

Gray Television, Inc. Terms of Use Agreement

This Terms of Use Agreement (“TOU”) has been updated to make it easier to read, to include new features, services and technology, and enhance several sections. If you continue to use our Services, you are bound by this revised TOU.

In addition to the terms and conditions set forth in this TOU, content submitted by users on our websites (commonly called “Web Channels”), or other services, using the “Burst” service are also subject to Burst’s Terms of Use. Please see the separate Terms of Use for this service on the [Burst](#) homepage.

Introduction

This TOU governs your use of the various Web Channels, mobile services and applications (“Apps”) and any other service that is owned, operated or provided by Gray Television, Inc. (“GTI”) or our television stations (“Stations”) (collectively, “we,” “us,” and “our”) that includes an authorized link to this TOU (collectively, “Services”). (For a list of Web Channels and Stations, [CLICK HERE](#).) The Services are offered to users conditioned on your acceptance, without modification, of the terms, conditions and notices contained in this Agreement. Your use of the Services constitutes your binding consent to all such terms, conditions and notices. This TOU also governs the submission and use of User Generated Content (“UGC”), which includes text, photographs, graphics, images, videos, messages or other materials that you upload using the Apps.

PLEASE REVIEW THIS TOU CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY THE TOU, DO NOT USE OUR SERVICES.

This TOU will remain in full force and effect as long as you are a user of the Services and in the event of termination of any membership, service or feature, you will still be bound by certain obligations under this TOU; please see Section 19 for details. The [GTI Privacy Policy](#) and [GTI Copyright Complaint Procedures](#) are hereby incorporated in this TOU by reference.

1. Changes to TOU: We may change this TOU on occasion without advance notice to you.

Therefore, please review this TOU periodically. When we change the TOU, we will post the Effective Date and notice of such changes on our designated Services. If you do not accept the changes, your

only recourse is to stop using the Services and terminate your account(s) or membership(s) immediately. If you continue to use the Services after we change the TOU, you accept all changes.

2. Additional Terms: We may provide additional terms, such as rules for certain activities and Services including, but not without limitation, contests, sweepstakes, subscription email/text clubs and other interactive features and services (“Additional Terms”). To the extent that there is a conflict between this TOU and the Additional Terms, the Additional Terms shall govern.

3. Intellectual Property Rights: All text, images, photographs, graphics, logos, trade, product or program names, titles, packaging, user interfaces, audio and/or video content and any other content provided on or through the Services by GTI, Stations, third-party licensors (including UGC), vendors and suppliers that provide internal support to our Services (collectively “Operational Service Providers”), and advertisers, sponsors or promotional partners (collectively, “Advertisers”), including the selection, coordination, and arrangement of any such content (collectively, “GTI Content”), are owned by or licensed to GTI, Stations, Advertisers, Operational Service Providers and/or our third-party licensors. GTI Content is protected under U.S. and/or international copyright, trademark, patent, or other relevant intellectual property laws. Nothing stated or implied on the Services confers on you any additional license or right under any copyright, trademark, patent or other intellectual property right of GTI or any third party unless explicitly provided in this TOU.

Unless such use is expressly prohibited by GTI, you may view, reproduce, transmit, link, cache GTI Content for your own personal and non-commercial use, including posting on your personal Facebook page or other personal social networking platforms, provided you do not delete, change or obscure any of the GTI Content (including any copyright, trademark or proprietary notices), and do not misrepresent that GTI Content is your own. You may not (and you may not permit or encourage anyone else to) make derivative works, publicly perform, reproduce, distribute, transmit or link to GTI Content in or on any other third party website, digital service or via any vehicle in any manner that is likely or intended to cause confusion about the owner or origin of GTI Content, or is misleading, disparaging, harmful, or a detriment to GTI in our sole discretion. Except where permitted by law or expressly authorized by GTI, GTI Content may not be reproduced, distributed, transmitted, linked, cached or otherwise used for any commercial purposes unless you have the prior written permission of GTI. You may only use our Services and our GTI Content as expressly permitted in this TOU and for no other purpose. We may revoke permission to use GTI Content at any time and for any reason.

