

Fresh TV Terms of Use

As of August 26, 2017

Fresh TV Inc., Elliott Animation Inc., and its subsidiary and affiliate company (individually and collectively, “**Fresh**”, “**our**”, “**us**” or “**we**”) owns and maintains the www.fresh.tv, www.elliottanimation.com websites and applications (individually and collectively, the “**Website**”)

The following terms of use (the “**Terms**”) govern the Website, the Fresh Social Media Accounts, as defined below, and all content, services and products available therein. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE.

By accessing and using the Website, you consent to these Terms and acknowledge that it is subject to all applicable laws and regulations. Submission or collection of personal information through the Website is governed by our privacy policy, located at <http://www.elliottanimation.com/sites/elliottanimation.ssparked.com/files/FreshTVPrivacyPolicy.pdf> (the “**Privacy Policy**”). These Terms, together with the Privacy Policy, as they may be amended from time-to-time, constitute an agreement between the parties relating to the subject matter. If you do not agree to these Terms and/or the Privacy Policy, please do not use the Website or the Fresh Social Media Accounts.

Fresh reserves the right to modify these Terms at any time, with immediate effect, by posting on the Website revised Terms. You agree to periodically review the Terms to learn of such revised Terms. In addition, your use of the Website may also be subject to additional or different terms or conditions imposed by third parties in connection with other websites, products or services that you may access through the Website.

The Website is available only to persons who are 13 years of age or older and minors between the age of 13 and the age of majority in their province or territory of residence should use the Website under the supervision of their parent or legal guardian. As noted in our Privacy Policy, if we reasonably believe that someone under the age of 13 has provided us with personal information, we will make reasonable efforts to remove such personal information from our database.

Description of Website

The Website offers information about Fresh and the productions it produces. Fresh reserves the right, in its sole discretion, and for any reason, to modify, restricting, suspend, cancel, or discontinue any aspect of the Website, including, but not limited to, services, content, features or availability, without notice or penalty.

Safety Guidelines

These guidelines are for parents or guardians of children who use the Internet. Parents should be aware of what their children are doing online. Websites that we link to are reviewed to ensure they are safe for kids and parents to explore. However, we are not responsible for any content from third party websites (e.g., websites that we don't have control over). See section on Third Party Websites, below. Users of the Website should understand generally the risks involved in using the Internet.

Security

Fresh uses current industry-standard technology and security procedures to maintain the confidentiality and accuracy of the information you provide to us and to prevent against its loss or misuse, however no website is 100% secure or risk-free. By operating the Website, Fresh does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Fresh disclaims any responsibility for

any harm resulting from the use by visitors of the Website, use of its services, or from any downloading by those visitors of content posted there.

Third Party Websites

Fresh promotes its products or services on its official third party social media platforms (e.g., Fresh's Facebook page, or a Facebook page relating to one of its programs) (the "**Fresh Social Media Accounts**"). The Fresh Social Media Accounts are generally used as an extension of the Content posted on the Website and they are also intended to be platforms through which we can engage our loyal fans, answer relevant questions, provide updates and promote contests and events. These Terms apply to the content on Fresh Social Media Accounts, in addition to other terms of use and privacy policies of such social media platforms ("**Additional Terms of Use**"), which you should review. Without limiting the generality of the foregoing, Fresh reserves all rights to its social media channels, including but not limited to, (i) adding, removing, or modifying any content, (ii) blocking disruptive users; and (iii) discontinuing any of our social media channels at any time. To the extent there is any inconsistency between these Terms and the Additional Terms of Use, such Additional Terms of Use shall govern, but solely to the extent of any such conflict.

The Website may contain links to other websites that are not under the control of Fresh. Fresh has not reviewed, and cannot review, all of the material made available through the websites and webpages to which we link, or that websites that link to us. By linking to a non-Fresh website or webpage Fresh does not guarantee the accuracy, completeness, or usefulness of any content provided therein, nor does Fresh represent or imply that it endorses such website or webpage or any additional links. You are responsible for taking necessary precautions to protect yourself (and in the case of parent or legal guardian) from harmful or destructive content or computer viruses. Fresh disclaims any responsibility for any harm resulting from your or your child's use of non-Fresh websites and webpages. In addition, it is your responsibility to review, understand and comply with the appropriate privacy policies and terms of service of such linked websites.

