs,

audio and video material, including podcasts, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the SCTE Services (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as "**SCTE Content**"). SCTE Content is the property of SCTE, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected in all media now existing or hereafter developed, by law including, but not limited to, copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws, treaties, and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation, or dissemination of any SCTE Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from SCTE. Any use of SCTE Marks without SCTE's express written consent is strictly prohibited. You may not alter, delete, obscure, or conceal any copyright or other notices appearing in SCTE Content, including any such notices appearing on any SCTE Content.

3. **License Restrictions.** Unless otherwise expressly stated in the Terms of Use or you receive SCTE's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the SCTE Services, any SCTE Content, or any portion thereof. Further, you may not (i) use the SCTE Services for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the SCTE Services, including SCTE Content; (ii) interfere with the proper working of the SCTE Services including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, denial of service attack or other limiting routine, instruction or design; (iii) interfere with any other person's use and enjoyment of the SCTE Services; (iv) use or participate in the SCTE Services, including any SCTE Content, to develop, offer, provide, or support products or services that are competitive with SCTE or its services, or to solicit users, customers, or participants for any such competitive products or services, or to misrepresent, or permit any third party to misrepresent, any product, service, or offering as being provided, endorsed, sponsored by, or otherwise affiliated with SCTE; or (v) record, photograph, capture, stream, or otherwise reproduce or transmit any portion of the SCTE Services, or any content, materials, communications, or participation of SCTE or any other users, attendees, speakers, exhibitors, or participants in connection with the SCTE Services, by any

means or medium (including, without limitation, audio recording, video recording, screen capture, or live streaming), except as expressly authorized in writing by SCTE.

4. **Your Acceptance; Revisions to Terms of Use.** Unless otherwise agreed by SCTE in writing, the SCTE Sites are only to be used by individuals who are at least eighteen (18) years of age and who can enter into legally binding contracts under applicable law. The Terms of Use constitute a legally binding agreement between you and SCTE regarding your use and access to the SCTE Services. By using the SCTE Services, you agree to the Terms of Use. SCTE reserves the right to revise the Terms of Use at any time in its sole discretion by posting revised Terms of Use to applicable SCTE Sites. Your use of the SCTE Services signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to applicable SCTE Sites. No revision to the Terms of Use, including to the Arbitration provision set forth in **Section 23 (Dispute Resolution; Venue)**, shall apply to a controversy or claim of which SCTE had actual notice on or before the date of any such revision.
5. **SCTE User Policies; Additional Terms and Conditions; Digital Hub; Payments and Billing.**
  - a. **SCTE User Policies; Additional Terms and Conditions:** The SCTE User Policies, as well as any other additional terms and conditions applicable to certain portions of the SCTE Sites (collectively "**Additional Terms and Conditions**"), are incorporated herein by this reference. To the extent that there is a conflict between the Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern. Without limiting the foregoing, the Community Code of Conduct is hereby incorporated by reference into these Terms of Use and applies to all access to and use of the SCTE Services. To the extent that there is a conflict between Community Code of Conduct and the Terms of Use or any Additional Terms and Conditions for the activity in which you choose to participate, the Terms of Use or Additional Terms and Conditions, as applicable, shall govern.
  - b. **Digital Hub:** SCTE may provide, as part of the SCTE Sites, access to a digital hub ("**Digital Hub**") to promote the distribution and exchange of information to and amongst SCTE associate members. If SCTE provides such access to, and you use, the Digital Hub, you agree that your access and use of the Digital Hub (but not your access or use of any other part of the SCTE Sites) will be subject to the additional terms of use ("**Digital Hub Terms**") set forth at <https://www.scte.org/digital-hub-terms>, which Digital Hub Terms are incorporated herein by reference. If there is a conflict between the Terms of

Use and the Digital Hub Terms, the Digital Hub Terms will control with respect only to your access or use of the Digital Hub. You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with the Digital Hub is to cease using the Digital Hub. SCTE reserves the right to revise the Digital Hub Terms at any time in its sole discretion by posting revised Digital Hub Terms to applicable SCTE Sites. Your use of the Digital Hub signifies your acceptance of all the terms and conditions contained within the Digital Hub Terms posted at the time of your use. You will be responsible for regularly reviewing the Digital Hub Terms posted to the SCTE Sites. No revision to the Digital Hub Terms shall apply to a controversy or claim of which SCTE had actual notice on or before the date of any such revision.