GTI, Stations, Advertisers, Operational Service Providers and/or licensors retain exclusive rights in any GTI Content that are not expressly provided in this TOU.

Requests for permission to use GTI Content for commercial purposes should be addressed to the contact person below: E-mail to mike.braun@gray.tv or send a letter to:

Gray Television, Inc. Attn: Mike Braun 4370 Peachtree Road, NE Suite 400 Atlanta, GA 30319

Additionally, you cannot imitate, dilute or conduct confusing, misleading, or disparaging uses of any GTI Content trademark under U.S. and/or international laws, whether for commercial or non-commercial use.

4. Notice of Copyright Infringement: If you believe that your material has been posted on our Services and is accessible in a way that constitutes copyright infringement, you must notify us according to the DMCA Designated Agent notification instructions in our [Copyright Complaint Procedures](#). If you are the subject of a DMCA “take down” request, your appeal process is also provided in our [Copyright Complaint Procedures](#).

5. Links to Third-Party Services or Websites: The Services may contain links to external websites or services owned, operated, or managed by third parties (collectively referred to as “Linked Websites”) such as “Burst.” Although a Linked Website may feature a GTI or Station logo or identification, or a Linked Website is “framed” by a Web Channel, such third party websites are not under the control of GTI or Stations. Nor is GTI or Stations responsible for the contents, operations, business practices or privacy policies of any Linked Website. We provide Linked Websites to you only as a convenience, and the inclusion of such links is not necessarily an endorsement by GTI or any of Stations in favor of any person offering any content, services, or products on the Linked Websites. If you decide to access and use Linked Websites, you understand, acknowledge and agree that you do so at your own risk.

6. Advertisers: The inclusion of Advertisers’ statements, messages, offers, advice, or promotional materials on or through the Service is not an endorsement by GTI or any Stations in favor of same. Your correspondence and business dealings directly with, or participation in the promotions of Advertisers found on or through the Service, including payment and delivery of your purchase of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the Advertiser. You understand, acknowledge and agree

that GTI and Stations are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or due to the presence of Advertisers on the Service.

7. Shopping and E-Commerce: Our Services may offer various goods and services for sale (collectively, "Products"), or direct or link to other websites that sell Products. We have no responsibility or liability whatsoever for any Products you may obtain from or through other websites or web pages, even if you were directed or linked to such a website or page through our Services. If a Product offered directly by GTI is listed at an incorrect price or with incorrect information, we reserve the right to refuse or cancel orders placed for that Product, whether or not the order has been confirmed and even if your credit or debt card account has been charged (in which event we will issue a credit to your account for your order).

The creation or transmission of confirmation for an order does not mean final acceptance of your order, nor does it create a binding confirmation of an offer to sell any Product. We reserve the right to accept or decline your order for any reason up until the time the Product is actually shipped to you. We may also, without prior notice, limit or reduce the quantity you ordered of any Product and we will notify you if we change your order. Products directly sold by our Services are prohibited from commercial resale. We do not knowingly accept orders from dealers, exporters, wholesalers, distributors, resellers or other similar persons or companies, and reserve the right to refuse, cancel or seek the return of any Products that are purchased in violation of the foregoing restrictions.

Classified Ads: Our Services may offer a Classified Ad service for the sale of goods and services ("Classified Ads"). Sellers must certify that their Product is not on our Prohibited Items List. Fees charged to post listings with special features or premium listings are non-refundable if the Product is on the [Prohibited Items List](#). We reserve the right to reject or remove any Classified Ad, even those that are not included on the Prohibited Items List. We may, at our discretion, deactivate the accounts of users who submit multiple advertisements we deem inappropriate. Sellers are entirely responsible for the content of their advertisements, interactions with buyers and the delivery of all orders. We merely provide the forum and we are not involved in the actual transaction between buyers and sellers. We have no control over the quality, safety or legality of advertised Products, nor any matters relating to the transaction. You understand, acknowledge and agree that we are not responsible or liable for any loss or damage of any kind arising out of or in connection with your use of Classified Ads.