Ownership and Restrictions on Use of Content

Unless otherwise noted, the Website, and all materials on the Website, and on Fresh Social Media Account pages including text, images, illustrations, designs, icons, photographs, video clips and other materials, and the copyrights, trademarks and/or other intellectual property in such materials (collectively, the "**Contents**"), are owned, controlled or licensed by Fresh and/or its affiliate or subsidiary companies. The Website and the Contents are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Website, retaining all copyright and other proprietary notices, for your personal use only. No right, title or interest in any downloaded Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the Contents. Modification of the Contents or use of the Contents for any other purpose is a violation of ours and/or third parties' copyright, trademark and/or other proprietary rights. Any commercial use of the Website is strictly prohibited. Without limiting any other rights or remedies Fresh may be entitled to, Fresh may terminate your access to and use of the Website or related services, including but not limited to, the Fresh Social Media Accounts, if you are determined to be an infringer of the copyright, trademark or other rights of Fresh or others.

Submissions

Fresh is delighted to hear from its loyal fans and welcomes your commentary regarding its programs or content. Fresh's company policy, however, prohibits us from accepting unsolicited creative ideas, suggestions or materials. The intent of this policy is to avoid the possibility of future disputes when projects developed by our employees, licensors or partners might seem similar to your submissions. Therefore, unless specifically requested by Fresh, you may not send and Fresh will not accept, consider or review any original creative materials such as scripts, stories, songs, or character ideas, screenplays, or artwork. While Fresh does value your feedback on the Website, on Fresh Social Media Account pages, or our programs, services and products, we request that you do not submit any creative ideas, suggestions or materials when submitting comments to us (unless specifically invited to by Fresh [e.g., as part of a contest]). With the exception of Interactive Content, as defined below, if despite the foregoing

request, you send us creative suggestions, ideas, notes, drawings, songs, concepts or other information (collectively, the “**Information**”) then by such action you have waived any and all proprietary rights which you may have in such Information. We shall not be liable for any use or disclosure of any Information. With the exception of Interactive Content, Fresh shall exclusively own all rights to the Information of every kind and nature throughout the world, shall be entitled to the unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, and the person who submitted the Information shall not be owed any compensation by Fresh.

Interactive Content

In order to make the Website and the Fresh Social Media Accounts more interactive and enjoyable for our fans, we may occasionally ask users to submit videos, photographs and/or written text (“**Interactive Content**”) for placement on the Website, on the Fresh Social Media Accounts to share with other users and the general public. If you submit Interactive Content to us on the Website or on the Fresh Social Media Accounts, you hereby grant us a limited, non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute the Interactive Content you submit, including but not limited to, the right to edit, display, distribute, and tag such Interactive Content, as well as the right to sublicense the Interactive Content to third parties, including other users, for use on other platforms. You represent and warrant that you own any such Interactive Content you submit, display, publish or post on the Website or on the Fresh Social Media Accounts, and otherwise have the right to grant the license set forth herein. You further represent and warrant that the displaying, publishing or posting of your Interactive Content, and our use thereof, does not and will not violate the privacy rights, personality rights, copyrights, trademark rights, contract rights or any other intellectual property rights or other rights of any person.

Jurisdictional Issues

Unless otherwise specified, the materials on the Website are presented solely for the promotion of programs, films and other products available in Canada, its provinces, territories, possessions and protectorates. We control and operate the Website from our offices within the Province of Ontario, Canada. We do not represent that materials on the Website are appropriate or available for use in other locations. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Termination

These Terms are effective until terminated by either party. You may terminate these Terms at any time by discontinuing your use of the Website or the Fresh Social Media Accounts. These Terms will terminate immediately with or without notice from Fresh if, in our sole discretion, you fail to comply with any term or provision of these Terms. You agree to use the Website and Fresh Social Media Accounts only for authorized and legal activities. Subject to applicable laws, Fresh reserves the right, in our sole discretion, to terminate the Website and/or Fresh Social Media Accounts (in whole or in part), with or without notice to you, and for any reason whatsoever. Provisions relating to disclaimers, representation and warranties, limitation of liabilities and indemnification shall survive termination for any reason.