- c. **Payments and Billing:** SCTE may offer, and you may elect to purchase and pay for, certain goods or services (collectively “**Products**”) through the SCTE Sites. To the extent that you elect to purchase and pay for Products through the SCTE Sites, the following provisions apply:
- i. You must provide SCTE with valid and updated credit card information or with a valid purchase order, order form, promo code, or alternative document reasonably acceptable to SCTE. If you provide credit card information to us, you authorize us to charge such credit card for all purchased Products. This includes charges for the initial subscription term and any renewal subscription terms, if applicable. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account.
  - ii. You agree that you will pay for all Products you purchase and that SCTE may charge your payment method for any Products purchased and for any applicable taxes, packaging and shipping fees in connection therewith. The taxes will be based on the bill-to address and the tax rate in effect at the time you purchase the Products. You are responsible for the timely payment for all Products.
  - iii. We accept payment by MasterCard, Visa and American Express credit cards.
  - iv. Prices are provided and payments are accepted in US currency only.
  - v. All sales of Products are final, unless a refund is approved by us.
  - vi. Prices for Products offered may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering. If technical problems prevent or unreasonably

delay delivery of your Product, your exclusive and sole remedy is either replacement or refund of the price paid as determined by SCTE.

6. **Click-Through Agreements.** Before using certain areas of the SCTE Sites, you may be asked to indicate your acceptance of additional terms and conditions (“**Click-Through Agreement**”) by clicking a button marked "I Accept", "I Agree", "Okay", "I Consent" or other words or actions that similarly acknowledge your consent or acceptance. To the extent there is a conflict between the provisions of the Terms of Use and the provisions of any Click-Through Agreement, the Click-Through Agreement will govern.
7. **Personal Login Information.** Certain features and areas of the SCTE Sites may be available only with registration, login, or a paid subscription. If you are required to register and select a unique login and password (collectively, "**Personal Login Information**"), you must keep your Personal Login Information confidential, including taking appropriate measures to maintain confidentiality, such as logging off and closing the Internet browser, especially when you are connected to the Internet through an unsecured network or when using a public computer. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. SCTE is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact SCTE immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or if you otherwise wish to deactivate your Personal Login Information due to security concerns.
8. **Privacy Policy.** For information about SCTE’s data protection practices and SCTE’s use and protection of your personal information, please read SCTE's Privacy Policy (available at <https://www.scte.org/privacy-policy>) which is incorporated into and made a part of the Terms of Use. By using the SCTE Services, you agree to the terms of SCTE’s Privacy Policy.
9. **User Obligations.** You warrant that you will abide by, without limitation, all applicable local, state, national, and international laws and regulations with respect to your use of the SCTE Services and not interfere with the use and enjoyment of the SCTE Services by other users or with SCTE’s operation and management of the Services. You further warrant that your use of the SCTE Services and of any data input into, provided in connection with or generated by the SCTE Services shall comply with all applicable laws, regulations, and ordinances. You agree and acknowledge that you are solely responsible for any liabilities, fines, penalties, or forfeitures occasioned by any such violations or lack of rights. You must, at all times, provide true, accurate, current, authorized, and complete information when

submitting information or materials on or in connection with the SCTE Services, including, without limitation, information required to be provided through any online SCTE registration form for purposes of creating an account with SCTE, attending any SCTE event or otherwise. If any false, inaccurate, untrue, unauthorized, or incomplete information is submitted by you, SCTE reserves the right to terminate your access and use of the SCTE Services. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the SCTE Services, or defame or otherwise harm any party through your use of the SCTE Services. In addition, you also agree that you will not use the SCTE Services to:

- a. upload, download, post, email, transmit, share or otherwise make available any content, including through any attachments thereto, that:
  - i. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - ii. you do not have a right to make available under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - iii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - iv. includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - v. includes 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;
- b. collect or store personal data of other users of the SCTE Services;
- c. intentionally disrupt or interfere with, whether directly or indirectly, the SCTE Services in any manner that may adversely affect SCTE or any user of the SCTE Services; or
- d. intentionally or unintentionally violate any applicable local, state, national or international law.

**10. User Feedback; User-Generated Content.**

- a. **User Feedback:** Subject to the provisions of the SCTE Privacy Policy, you acknowledge and agree that all feedback, comments, and suggestions, including suggestions for improvements, enhancements, alterations,

changes or revisions, or otherwise regarding the SCTE Services or SCTE Content that you provide to SCTE are assigned to SCTE, and you have no further rights therein or thereto. We may use (or not use) such information for whatever purpose we choose, without notice or compensation to you.

