Terms of Use Agreement

By using the websites ("Sites") of OmniCable, LLC, you are agreeing on behalf of yourself, as well as any employees or agents whom you authorize to use our Sites, to the following "Terms":

- 1. **PERMITTED USE.** You are granted permission to view, electronically copy and to print (in hard copy) the material and content that is available on this Sites, including all (i) OmniCable's domain names, (ii) any registered and unregistered OmniCable trademarks, logos and service marks used and displayed on this Sites, (iii) information, configurations, displays, images, screens appearing on or displayed in connection with the Sites provided by OmniCable ("OmniCable Content"), (iv) product information, displays, images, screens appearing on or displayed in connection with the Sites provided by OmniCable's business partners (the "Partner Content"), all of which is provided as a service to our collective business partners and may be used for informational purposes only (the "Authorized Purposes"). You are agreeing to follow these Terms and all applicable laws and regulations that may govern the Sites. You agree to indemnify and hold OmniCable and its officers, directors, owners, affiliates, subsidiaries, parent, employees, agents, successors and assigns harmless from any loss, liability or expense of any nature (including reasonable attorneys' fees) that result directly or indirectly from your use of our Sites inconsistent with these Terms or from your failure to comply with any other provisions of these Terms. We may terminate your use of our e-commerce Sites at any time based upon OmniCable's sole discretion.
- 2. ACCESS AND INTERFERENCE. You agree that you will not use any robot, spider, other automatic devices, or manual process to monitor or copy the web pages or other Content or use the Content for any other unauthorized purpose without OmniCable's prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Sites. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the software and hardware infrastructure relating to the Sites.
- 3. **OWNERSHIP, TRADEMARK & COPYRIGHT.** You agree and acknowledge that OmniCable is the owner of the Sites, domain names, OmniCable Content, and our applicable business partners are the owners of Partner Content. You will not do anything that might impair or damage those rights. The Sites are protected by copyright, trademark and other laws of the United States and

- other countries. Any unauthorized use of OmniCable Content or Partner Content on the Sites may violate such laws. No links may be established to any part of the Sites and no information on the Sites may be framed without our prior written approval. If you modify or use the OmniCable Content, or Partner Content without the express permission of the applicable owner, you will be violating the intellectual property rights of OmniCable and its business partners.
- 4. WARRANTY DISCLAIMER. OmniCable does not promise that the Sites will be error-free, uninterrupted, nor that it will provide specific results from its use or the use of any OmniCable Content, Partner Content, search or link on it. The Sites, Dot Content, and Partner Content are delivered on an "as-is" and "as-available" basis. The information and claims provided on the Sites reflect current information of OmniCable at the time that they are posted. Over time, however, this information may become out-of-date and no longer accurate. OmniCable cannot ensure that information and files you download from the Sites will be accurate or free of viruses or contamination or destructive features. OmniCable disclaims all warranties express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, whether arising by statute or otherwise in law or from a course of dealing or usage of trade. IN NO EVENT WILL OMNICABLE OR ANY RELATED ENTITIES OR INDIVIDUALS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AAN OMNICABLE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. OMNICABLE MAKES NO GUARANTEE OF ANY SPECIFIC RESULT. FROM USE OF THE SITES OR USE OF THE OMNICABLE SERVICE. IF YOU ARE DISSATISFIED WITH THE SITES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITES.
- 5. **SUBMISSIONS.** Any and all remarks, suggestions, ideas, creative concepts, graphics, product reviews, or other information communicated through this Sites or otherwise sent to OmniCable, (collectively the "Submissions"), will forever be the exclusive property of OmniCable, except to the extent that such Submissions are submitted through the Sites pursuant to or in accordance with the OmniCable Marketing program, Omnicable Marketing services, and Innovations (collectively "Marketing Submissions"). You agree not to submit any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane material that could constitute or encourage criminal or unlawful conduct. You acknowledge that you are responsible for whatever Submissions you send, and you, not OmniCable, have full responsibility for the message, including its legality, reliability, and originality.

- 6. SITES LOCATION; APPLICABLE LAW; JURISDICTION; SEVERABILITY. The Sites are controlled by OmniCable from within the United States of America. OmniCable makes no representation that use of the Sites is appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Sites from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Materials in violation of U.S. export laws and regulations. By using the Sites, you agree that the laws in force in the State of Pennsylvania, without choice of law principles, will govern any dispute involving the Sites and you agree to personal jurisdiction by and venue in the state and federal courts of the State of Pennsylvania, Chester County. These Terms will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. If any provision of these Terms is found void and unenforceable, it shall not affect the validity and enforceability of any other provision of these Terms. In addition, any provision which is deemed void or unenforceable shall be automatically amended in as minimal a manner as possible so as to make it valid and enforceable.
- 7. **REVISIONS.** OmniCable may revise these Terms at any time by posting updates. You should visit this page from time to time to review the then current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Sites.