

Terms of Service

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Welcome to The Strive Network a product of Seastar Labs Inc. Strive applications, platform, web site (StriveNetwork.tv), and any other web sites, mobile applications, or services operated or produced by Seastar Lab Inc. (collectively, "The Strive Platform"). Strive values the privacy of the users, subscribers, publishers, editors, members, and others who visit and use The Strive Platform (collectively or individually, "You" or "Users").

The following Terms of Service for the Service is a legal contract between you, an individual user of at least 13 years of age or a single entity ("You" or, collectively, "Users"), and Strive regarding your use of the Service.

ACCEPTANCE OF TERMS OF USE

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF SERVICE. BY REGISTERING FOR, ACCESSING, BROWSING, DOWNLOADING FROM, PURCHASING FROM OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY AND ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SERVICE. USE OF OUR MOBILE APPLICATIONS IS ALSO SUBJECT TO THESE TERMS ANY ADDITIONAL TERMS OR END USER LICENSE AGREEMENT INCLUDED WITH THOSE APPLICATIONS.

IF YOU ARE USING OR OPENING AN ACCOUNT WITH STRIVE ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION (COLLECTIVELY, A "SUBSCRIBING ORGANIZATION") THEN YOU REPRESENT AND WARRANT THAT YOU: (I) ARE AN AUTHORIZED REPRESENTATIVE OF THAT SUBSCRIBING ORGANIZATION WITH THE AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS; (II) HAVE READ THESE TERMS; (III) UNDERSTAND THESE TERMS, AND (IV) AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH SUBSCRIBING ORGANIZATION.

1. Eligibility.

The Service is not available to persons under the age of 13 or to any users previously suspended or removed from the Service. Strive is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Service are responsible for supervision of that access. When you register a Strive account for your child or allow your child to register his or her own Strive account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children accessing the Service. By allowing access to your child, you also give your child permission to access many areas of the Service. Accordingly, as the legal guardian, it is your responsibility to determine whether the content is appropriate

for your child. BY DOWNLOADING, INSTALLING, PURCHASING FROM OR OTHERWISE USING THE SERVICE, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE.

2. Privacy Policy.

Your privacy is important to Strive. Strive's Privacy Policy is hereby incorporated into these Terms by reference. Please read this notice carefully for information relating to Strive's collection, use, and disclosure of your personal information.

3. Modification of these Terms.

Strive reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms periodically for changes. Your continued use of the Service after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective thirty days after they are initially posted on the Service. We will always make a reasonable effort to notify you if we do change these Terms.

4. Digital Millennium Copyright Act.

Please note that since we respect artist and content owner rights, it is Strive's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. Please note that Strive will promptly terminate without notice any User's access to the Service if that user is determined by Strive to be a "repeat infringer." A repeat infringer is a User who has been notified by Strive of infringing activity violations more than twice and/or who has had their Strive Content or any other user-submitted content removed from the Service more than twice. In addition, Strive accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

5. Strive Service and Strive Content License Grant.

5.1 License Grant to Upload or Stream.

Strive allows certain users ("Members") to distribute streaming live and pre-recorded videos. If you sign up for an account as a Member, subject to your compliance with the terms and conditions set out in these Terms, Strive hereby grants to you a personal, limited, non-exclusive, non-transferable, freely revocable license to use the Service for the uploading and distributing of digital content, including videos ("Strive Content").

Content is uploaded at your own risk. Notwithstanding any obligations hereunder of Strive to protect Strive Content, Strive cannot guarantee that there will be no

unauthorized copying or distribution of Strive Content nor will Strive be liable for any copying or usage of Strive Content not authorized by Strive.

5.2 License Grant to View by Streaming or Clipping.

If you sign up for an Account, subject to your compliance with these Terms, Strive hereby grants to you a personal, limited, non-exclusive, non-transferable, freely revocable license to view by streaming Strive Content solely through the Service subject to the license under which such Strive Content is distributed.