- b. **User-Generated Content:** SCTE welcomes your views, comments and other communications, pictures, track back URLs, or videos on our SCTE Sites which may include discussion boards, blogs and other services that allow users to provide feedback, comment or content ("**User-Generated Content**"). By contributing User-Generated Content to any of the SCTE Sites or social media profiles, you understand and acknowledge that this information is available to the public and grant SCTE a nonexclusive license to display, reproduce, transmit or modify such User-Generated Content and agree that SCTE may use the User-Generated Content for internal and external marketing purposes. You are solely responsible for the User-Generated Content you submit. If you believe any User-Generated Content submitted by others infringes on your proprietary rights, contact SCTE in accordance with **Section 14(A) (Notice for Claims of Intellectual Property or Copyright Infringement)** below. SCTE does not approve, endorse, or adopt any User-Generated Content, and SCTE assumes no liability for any User-Generated Content submitted by you or others. You agree to indemnify SCTE against all claims and liabilities resulting from User-Generated Content that you submit. Users who do not wish to have information they have made available via these sites used, published, copied and/or reprinted, should not post on the SCTE Sites. Please note that other participants may use posted information beyond the control of SCTE. All User-Generated Content is read at your own risk, and SCTE recommends that you not rely on the information or advice in any of these postings. SCTE retains the right to remove any content for any reason, including but not limited to, content that it deems threatening, demeaning, profane, obscene, a violation of intellectual property rights or privacy laws, off-topic, commercial or promotion of organizations or programs, or otherwise injurious or illegal. SCTE also retains the right to ban or block a user from posting on SCTE social media profiles without notice for any pattern of inappropriate postings or as it deems necessary. You acknowledge, consent and agree that SCTE may access, preserve and disclose your account information and the User-Generated Content you have posted if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in the sole opinion of SCTE to: (a) comply with legal process; (b) enforce the Terms

of Use; (c) respond to claims that any User-Generated Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of SCTE, and its employees, representatives and users and the public.

**11. Responsibility for Use of the Internet and SCTE Sites and Exclusion of Liability.**

Use of the Internet and the SCTE Sites is solely at your risk and is subject to, without limitation, all applicable local, state, national and international laws and regulations. Unless expressly required by law, SCTE does not guarantee the confidentiality or security of any communication or other material transmitted to or from the SCTE Services over the Internet or other communication network. SCTE shall not be obligated to correct or update the SCTE Services, SCTE Content or User-Generated Content, and shall not be liable for omissions, typographical errors, or out-of-date information which may appear in the SCTE Services.

**12. Disclaimer as to Accuracy of Information.** The information contained in the SCTE Services and SCTE Content are for informational purposes only; accordingly, information in the SCTE Services is not promised or guaranteed to be correct or complete, and should not be relied upon as such. You acknowledge and agree SCTE shall not be liable to you or any other party for any act or failure to act relating thereto, in addition to the limitation of liability claims contained in the Terms of Use.

**13. Third-Party Information.** The SCTE Services may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, User-Generated Content (as defined above), or other information made available by third parties such as content providers and other users of the SCTE Services are those of the respective third party and not of SCTE or its affiliates. SCTE makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third-party materials, information, services, or products.

**14. Notices.**

**a. Notice for Claims of Intellectual Property or Copyright Infringement.**

SCTE respects the intellectual property of others, and, particularly as to User-Generated Content in comments, discussion boards or in other user contributed content, as applicable, we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information to SCTE (contact information below) by email to [legal@scte.org](mailto:legal@scte.org):

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- ii. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- iii. a description of where the material that you claim is infringing is located on the SCTE Sites;
- iv. your address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

- b. **Other Notices.** For any legal matters related to the Terms of Use, you must direct your notice to SCTE at [legal@scte.org](mailto:legal@scte.org). For any other questions or comments regarding the SCTE Services or SCTE Content, please contact SCTE at [info@scte.org](mailto:info@scte.org).

15. **Advertisers.** The SCTE Services may contain advertisements. The inclusion of advertisements in SCTE Services does not imply endorsement of the advertised products or services. SCTE shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements in SCTE Services. Further, SCTE shall not be responsible or liable for the statements or conduct of any third-party advertisers appearing in the SCTE Services. You shall be solely responsible for any correspondence or transactions you have with any third-party advertisers.

