

# Terms of Service

Thanks for using our services (“Services”). The Services are provided by Wenatchee Valley Community Television, Apple Valley TV, Quincy Valley TV located at 205 First Street, Wenatchee, WA 98801, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

## Using our Services

You must follow any policies made available to you within the Services.

Don’t misuse our Services. You may use our Services only as permitted by law, Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. For use of our Services, we charge a Annual Membership/Maintenance/Operations fee of \$60 per household. We are a “Community Service Dependent on Viewer Support”. The fee’s collected are considered a “Donation” under IRS Code 501c4 and are NOT tax deductible. Our Services display some content that is not Wenatchee Valley Community Television. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates FCC Rules, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content continuously, so please don’t assume that we do.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

## Your Content in our Services

Some of our Services allow you to submit content or grant us permission to use data from your own website. When you upload or otherwise submit content to our Services, you give Wenatchee Valley Community Television, (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

## **Our Warranties and Disclaimers**

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER WENATCHEE VALLEY COMMUNITY TELEVISION NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS". SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## **About Software in our Services**

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings. Wenatchee Valley Community Television gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Wenatchee Valley Community Television as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Wenatchee Valley Community Television, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

## **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities, channels or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, although we'll be sorry to see you go. Wenatchee Valley Community Television may also stop providing Services without notice.

## **Business uses of our Services**

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Wenatchee Valley Community Television and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees. Commercial use of our services for profit or non-profit, re-broadcasting, re-distribution of Services is strictly prohibited without the written broadcast consent of Wenatchee Valley Community Television. The annual dues for broadcast consent is \$60 for the first television and \$12 for each of up to 5 additional sets, and \$6 for each additional set over the first 6. As an example a hotel, motel, or apartment complex with 20 units plus an office TV would be charged \$210 a year. This rate is compliant with RCW 36.95.090 and RCW 36.95.100.

## **About these Terms**

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict. These terms control the relationship between Wenatchee Valley Community Television and you. They do not create any third party beneficiary rights. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

## **Liability for our Services**

WHEN PERMITTED BY LAW, WENATCHEE VALLEY COMMUNITY TELEVISION, AND WENATCHEE VALLEY COMMUNITY TELEVISIONS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.