Strive reserves the right to charge Members a fee to clip, mix or download Strive Content. If you have paid for the right to clip, mix or download Strive Content, and subject to your compliance with the terms and conditions set out in these Terms, Strive hereby grants to you a limited, non-exclusive, non-transferable, freely revocable license to use such Strive Content for personal, non-commercial purposes, subject to the license under which such Strive Content is distributed. You are solely responsible for determining whether such use of Strive Content requires the consent of any other person or the license of any additional rights (for example, rights of publicity, consents and releases from persons depicted in Strive Content). STRIVE MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO STRIVE CONTENT.

The use of the Service, including video events, tools and features made available through the Service, is solely for your personal and non-commercial use. Your use of any feature on the Service that enables clipping and sharing of Strive Content from the Service and/or use of Strive Content may be implemented only through the tools provided for such feature without any copying of Strive Content, and is strictly for personal use and may not be used to distribute, syndicate or share with others via any commercial site, service or page. Other terms may be posted with and apply to use of such features.

Strive Content features students and certain Strive Content is produced by broadcasting schools and their students. As such, Strive Content and the Service are intended to be suitable for a general audience, including students and their friends and family members. Strive requires a socially appropriate level of decorum in your use and sharing of Strive Content. You agree to not use Strive Content in any manner that could incur liability for, damage, embarrass, or libel Strive, its affiliates, advertisers, or the creator of Strive Content.

5.3 Reservation of Rights.

Strive reserves all rights not expressly granted in these Terms.

5.4 Prevention of Unauthorized Use.

Strive reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the Service and Strive Content, including, but not limited to, technological barriers, IP mapping, and directly contacting your Internet Service Provider (ISP) regarding such unauthorized use. You agree not to distribute in any medium any part of the Service or Strive Content without written authorization, unless Strive makes available the means for such distribution through functionality offered by Strive (such as the embeddable player or embeddable scoreboard). Strive provides the ability to embed content on other sites for non-commercial purposes only. Strive provides this content through embed codes. Any use of Strive embed codes for commercial purposes is strictly prohibited. If you would like to use our embeds for commercial purposes contact support@strivenetwork.tv. If you use our embed codes on your website, you may not modify, build upon, or block any portion or functionality of Strive embeddable content, including but not limited to links back to Strive website. You agree not to access content through any technology or means other than the video playback pages of Strive or other explicitly authorized means Strive may designate.

6. Strive Broadcast Program Terms

Strive Broadcast Program consists of the authorized streaming, uploading, distribution and management of video content, channels, and followers over the Internet with an opportunity to generate revenue from such activities. (collectively "Broadcast Program") If you request and are approved to be a school admin, school broadcaster or broadcaster under our Broadcast Program you agree to the following additional terms.

6.1 Streaming Platform

You agree to use Strive Streaming Platform for live streaming, uploading, distribution and management of video content, channels, and followers over the Internet.

6.2 Cost

Strive agrees to provide a basic streaming platform at no cost to you but reserves the right to restrict and charge fees for high quality and HD streaming, hosting videos, downloading videos, creating highlight clips, making highlight reels and any other feature.

6.3 Broadcast Equipment

You agree to provide / lease all necessary broadcast equipment and Internet connection.

6.4 Scheduling

You agree to use your best efforts to schedule broadcasts in advance.

6.5 Promotion

You agree to use your best efforts to promote the broadcasts by utilizing your website, email, in-school announcements, event banners and public address announcement at the event.

6.6 Advertising

You agree that Strive and/or you may sell advertising sponsorships for your school's Strive and related events appearing on Strive platform. All advertisements will strictly adhere to Strive advertising guidelines.

6.7 Advertising Sales Program and Revenue Share

Strive Advertising Sales program is primarily intended for Strive Advertising Sales team to sell sponsorships of your Strive and events. The revenue generated from this program is allocated 100% to Strive to cover the cost of the streaming platform. Strive does provide a program for you to sell sponsorships in addition to what is sold by Strive Advertising Sales team.