Disclaimers of Warranties

The Website, including without limitation, all Contents, functions, materials and services, are provided “as is”. Fresh and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, warranties regarding accuracy of information, usefulness, data processing services or uninterrupted access, merchantability, fitness for a particular purpose, title and non-infringement. Neither Fresh nor its suppliers and licensors, makes any warranty that the Website or the functions, features or Contents or services contained therein will be timely, secure, error free, that any defects will be corrected or that access thereto will be continuous or uninterrupted. Fresh makes no warranty that the Website will meet user requirements, no advice, results or information obtained by Fresh or through the website will create any warranty not expressly stated herein. Fresh does not endorse, warrant or guarantee any content or services offered or provided by or on behalf of third parties on or through the Website. Fresh is not a party to, and does not monitor, any transaction between users and third party providers of content or services. You specifically acknowledge and agree that we and/or our affiliates are not liable for any defamatory, offensive or illegal conduct of any user. We also assume

no responsibility, and shall not be liable for any damages to, or viruses or other harmful components that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Website (including any Message Board) or the server that makes it available, or your downloading of any materials from the Website. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk. If you are dissatisfied with any of the materials contained in the Website our related pages on social media platforms, or with any of these Terms, your sole and exclusive remedy is to discontinue accessing and using the Website.

Limitation of Liability

IN NO EVENT SHALL FRESH, ITS AFFILIATES, LICENSORS, LICENSEES, SUPPLIERS OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE WEBSITE OR ANY PRODUCTION RELATED THERETO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, RELIANCE, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO, OR USE OF, OR INABILITY TO USE THE WEBSITE OR THE CONTENTS, OR THESE TERMS, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, HOWEVER SUCH DAMAGES OR LOSSES ARE CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. In no event shall Fresh's total liability to you if any for all damages, losses, and causes of action, whether in contract, tort (including without limitation negligence) or otherwise exceed the amount paid by you (if any) for accessing the Website. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages so the above limitation or exclusion may not apply to you.

Representations and Warranties

You represent and warrant that (i) your use of the Website and the Fresh Social Media Account will be in strict accordance with the Fresh Privacy Policy, with these Terms, any other applicable third party website terms and privacy policies, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, province, state, city, or other territory, regarding online conduct and acceptable content; (ii) your use of the Website or the Fresh Social Media Accounts will not infringe or misappropriate the intellectual property rights of any third party; (iii) you shall not impersonate or misrepresent your affiliation with any other party; (iv).you shall not upload, post, publish, transmit, reproduce, distribute or in any way exploit the Website or Fresh Social Media Account or any information or other material obtained therefrom for any purpose other than as expressly permitted by Fresh or by the provider of such content; (v) attempt to gain unauthorized access to the Website or the Fresh Social Media Accounts; (vi) you shall not harvest, collect or store information about users or content of this Website; (vii) You will not interfere with or attempt to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website through hacking, password or data mining, or any other means; and (viii) you will not use the Website for any inappropriate or malicious activity, as determined by Fresh in its sole and absolute discretion. Subject to applicable laws, Fresh reserves the right, in its sole and absolute discretion, to deny any user access to the Website (in whole or in part) or to the Fresh Social Media Accounts without prior notice if such user engages in conduct or activities that Fresh, in its sole discretion, believes violates any part of these Terms, violates the rights of Fresh or its agents, suppliers or other third parties, or is otherwise inappropriate for continued access.

Indemnification

You agree to defend, indemnify and hold harmless Fresh, its affiliates, contractors, licensors, licensees, and each of their respective directors, officers, employees and agents harmless from and against any and all claims, damages, costs and expenses, including reasonable legal fees, arising from or related to your use of the Website, the Contents and/or your breach of any representation, warranty, or other provision of the Terms.

Severability

If any provision of these Terms is determined to be invalid or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Governing Law and Arbitration

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Your use of the Website may be subject to other local, provincial, state, national, and international laws. Any dispute or claim between you and us relating to or arising out of the Website or these Terms (except for any disputes that qualify for Small Claims Court of Ontario) will be referred to and determined exclusively through binding confidential arbitration conducted in Toronto, Ontario, Canada. The arbitration will be held on an individual basis, before a single arbitrator and in accordance with the applicable Ontario arbitration statute. The arbitration will not be open to the public or media and all evidence discovered or submitted is confidential and may not be publicly disclosed, except as needed to

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