8. Prohibited Uses Generally: You are required to comply with all applicable law in connection with your use of the Services. We may provide additional requirements in Additional Terms or posted on our Services. As a condition of your use of the Services, you represent and warrant that you will not use the Services for any purpose that is unlawful or prohibited by this TOU. You further agree not to:

(a) Use any incomplete, false or inaccurate biographical information or other information, or impersonating any person or otherwise misrepresent your relationship or affiliation for purposes of using the Services, or for registering for any activity, feature, and/or promotion;

(b) Delete or revise any material, GTI Content or other information on these Services;

(c) Take any action that imposes an unreasonable or disproportionately large load on the Services' infrastructure or operating systems;

(d) Use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on the Services;

(e) Harvest or otherwise collect information about users, including but not limited to, email addresses, IP addresses, unique device IDs, usage, transaction or search history using systematic, electronic methods, or any other means to create or compile (directly or indirectly) a profile, compilation, database or directory without prior written permission from GTI;

(f) Use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Services other than the search engine and search agents available from GTI and other than generally available third-party web browsers (e.g., Microsoft Internet Explorer, Mozilla, Firefox, or Google Chrome);

(g) Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Services;

(h) Link to the Services or GTI Content, frame the Services, exhibit or display the Services in association or connection with an unauthorized logo, name, or mark; or do anything that could falsely suggest a relationship between GTI, Stations, GTI Affiliates and any non-affiliated third party, or do anything that could potentially deprive us of revenue or user activity (including but not limited to revenue or activity generated from promotions, advertising, or sale of Products);

(i) Engage in any other conduct that restricts or inhibits any other person from using or enjoying the Services, or which, in our sole judgment, exposes us or any of our users, Operational Service Providers, or Advertisers to any liability or detriment of any type.

You also are prohibited from violating or attempting to violate the security of the Services, including, without limitation:

(A) Accessing data not intended for you or logging into a server or account that you are not authorized to access;

(B) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

(C) Attempting to interfere with the service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding," "spamming," "mailbombing," or "crashing" the Service;

(D) Sending unsolicited e-mail, texts, IM, or any other communications to a computer or a wireless device, including promotions and/or advertising of Products, an entity or an individual person; or

(E) Forging any TCP/IP packet header or any part of the header information in any e-mail, mobile message, or posting.

Violations of any system, network, or security measures related to our Services may result in civil and/or criminal liability. GTI will investigate occurrences that may involve such violations and will involve and cooperate with governmental agencies and law enforcement authorities in prosecuting users who are involved in such violations.

9. Posting of User Generated Content in Public Areas: If you submit, transmit, distribute, post, communicate or store (collectively, "post" or "posting") content (including, without limitation, text, photos, audio and/or video content, graphics, news stories, or any other UGC in our Services' public areas, such as blogs, comment forums, chat rooms, message boards, social networking platforms, or news submission services, you are solely responsible for your own UGC, the consequences of posting such UGC, and your reliance on any UGC found in these areas. You understand that we may, but are not obligated to, monitor or review UGC in any public area and that we shall not have any liability whatsoever related to the content of such UGC, whether arising under the laws of libel, privacy, copyright, trademark, obscenity or otherwise. In cases where you feel threatened or believe

someone else is in danger due to UGC, you should contact your local law enforcement agency immediately.

We may also accept the submission of UGC related to breaking news stories or severe weather via email and/or postal mail to Station personnel. Any submission of UGC via email or postal mail is also subject to this TOU. You are solely responsible for any UGC that you provide to GTI or Stations via any format or delivery mechanism.