Strive agrees to provide the advertising sales, support and revenue share as follows: Strive provides you the ability to contact local businesses in addition to Strive Advertising Sales team. In this case, your advertising sales team will call on local business and sponsorships for your Strive and events. The sponsorship packages and rates available to sell will be detailed on our Strive sponsor package page. Your advertising sales team will obtain a signed insertion order and send to support@strivenetwork.tv.

6.8 Billing

Strive will bill you for all your data usage monthly in addition to any monthly leasing payments. The invoice will be due upon receipt.

6.9 Reservation of Rights

Strive reserves all rights not expressly granted in this Terms of Broadcast Program including the ability to charge you fees for high quality streaming, hosting of videos, archiving videos, generating highlight clips, generating highlight reels or other features Strive deems necessary to cover the cost of its streaming platform. In addition, Strive reserves the right charge users a fee to watch, stream, clip, mix or download your video, charge users a fee to experience Strive without any advertising or from any other feature Strive deems necessary to cover the cost of its streaming platform.

6.10 Permissions

You acknowledge you have the express written consent of the school, tournament, event or any other rights holder's permission to all content provided.

6.11 Modifications

Strive reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Your continued use of Strive Broadcast Program after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective thirty days after they are initially posted on Strive Broadcast Program. We will always make a reasonable effort to notify you if we do change these Terms.

6.12 Termination

You agree that Strive, in its sole discretion, for any or no reason, and without penalty, may terminate your access to Strive Broadcast Program and remove and discard all or any part of your account or Strive Content, at any time. Strive may also in its sole discretion and at any time discontinue providing access to Strive Broadcast Program, or any part thereof, with or without notice. You agree that any termination of your access to Strive Broadcast Program or any account you may have or portion thereof may be effected without prior notice, and you agree that Strive will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Strive may have at law or in equity. As discussed herein, Strive does not permit copyright infringing activities on Strive Broadcast Program, and will terminate access to Strive Broadcast Program, and remove all Strive Content or other content submitted by any Users who are found to be repeat infringers.

6.13 Remedy

Your only remedy with respect to any dissatisfaction with (i) Strive Broadcast Program, (ii) any term of this Terms of Broadcast Program, (iii) any policy or practice of Strive in operating Strive Broadcast Program, or (iv) any content or information transmitted through Strive Broadcast Program, is to terminate this Terms of Broadcast Program and your account. You may terminate this Terms of Broadcast Program at any time by discontinuing use of any and all parts of Strive Broadcast Program.

7. Strive Content License Grant; Representations and Warranties.

7.1 License Grant to Strive.

Unless otherwise agreed to in a written agreement between you and Strive that was signed by an authorized representative of Strive:

- a) By distributing or disseminating Strive Content through the Service, you hereby grant to Strive a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, license to host, transfer, display, perform, reproduce, distribute, compress or convert for streaming, and otherwise exploit your Strive Content, in any media formats and through any media channels, in order to publish and promote such Strive Content in connection with services offered or to be offered by Strive. Such license will apply to any form, media, or technology now known or hereafter developed.
- b) Subject to section 7.2, below, the foregoing license granted by you terminates as to a specific piece of Strive Content once you remove or delete such Strive Content from the Service.

7.2 License Grant to other Strive users.

By distributing or disseminating Strive Content through the Service, you hereby grant to each User of the Service that is authorized to access your Strive Content a perpetual, personal, non-commercial, non-transferable, non-exclusive license to access and view your Strive Content, including by way of clipping, mixing or downloading so long as such use is compliant with the terms and conditions of these Terms.

