

myplayer Media Portal - Terms and Conditions

These **myplayer** Terms and Conditions (“Terms”) govern your use of the myplayer Media Portal and any press assets, including but not limited to photographic, video or other audio-visual materials, myplayer trademarks, logos, trade names, service marks, service names, or other distinctive features owned by myplayer (“myplayer Assets”), made available via the myplayer Media Portal, located at, myplayer.uk or other myplayer website, or otherwise from myplayer; and you (“You”) agree to be bound by these Terms. In the event of any conflict between these Terms and any applicable written agreement between You and myplayer, the written agreement shall prevail.

Your Rights To Use myplayer Assets

myplayer grants You a limited, non-exclusive, revocable, non-sublicensable and non-transferable license to display the myplayer Assets in accordance with these Terms. All use by You of the myplayer Assets (including any goodwill associated therewith) shall inure to the benefit of myplayer. You agree that You shall not challenge, or assist others to challenge, the myplayer Assets or the registration or ownership thereof by Myplayer (except to the extent such restriction is prohibited by applicable law), or attempt to register any myplayer Assets or other names, logos, marks, or materials (including domain names) that are confusingly similar in any way (including but not limited to, sound, appearance and spelling) to any myplayer Assets. The myplayer Assets are provided "as is" and myplayer disclaims all express and implied warranties, including warranties of noninfringement. myplayer shall not be liable to You under any theory of liability for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages arising out of the myplayer Assets or Your use thereof. This limitation shall apply even if myplayer was advised of, or should have been aware of, the possibility of such damages. Some jurisdictions do not allow certain exclusions or limitations; in such jurisdictions, the exclusions and limitations stated in these Terms shall apply to You to the maximum extent permitted by law. Nothing herein grants You any right, title or interest in or to the myplayer Portal Assets.

Requirements

All uses of the myplayer Portal Assets must conform to the myplayer Brand Guidelines. Please use our contact form, on the website if you require clarification. You must not use any myplayer assets, unless You have prior written permission from myplayer:

No Modification. The myplayer Assets must be used as provided by myplayer with no modifications. Do not remove, distort or alter any element of the myplayer Assets or change any colors. Do not shorten, abbreviate, or create acronyms out of the myplayer Assets.

No Generic Use. Do not use myplayer Assets in a way that suggests a common, descriptive, or generic meaning.

No Plural or Possessive Use. Do not use the myplayer Assets in the plural or possessive form.

No Incorporation. Do not incorporate myplayer Assets into Your own product name, service names, trademarks, logos, company names, domain names, website titles, publication titles, or the like, unless expressly permitted by myplayer.

No confusingly similar marks. Do not use the myplayer Assets, including any myplayer trademark, in a manner that might create confusion about the ownership of the myplayer Assets.

No confusing source. Do not use the myplayer Assets, including any myplayer trademark, in a manner that implies that myplayer is the source of Your products or service, or that otherwise might create confusion about the source of the myplayer Assets.

Domain names. Do not register the myplayer Assets, including any myplayer trademark, as domain names or as any part of a domain name.

Trade dress. Do not copy or imitate myplayer's website design, typefaces, distinctive color, style, graphic designs, or imagery.

Endorsement. Do not display the myplayer Assets in any manner that (i) overstates Your relationship with myplayer; (ii) implies that You have a relationship or affiliation with myplayer; (iii) implies You sponsored or endorsed by myplayer; (iv) implies that any content has been authorized by myplayer; or (v) represents the views or opinions of myplayer or myplayer personnel unless You have prior written permission from myplayer to do so.

Prominence. Do not display the myplayer Assets in a manner that makes it the most distinctive or prominent feature on Your web page, printed material, or other content without express written permission from myplayer to do so.

Violation of Law. Do not display the myplayer Assets on any website that contains, displays, or promotes pornography or like adult content, or gambling, the sale of tobacco or alcohol, to persons under twenty-one (21) years of age. Do not display the myplayer Assets on any website that promotes firearms, without the prior written permission of myplayer.

Objectionable Use. Do not display the myplayer Assets in a manner that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to myplayer.

Broadcast. The myplayer Assets may not be used in television, film, or video without myplayer's prior written permission.

Book or Other Publication Titles. The myplayer Assets may not be displayed in titles of publications, including books, without myplayer's prior written permission.

Merchandise. The myplayer Assets may not be used or displayed in or on merchandise or manufactured items of any kind without myplayer's prior written permission.

Credit Line: You will reproduce all credit line information provided for the myplayer Assets.

myplayer's Rights

myplayer will interpret Your compliance with these Terms in its sole discretion. myplayer may modify or terminate Your permission to display or use the myplayer Assets at any time. myplayer may take action against any use of the myplayer Assets that does not comply with these Terms or written permission from myplayer, infringes any myplayer owned or licensed intellectual property or other right, or violates applicable law.

General Provisions

You may not assign Your rights or delegate Your obligations under these Terms without myplayer's prior written consent. These Terms do not create any rights in any third party. These Terms will be governed and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The venue for any dispute or claim shall be Santa Clara County, California. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other. myplayer's waiver of breach of any provision of these Terms shall not be deemed to be a waiver of the Terms themselves. If any

provision of these Terms is held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be changed and interpreted so as best to accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms shall remain in full force and effect.