16. **Links to Third-Party Websites.** The SCTE Services may provide links (including any link through an online banner advertisement) to sites on the Internet for your convenience. These other sites are maintained by third parties over which SCTE exercises no control. The appearance of any such third-party links is not intended to endorse any organization, company, or product. If you decide to access any of the third-party sites linked to the SCTE Services, you do so entirely at your own risk. SCTE makes no representations or warranties with respect to any linked site. On such sites, you may be subject to the various terms of services associated with using such sites, including, but not limited to, the third-party sites' terms of use and privacy policy. For more information, consult the host website user policies. Information (comments, photos, videos, etc.) you share with or post to SCTE social media profiles is also subject to the terms of service of the host sites and may be

used by the owners of the host sites for their own purposes under the host site user policies.

**17. Links to SCTE Websites; Sharing of Content.**

- a. **Links to SCTE Websites:** Links posted by third parties to the SCTE Services and/or SCTE Content must not use any SCTE trademark or logo and must not suggest that SCTE promotes or otherwise endorses any third-party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of the SCTE Services shall be the responsibility of the linking party. SCTE reserves the right to require any linking party to disable or remove any link that violates SCTE's policies, rights, or causes interruption or deterioration of SCTE Content.
- b. **Sharing of Content:** You may download, copy, or embed SCTE Content and other downloadable items displayed in the SCTE Services for personal use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any SCTE Content for any purpose other than personal use is expressly prohibited without prior written permission from SCTE. SCTE reserves the right to require any party sharing SCTE content to disable or remove the content should its use violate SCTE's policies, rights, or cause interruption or deterioration of SCTE Content.

**18. Warranties Disclaimed.** The SCTE Services and SCTE Content are provided "as is" and "as available." Neither SCTE, its affiliates, subsidiaries, employees, officers, members, or trustees nor any of its agents, representatives, suppliers, advertisers, contractors, promotional partners, or licensors (collectively "**SCTE Parties**") provide any express or implied representation or warranty of any kind, including without limitation, any representation or warranty that (i) the SCTE Services or SCTE Content, or any results that may be obtained by you, are complete, accurate, reliable or non-infringing; (ii) access to the SCTE Services will be uninterrupted, timely, secure, or error free; (iii) the quality of any products, services, information or other material purchased or obtained by you through the SCTE Services will meet your expectations; or (iv) SCTE Content will remain unchanged or accessible in the SCTE Services. All warranties, express or implied, are disclaimed to the fullest extent permitted by law including, without limitation, any warranty of merchantability, fitness for a particular purpose, and/or non-infringement of intellectual property. You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with the SCTE Services or SCTE Content is to cease using the SCTE Services and SCTE Content.

**19. Exclusion of and Limitation of Liability.** SCTE Parties shall not be liable, and disclaim any liability, for any claim, loss or damage, direct or indirect, including,

without limitation, compensatory, consequential, incidental, indirect, special, exemplary or punitive damages of any kind whatsoever in connection with, as a result of, or arising (i) out of the use of or inability to use the SCTE Services and/or any SCTE Content; (ii) from any interruption in the availability of the SCTE Services and/or SCTE Content; (iii) from any loss of data and/or from any equipment failure; (iv) out of the procurement of substitute goods or services resulting from any problems with the goods, content and/or services purchased or obtained from the SCTE Services, or transactions entered into, through or from the SCTE Services; (v) from unauthorized access to or alteration of your transmissions or data; (vi) from statements or conduct of any third party in the SCTE Services; (vii) from any delay or failure of the SCTE Services arising out of causes beyond SCTE's control; (viii) out of the use of, reference to, or reliance on, SCTE Content; (ix) out of any third party materials, information, products and services contained on, or accessed through, the SCTE Services (x) out of any content, materials, accuracy of information, and/or quality of the products, services or materials provided by or advertised on third party websites; or (xi) out of any other matter relating to the SCTE Services or SCTE Content. In the event you are dissatisfied with, or dispute, the Terms of Use, the SCTE Services and/or SCTE Content, your sole right and exclusive remedy is to terminate your use of the SCTE Services, even if that right or remedy is deemed to fail of its essential purpose. You confirm that SCTE has no other obligation, liability or responsibility to you or any other party.

