

**JOE HAND PROMOTIONS, INC.**  
**TERMS AND CONDITIONS**

The following terms and conditions (these “*Terms*”) shall apply to all registered accounts “Customer” for the electronic purchase of premium content from Joe Hand Promotions, Inc., a Pennsylvania corporation (“*JHP*”). For purposes of these Terms, the electronic purchases shall be referred to as the “*PO*”.

**1. Programs.** For purposes of these Terms, “*Program*” or “*Programs*” means the program or programs ordered by Customer from JHP under the PO.

**2. Conflict in Terms.** The PO consists of the following documents, listed in their order of priority in the event of a conflict in the language thereof: the PO; these Terms; and, if applicable, any exhibits or schedules incorporated into the PO.

**3. Term.** These Terms shall continue and shall govern all orders placed by Customer with JHP unless otherwise set forth in the PO or superseded by another agreement in writing.

**4. Payment.** Customer agrees to pay in full all amounts due under the PO as set forth in the applicable PO. Customer acknowledges and agrees that amounts owed by Customer to JHP for a Program will be charged against Customer’s credit card upon submission of payment. Customer shall be solely responsible for any and all sales or similar taxes applicable to Customer’s purchase of Programs hereunder. Customer agrees to pay all reasonable costs and expenses, including, but not limited to, reasonable attorney fees, bank charges, expenses, court costs and service charges, incurred by JHP in collecting any payment.

**5. License Grant.** Subject to the terms and conditions hereof and of the PO and JHP’s receipt of all payments due under the PO, JHP hereby grants to Customer a non-exclusive, non-transferable license to promote the broadcast of the Programs and to broadcast the Programs (including, without limitation, all images, video, music, advertisements and other content a part thereof or included therein) to patrons solely *inside* Customer’s commercial establishment (with the Program not visible from outside the walls of the commercial establishment). In connection with Customer’s promotion of the broadcast of the Programs, Customer hereby agrees that it shall only use advertisements and artwork provided, or previously approved in writing, by JHP. Except as expressly provided herein or in the PO, Customer will not sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Programs by making them available to any third party.

**6. Technology.** Customer is responsible for providing the technical ability to receive the signal for each Program. Customer hereby agrees to (i) test its own cable, satellite, and/or Internet Protocol Television receiver (collectively, the “*Equipment*”) to determine that the Equipment is in working condition upon execution of a Purchase Order and again prior to each and every telecast of a Program, and (ii) test the delivery and signal of each Program telecast at least three (3) hours prior to the applicable telecast. The Customer acknowledges that some Programs may not be available through all distribution channels and JHP reserves the right, in its sole discretion, to distribute the Programs by the method(s) of its choice. In no event shall JHP be liable to the Customer in the event of Equipment failure, failure of the Customer to provide for the technical ability to receive the signal for a Program, or the Customer failing to provide JHP with an adequate distribution channel to receive a Program. If Customer is unable to access or receive the Program due to a reason outside of the fault of Customer, and Customer provides JHP written evidence of same, then JHP may, in its sole and absolute discretion, refund Customer the price paid for such Program.

**7. Indemnification.** To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless JHP against any and all losses, claims, damages and expenses (including attorneys’ fees)

arising out of or related to (i) the Customer’s breach of the PO or these Terms, or (ii) the Customer’s (including its employees’ and independent contractors’) misuse and/or modification of the Programs.

**8. Limitation of Liability.** Except as expressly provided herein, to the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect, special, punitive, liquidated or consequential damages of whatever nature or any lost profits (whether direct or indirect), loss of income, delay damages, loss of business or contract, loss of anticipated savings, or loss of goodwill, howsoever caused.

**9. Piracy.** The Customer acknowledges that the broadcasting or exhibiting of the Programs in a commercial establishment without first obtaining the proper commercial rights is prohibited by law. The Customer agrees to immediately inform JHP of any suspected commercial piracy by emailing JHP at [Piracy@JoeHandPromotions.com](mailto:Piracy@JoeHandPromotions.com) and providing sufficient detail of the suspected violation so that JHP may investigate. The provision of notice of such a violation may be done anonymously. Customer agrees to reasonably cooperate with JHP in further investigating or bringing an action with respect to any suspected commercial piracy.

**10. Confidentiality.** These Terms and the all POs, the terms and conditions herein and therein, and all non-public information provided by JHP to Customer, shall remain strictly confidential and Customer shall not disclosure such information to any third party or use such information for any reason other than as permitted pursuant to these Terms and an applicable PO.

**11. Entire Agreement; Amendment.** These Terms, together with the PO and any exhibits or schedules incorporated into the PO, if applicable, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous communications, whether written or oral, relating to the subject matter hereof. Any waiver, amendment or other modification of any provision of these Terms or the PO or any termination of these Terms or the PO shall be effective only if in writing and signed by each of the parties. If the Customer desires to purchase an additional Program from JHP, the Customer and JHP shall enter into a new program purchase order governing such purchase. The PO may not be assigned by either party without the prior written consent of the other party; provided, however, that JHP may freely assign the PO connection with the merger, sale or all or substantially all of the capital stock or assets, or similar transaction of JHP.

**12. Formal Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be either (i) sent by registered or certified mail, return receipt requested, (ii) sent by a recognized qualified overnight delivery service, or (iii) sent by electronic mail.

**13. Consent to Correspondence.** Notwithstanding any current or prior election to opt in or opt out of receiving correspondence from JHP, Customer expressly consents to be contacted by JHP or its agents, representatives, or affiliates for any and all purposes arising out of or relating to these Terms, any PO, or any marketing communications of JHP, whether via phone, mail, fax, email, text messages or any method.

**14. Miscellaneous.** JHP is an independent contractor of the Customer in the performance of the PO. To the fullest extent permitted by law, no waiver by either party of any default shall be deemed a waiver of any subsequent default. These Terms and the PO shall be governed by the laws of the Commonwealth of Pennsylvania, and any claims arising under these Terms or the PO shall be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.

  
Stephen Jeffers (Dec 2, 2022 11:19 EST)

# JHP Terms of Service 10-28 edited for AP

Final Audit Report

2022-12-02

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 Agreement completed.

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