Visitor Agreement

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This website allows visitors to learn about certain products and services, and if you register, you can manage your account information and certain products and services that can be used and/or delivered through your account. Any use or access to the website by anyone under 18 years of age without parental consent is strictly prohibited and in violation of these terms. The website is not available to any users previously removed from the website by Layer3 TV. You may use the website only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

We may change the terms of this Agreement from time to time. By continuing to use the website after we post any changes, you accept and agree to this Agreement, as modified.

At certain places on this website there may be additional or other terms and policies that apply to your use of this website and the services on it. By using the website or those services, you agree to abide by those terms and policies. We may change those terms and policies from time to time. By continuing to use this website after we post any changes, you accept and agree to those terms and policies, as modified.

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continue to provide access to the original information and reports, as in an archive of news stories or blog postings, for example, we may not go back and change the original content to reflect new developments. If you’re looking for the most recent information on a given subject be sure you’re not looking at an out-of-date posting. Before you act on information you’ve found on our website, you should independently confirm any facts that are important to your decision. You also agree not to use this website for purposes of posting or transmitting any spam, solicitations, or marketing media related to non-Layer3 TV products or services.

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We welcome links to our website. You are free to establish hypertext links to this site so long as the links do not state or imply any affiliation, connection, sponsorship, or approval of you, your enterprise, or your site by Layer3 TV. We do not permit framing or inline linking to our website or any portion of it.

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We welcome any comments or questions you may have about this website or the Layer3 TV products and services. We ask that you limit your feedback to these items. Layer3 TV does not solicit, and does not want to receive, submissions containing products, service, or other business ideas, works, inventions, ideas for television programs or movies, or scripts of any kind. If we receive these submissions, we will deem them to be submitted on a non-confidential basis and they will become the sole property of Layer3 TV. Layer3 TV may, in its sole discretion, perpetually and irrevocably reproduce, use, publish, modify, disclose, distribute, or otherwise use these submissions in any way and for any purpose, without payment of a royalty or other compensation to you. All these uses by Layer3 TV shall be without liability or obligation of any kind to you. These uses may include, for example, use of the content of any of these submissions, including any works, marks or names, ideas, inventions, concepts, techniques, or know-how disclosed therein, for any purpose without any obligation to compensate the originator of such communications and without liability to that person.

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review our Privacy Policy to better understand what information is collected, and how that information will be used.

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You may need to register an account on the website to access certain products, services, tools, or resources on the website. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to enter the service under the name of, another person. Layer3 TV reserves the right to reject or terminate any user name that, in its judgment, it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify us of any known or suspected unauthorized use of your account.

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DMCA’s procedures with respect to a received counter-notification. In all events, you expressly agree that Layer3 TV will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send Layer3 TV a notification of claimed infringement to report alleged infringements of their works to:

Layer3 TV, Inc.
Attn: Chief Marketing Officer (DMCA Notifications)
1660 Wynkoop Street, Suite 800
Denver, Colorado 80202

With a copy to:
Attn: Office of the General Counsel (DMCA Notifications)
1660 Wynkoop Street, Suite 800
Denver, Colorado 80202

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Layer3 TV, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

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**Indemnification**
You agree to indemnify and hold harmless Layer3 TV, its suppliers, partners, and affiliates and all of their respective officers, directors, employees, agents, licensors, suppliers, and any third-party information providers against all actions, lawsuits, fines, penalties, judgments, claims, losses, expenses, damages, and costs (including reasonable attorney fees) resulting from any breach of this Agreement or use of this website by you, including, without limitation, such costs and expenses incurred by Layer3 TV, its owners, suppliers, partners, or affiliates in connection with such party’s
defense thereof. Your indemnification obligation shall survive the termination of this Agreement. At our election, we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with Layer3 TV in connection with our defense.

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This Agreement, including those terms hyperlinked and incorporated herein and/or otherwise set forth on our website in connection with the contents therein, constitutes the entire agreement between Layer3 TV and you regarding the subject matter hereof. You agree that Layer3 TV may freely assign or otherwise transfer (e.g., sell) your assent to this Agreement without your prior consent and any and all information collected in connection with your use of this website or submitted in connection with your application and/or registration for products or services, but you may not assign or otherwise transfer any agreement(s) with us without first obtaining our prior written consent.

This Agreement has been made in and shall be construed in accordance with the laws of the State of Colorado, without giving effect to its conflict of law provisions. By using this website, you agree and hereby consent to the exclusive jurisdiction of the state and federal courts in Denver, Colorado, in all disputes arising out of or relating to this Agreement or this website. If any provision in this Agreement is declared to be illegal, invalid, or is otherwise in conflict with any law, then such provision will automatically be considered modified to the minimum extent necessary to make such provision legal, binding, and no longer in conflict with such law, without affecting the validity of any other provision herein, and any and all other provisions will remain in full force and effect to the fullest extent permitted by law.

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