20. **Exclusions permitted by law.** Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or the exclusion of incidental or consequential damages. Accordingly, only the limitations and releases in **Section 18 (Warranties Disclaimed)** and **Section 19 (Exclusion of and Limitation of Liability)** and **Section 21 (Indemnification)**, or as otherwise set forth in the Terms of Use, which are lawful in your jurisdiction will apply to you and SCTE's liability will be limited to the maximum extent permitted by law.
21. **Indemnification.** To the fullest extent permitted by law, you shall release, defend, indemnify, and hold harmless SCTE Parties from and against all claims arising from or in any way related to your use of the SCTE Services and/or SCTE Content, a violation by you of the Terms of Use, or any other actions connected with your use of the SCTE Services and/or SCTE Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys fees. SCTE will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this **Section 21 (Indemnification)** except to the extent that you are

actually prejudiced by such failure, and will not relieve you from any other liability that you may have to SCTE Parties other than under this Section.

22. **Term and Termination.** The Terms of Use will take effect at the time you begin using the SCTE Services. SCTE reserves the right, with or without notice, at any time, and for any reason to deny you access to the SCTE Services or to any portion thereof, and to terminate the Terms of Use. The Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate the Terms of Use at any time by ceasing to use the SCTE Services. All applicable provisions of the Terms of Use will survive any termination of the Terms of Use. Upon termination, you must destroy all copies of any portion of the SCTE Services, including any SCTE Content, in your possession.
23. **Dispute Resolution; Venue.** Any dispute or action arising out of or relating to the Terms of Use involving the parties or their officers, directors, employees, shareholders, members, managers or authorized agents will be commenced in a state or federal court in the State of Colorado and each party irrevocably submits to the jurisdiction of such court and waives any objection such party may have to either the jurisdiction or venue of such court. Each party hereby waives any right it may have to a trial by jury for any disputes arising from or in connection with the Terms of Use or the parties' relationship created hereby. In the event of any dispute between the parties based upon an alleged breach or default in their respective obligations to be fulfilled pursuant to the Terms of Use, the prevailing party therein will be entitled to recover reasonable attorney fees and court costs from the non-prevailing party. Neither party will bring, and neither party consents to, any litigation on a class or representative basis and no claims will be consolidated with any other proceeding without the consent of all parties. SCTE reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to the Terms of Use.
24. **Governing Law.** The Terms of Use and all matters regarding your use of the SCTE Sites shall be governed by, construed in accordance with, and enforced under the laws of the State of Colorado applicable to contracts made and executed and wholly performed in the State of Colorado, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.
25. **Export Control and Sanctions Compliance.** You represent and warrant that: (i) you are not subject to United States or other applicable economic sanctions or

listed on any government restricted or denied party list; and (ii) you are not located in and are not considered a resident of a sanctioned country. You agree to comply with all applicable export control and sanctions laws in connection with your participation in or use of any SCTE Services and any materials or information provided in connection therewith, and will not use, access, or transfer such materials in violation of such laws. SCTE reserves the right to deny or terminate your participation in SCTE Services if required to comply with applicable laws or if SCTE reasonably determines that your participation may pose a compliance risk.

26. **Waiver and Severability.** The failure to exercise or enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted by law, and all other provisions shall remain in full force and effect.
27. **Complete Agreement.** Except as may be otherwise set forth in a Specific Services Agreement, the Terms of Use, together with any revision, any Additional Terms or Conditions incorporated by reference, and any Click-Through Agreement, constitutes the entire agreement between you and SCTE relating to the SCTE Services and its use by you, and supersedes any previous written or oral communication regarding use of the SCTE Services.
28. **Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the SCTE Services must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.
29. **Use of Websites and Content outside of the United States.** SCTE makes no claims regarding access or use of the SCTE Services or SCTE Content outside of the United States. If you use or access the SCTE Services or SCTE Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as the Terms of Use.
30. **Social Media Non-Endorsement.** SCTE may provide opportunities for user interaction within its SCTE Services and on social media profiles on sites such as Facebook, Twitter, LinkedIn, Instagram, and various blogging sites. On those social media accounts, content and links to other Internet sites should not be construed as an endorsement of the organizations, entities, views, or content contained therein. SCTE is not responsible for content or links posted by others.
31. **Assignment.** SCTE may assign, transfer, and subcontract its rights and/or obligations under the Terms of Use without any notification to you. You are not

permitted to assign, transfer, or subcontract any of your rights and/or obligations under the Terms of Use.

32. **Electronic Communication.** You consent to receive electronic transactional communications from us. We may communicate with you by e-mail or by posting notices on applicable SCTE Sites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically in connection with the SCTE Services and SCTE Content satisfy any legal requirement that such communication be in writing.

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