10. UGC Requirements: We reserve the right, in our sole discretion, to remove, edit, or refuse to post any UGC, in whole or in part, and to terminate your ability to post UGC at any time, for any reason, and without notice. We also reserve the right to disclose any UGC to a third party as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request. In consideration of being allowed to post UGC, you agree that the following actions shall constitute a material breach of this TOU:

- (a) Posting of copyrightable information without either (i) being the copyright owner or (ii) having the express consent of the copyright owner;
- (b) Posting UGC that depicts minors if you (1) are not the custodial parent or legal guardian of all minors depicted in the UGC, or (2) do not have permission to submit the video from the custodial parent or legal guardian of all minors depicted in the UGC;
- (c) Posting information that reveals trade secrets unless you own them or have a license to disclose or use any such secrets;
- (d) Using a public area for any purpose in violation of local, state, national, or international laws;
- (e) Posting UGC that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
- (f) Posting UGC that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by GTI in our sole discretion;
- (g) Posting advertisements or solicitations of business;

(h) After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting/sending comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);

(i) Posting surveys, contests, chain letters or pyramid schemes;

(j) Impersonating another person or allowing any other person or entity to use your identification for posting or viewing comments; and

(k) Uploading or distributing files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, operating system or electronic device.

11. UGC License Granted to GTI: GTI does not claim ownership of the UGC you submit on, to or through our Services, or any material you transmit, distribute, communicate or store on, to or through the Services. You will continue to own any UGC submitted to us. However, by your submission of UGC on, to or through the Services, email, postal mail, or any other manner, you grant GTI, Stations and our successors and assigns a world-wide, royalty free, perpetual, irrevocable and non-exclusive right and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such UGC anywhere, for any purpose, and in any form, media or technology now known or later developed. By your submission, you hereby waive all moral rights, rights of attribution, rights of privacy, and rights of publicity in the UGC you submit. No compensation will be paid with respect to the use of your posting. We are free to use any ideas, concepts, know-how, or techniques contained in any communication to the Services for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. We are under no obligation to maintain any submission you make and may remove any submission at any time in our sole discretion. By your submission, you also warrant and represent that you own, license, or otherwise lawfully control all of the rights to your UGC, and that our use of your UGC will not infringe or violate the rights of any other person, including but not limited to any right of publicity, right of privacy, confidentiality, or any other contractual or proprietary right.

12. Minors: Children under the age of 13 are prohibited from participating in activities that require registration and the collection of Personal Information. Parents and legal guardians may register for the activity on behalf of their child, under the parent or legal guardian's own name and Personal

Information. Persons between the ages of 13 and 18 years may not participate in most activities on this Service, unless designated otherwise. The parents or legal guardians of minor children shall be solely responsible for (a) the online content and activities of such minor; (b) monitoring such minor's access to and use of the Services; and (c) the consequences of any use of the Services by such minor. Any false or fraudulent registration or entry from any person will disqualify the person from the receipt of any contest or sweepstakes prize or other benefit.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES: EXCEPT AS SPECIFICALLY SET FORTH IN THIS TOU, THE SERVICES, INCLUDING ANY CONTENT, SOFTWARE AND FUNCTIONS AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SERVICES ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO OUR SERVICES, INCLUDING ANY PART THEREOF, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH OUR SERVICES. WE DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY, PROPRIETARY OR PRIVACY RIGHTS; (C) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICES, OR ANY PART THEREOF; (D) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICES; AND (E) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT ANY OF THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS, OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THE USE OF OUR SERVICES IS AT YOUR OWN RISK. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OR ACCESSING THE SERVICES.

OUR SERVICES MAY CONTAIN TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, AND OUT OF DATE INFORMATION. WE MAKE NO REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF OUR SERVICES, OR THAT ANY SUCH INACCURACIES, ERRORS OR SUCH INFORMATION WILL BE FIXED. NEITHER