7.3 Strive Content Representations and Warranties.

You are solely responsible for your Strive Content and the consequences of posting or publishing such content. By uploading and publishing your Strive Content, you affirm, represent, and warrant that:

1. You are the creator and owner of or have the necessary licenses, rights, consents, releases and permissions to use and to authorize Strive and Strive's Users to use your Strive Content as necessary to exercise the licenses granted by you in this section and in the manner contemplated by Strive and these Terms;
2. Your Strive Content does not and will not:
 - a. Infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, or
 - b. Slander, defame, or libel any other person;
3. Your Strive Content does not contain any viruses, adware, spyware, worms, or other malicious code. Violators of these third-party rights may be subject to criminal and civil liability. Strive reserves all rights and remedies against any Users who violate these Terms.

7.4 Strive Content Disclaimers.

You understand that when using the Service you will be exposed to Strive Content from a variety of sources, and that Strive is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such Strive Content. You further understand and acknowledge that you may be exposed to Strive Content that are inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Strive with respect thereto. Strive does not endorse any Strive Content or any opinion, recommendation or advice expressed therein, and Strive expressly disclaims any and all liability in connection with Strive Content. If notified by a User or a content owner of Strive Content that allegedly does not conform to these Terms, Strive may investigate the allegation and determine in its sole discretion whether to remove Strive Content, which it reserves the right to do at any time and without notice. For clarity, Strive does not permit copyright infringing activities on the Service.

8. Prohibited Conduct.

BY USING THE SERVICE YOU AGREE NOT TO:

8.1 Use the Service for any purposes other than to disseminate or receive original or appropriately licensed content and/or to access the Service as such services are offered by Strive;

8.2 Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined in section 12, below);

8.3 Post, upload, or distribute any defamatory, libelous, or inaccurate Strive Content or other content;

8.4 Post, upload, or distribute any Strive Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, invasive of another's privacy, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

8.5 Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Service accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Service, or perform any other similar fraudulent activity;

8.6 Delete the copyright or other proprietary rights on the Service or Strive Content;

8.7 Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Service. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

8.8 Use the Service for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

8.9 Defame, harass, abuse, threaten or defraud Users of the Service, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.10 Use the Service if you are under the age of thirteen (13) years old;

8.11 Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service or Strive Content, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service or Strive Content;

8.12 Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.13 Modify, adapt, translate or create derivative works based upon the Service or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.14 Intentionally interfere with or damage operation of the Service or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

8.15 Relay email from a third party's mail servers without the permission of that third party;

8.16 Use any robot, spider, scraper, or other automated means to access the Service for any purpose or bypass any measures Strive may use to prevent or restrict access to the Service;

8.17 Manipulate identifiers in order to disguise the origin of any Strive Content transmitted through the Service; or

8.18 Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

9. Account

When you use the Service to upload and/or download or purchase content or any products, services, or information from Strive, you may be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to Strive on registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify Strive. You may be liable for the losses incurred by Strive or others due to any unauthorized use of your account.

10. Third-Party Sites, Products and Services; Links.

The Service may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Strive does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

11. Termination; Terms of Service Violations.

11.1 Strive.

You agree that Strive, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) you may have with Strive or your use of the Service and remove and discard all or any part of your account, User profile, and any Strive Content, at any time. Strive may also in its sole discretion and at any time discontinue providing access to the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service or any account you may have or portion thereof may be effected without prior notice, and you agree that Strive will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Strive may have at law or in equity. As discussed herein,

Strive does not permit copyright infringing activities on the Service, and will terminate access to the Service, and remove all Strive Content or other content submitted by any Users who are found to be repeat infringers.

11.2 Remedy.

Your only remedy with respect to any dissatisfaction with (i) the Service, (ii) any term of these Terms, (iii) any policy or practice of Strive in operating the Service, or (iv) any content or information transmitted through the Service, is to terminate your account and discontinue your use of the Service.

11.3 Strive Content.

Subject to section 7.2 above, if you notify Strive by submitting email to support@strivenetwork.tv. Strive will discontinue prospective hosting and distribution of your Strive Content.

12. Ownership; Proprietary Rights.

The Service is owned and operated by Strive. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, services, and all other elements of the Service provided by Strive (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any Strive Content that are provided and owned by Users, all Materials contained on the Service are the property of Strive or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Strive or its affiliates and/or third-party licensors. Except as expressly authorized by Strive, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Strive reserves all rights not expressly granted in these Terms.

13. Indemnification.

You agree to indemnify, save, and hold Strive, its affiliated companies, successors, assigns, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, Strive Content, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. Strive reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Strive, and you agree to cooperate with Strive's defense of these claims. Strive will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

14. Disclaimers; No Warranties.

14.1 No warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STRIVE, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STRIVE OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 14, THE TERM STRIVE INCLUDES STRIVE'S PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

14.2 "As is" and "As available" and "With All Faults".

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE AND STRIVE CONTENT IS AT YOUR SOLE RISK. THE SERVICE AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, CONTENT (INCLUDING STRIVE CONTENT), REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

14.3 Service Operation and Strive Content.

STRIVE, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SERVICE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

14.4 Accuracy.

STRIVE, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

14.5 Harm to Your Computer.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH STRIVE

PLATFORM OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

14.6 Uploaded Content.

THE SECURITY MEASURES TO PROTECT STRIVE CONTENT USED BY STRIVE HEREIN ARE USED IN CONJUNCTION WITH STRIVE CONTENT "AS-IS" AND WITH NO ASSURANCES THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

15. Limitation of Liability and Damages.

15.1 Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL STRIVE OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS (INCLUDING STRIVE CONTENT) ON STRIVE PLATFORM OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH STRIVE, EVEN IF STRIVE OR AN AUTHORIZED REPRESENTATIVE OF STRIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Limitation of Damages.

IN NO EVENT WILL STRIVE OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF STRIVE PLATFORM OR YOUR INTERACTION WITH OTHER STRIVE PLATFORM USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING STRIVE PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

15.3 Reference Sites.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN STRIVE AND RECEIVED THROUGH OR ADVERTISED ON STRIVE PLATFORM OR RECEIVED THROUGH ANY REFERENCE SITES.

15.4 Basis of the Bargain.

YOU ACKNOWLEDGE AND AGREE THAT STRIVE HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND STRIVE, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND STRIVE. STRIVE WOULD NOT BE ABLE TO PROVIDE STRIVE PLATFORM TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

15.5 Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THIS TERMS OF SERVICE APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

16. United States Export Controls.

You agree to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any software, technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained with respect to the countries specified in the applicable United States Export Administration Regulations (or any successor supplement or regulations). The transfer of certain technical data and commodities may require a license from an agency of the United States government and/or written assurances by you that you will not export such software, technical data or commodities to certain foreign countries without prior approval of such agency. Your rights under these Terms are contingent on your compliance with this provision.

17. Miscellaneous.

17.1 Notice.

Strive may provide you with notices, including those regarding changes to Strive's terms and conditions, by email, regular mail or postings on the Service. Notice will be deemed given twenty-four hours after email is sent, unless Strive is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Service. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Service is deemed given 30 days following the initial posting.

17.2 Waiver.

The failure of Strive to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Strive.

17.3 Governing Law.

These Terms will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles of conflicts of law.

17.4 Jurisdiction.

You agree that any action at law or in equity arising out of or relating to these Terms or Strive will be filed only in the state or federal courts in the home jurisdiction of Strive corporate offices, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

17.5 Severability.

If any provision of these Terms or any guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

17.6 Assignment.

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Strive without restriction. Any assignment attempted to be made in violation of this Terms of Service shall be void.

17.7 Survival.

Upon termination of these Terms, any provision, which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, sections 5 and 7-17.

17.8 Headings.

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

17.9 Entire Agreement.

This is the entire agreement between you and Strive relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms made by Strive as set forth in section 3 above.

17.10 Claims.

YOU AND STRIVE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO STRIVE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17.11 Disclosures.

The services are offered by Seastar Labs Inc. located at: 185 Hudson Street, Plaza V, Jersey City NJ 07310 and email: support@strivenetwork.tv. If you are a New Jersey resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.