GTI, STATIONS NOR ANY OPERATIONAL SERVICE PROVIDER, INVOLVED IN CREATING, PRODUCING OR DELIVERING THESE SERVICES ON OUR BEHALF, SHALL BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, COMPENSATORY, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THESE SERVICES OR ANY WEBSITE OR ONLINE SERVICE LINKED TO THESE SERVICES, OR ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF. WE RESERVE THE RIGHT TO DELETE, SUSPEND, TERMINATE OR ALTER THE CONTENT OF THESE SERVICES OR THE SERVICES THEMSELVES IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WE WILL NOT BE LIABLE IN ANY WAY FOR ANY POSSIBLE CONSEQUENCES OF SUCH CHANGES. THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IN THE EVENT THAT YOU INCUR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SERVICES, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ANY CLAIMED DAMAGES ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR ANY OTHER EQUITABLE RELIEF.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THIS MEANS THAT SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

14. Indemnification: You agree to defend, indemnify and hold harmless GTI, Stations, subsidiaries, GTI Affiliates, Advertisers, Operational Service Providers and each of their respective officers, directors, employees, shareholders, representatives and agents, and successors and assigns from and against any claims, actions, governmental investigations or inquiries, lawsuits, proceedings, costs, expenses, demands, or obligations of any kind including, without limitation, reasonable attorney and accounting fees (collectively, "Claims" or individually, a "Claim") arising out of or in connection with your use or misuse of the Services, including without limitation, any UGC, your violation of this TOU, or your violation of any rights of another person. We will provide notice to you promptly of any such Claim and will assist you, if requested and at your expense, in defending any such Claim. You may not settle any Claim covered by this Section 14 without GTI's prior written approval. We retain the right to take exclusive control and defense of any Claim subject to

indemnification by you, in which event you will cooperate fully with us in asserting any available defenses.

15. Choice of Law and Forum: This TOU shall be governed by and construed in accordance with the laws of the State of New York, excluding New York's conflict of law rules. You expressly agree to submit to the exclusive jurisdiction and venue of the state and federal courts in New York, New York in all disputes arising out of or relating to the use of our Services.

16. Severability and Integration: This TOU constitutes the entire agreement by and among you, GTI and Stations and governs your use of these Services, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic). If any portion of this TOU is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

17. No Waiver: Our failure to exercise or enforce any provision of this TOU or respond to a breach by you or other parties shall not in any way waive our right to exercise or enforce subsequently any terms or conditions of this TOU or to act with respect to similar breaches.

18. No Professional Advice: Any information supplied by any employee or agent of GTI, or our Station, whether by telephone, e-mail, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the Services, and does not constitute a waiver or modification of any of the terms in this TOU, or any legal, tax, accounting or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in their applicable jurisdictions.

19. Termination: GTI reserves the right, in its sole discretion, to terminate your membership or account, and/or disable your access to all or part of our Services, for any reason or no reason, with or without notice. Sections 3, 8 - 20 of this TOU will survive termination, whether you voluntarily close your account or cancel your membership or whether we terminate your membership, account and/or disable access to our Services for any reason.

20. Miscellaneous: (a) You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this TOU or your use of the Services. (b) If we are required by state or federal law to notify you regarding changes to this TOU or for other events, you hereby acknowledge and agree that such notices will be effective upon our posting the required

information on designated Services or by delivery to you via email, if you have provided accurate contact information. You further acknowledge and agree that if you have not provided accurate contact information, we are not responsible for failure to notify you.

By subscribing to Gray TV informational mobile alerts, you certify that you are over 13 years of age or have parental consent, are the account holder or have the account holder's permission, and agree to receive ongoing SMS messages from Gray TV. Up to 7 messages are typically delivered per week based on subscription preferences. Service is available on select carriers. In addition to any entry, submission, donation or other fee of which you are notified, your carrier's message and data rates may apply. No purchase is necessary. Gray TV will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. SMS messages are provided on an as is basis. Data obtained from you in connection with SMS service may include your cell phone number, carrier's name, and date, time and content of message. Such information may be used by Gray TV to contact you and to provide services you request. SMS messages will be delivered to the phone number the consumer provides for opt-in. You can cancel your alert subscription at any time by replying **STOP** to any text alert. For more information reply **HELP** to any text alert or call 877-571-0774.

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