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End User License Agreement

Last updated September 19, 2008

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 linux (3.3MB)

 windows (1.5MB)

Initial Terms

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Permission from You for ivi, Inc. to Use Your Computer and Bandwidth to Enable the Peer-to-Peer Viewing of Video on the Site and to Manage the Network of Computers Running ivi tv

As consideration for using ivi tv, you agree and understand that:

1. ivi tv will utilize the processor, bandwidth and hard drive (or other memory or storage hardware) and/or cache of your computer (or other applicable device) for the limited purpose of facilitating the communication between, and the transmittal of data, content, programming, services or features to, you and other Service users, and to facilitate the operation of the network of computers running instances of the Service.
2. ivi will take organizational and technical measures intended to protect the privacy and integrity of the computer resources (or other applicable device) you are utilizing, however, you acknowledge and agree that this is not a representation or warranty of ivi.

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- communicate and function with other computers running ivi tv;
- with the exception of completely deleting ivi tv from your computer, take any action, including downloading and/or using third party software, that (1) modifies the settings of ivi tv as it functions with your computer, or (2) otherwise modifies, alters, blocks or interferes with the functioning of ivi tv;
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 - interfere with or in any manner compromise any of ivi's security measures.

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You acknowledge that:

- This Agreement will be effective as of the date you accept this Agreement and will remain effective until terminated by you or ivi as set forth below.
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- ivi may terminate this Agreement at any time, with or without cause by providing notice to you.
- Upon termination of this Agreement for any reason, all licenses and rights to use ivi tv shall terminate and you must cease all use of ivi tv AND completely remove from all hard drives and other storage media all copies of ivi tv in your possession or under your control.
- ivi will not be liable in respect to any damage caused by the termination of this Agreement.
- The "License Restrictions" section and all sections after and including "Proprietary Rights" shall survive any termination of this Agreement.

Your Representations and Warranties

You represent and warrant that you possess the legal right and ability to enter into this Agreement and to comply with its terms.

Indemnity

You agree to indemnify, hold harmless and defend ivi and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all damages, claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by ivi arising out of or relating to your (a) violation or breach of any term of this Agreement, the Terms of Service, or any applicable law, regulation, policy or guideline, whether or not referenced herein, (b) use or misuse of ivi tv, or (c) violation of any rights of any third party.

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As some jurisdictions do not allow some of the exclusions set forth in this Section, some of these exclusions may not apply to you.

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As some jurisdictions do not allow some of the exclusions set forth in this Section, some of these exclusions may not apply to you.

General Provisions

Electronic Signatures. You acknowledge and agree that by clicking on the "I AGREE" button (or similar buttons or links as may be designated by ivi to show your acceptance of this Agreement and/or your agreement to download and install ivi tv), you are entering into a legally binding contract. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

Jurisdictional Matters; Claims. You represent that you are of legal age to form a binding contract in your jurisdiction. If you are residing in a jurisdiction where it is forbidden by law to offer or use software for internet communication, you may not enter into this Agreement and you may not download, install or use ivi tv. By entering into this Agreement you explicitly state that you have verified in your own jurisdiction if your use of ivi tv is allowed.

Reservation of Rights; Modification. ivi reserves all rights not expressly granted in this Agreement. ivi may modify this Agreement at any time by providing such revised Agreement to you or posting the revised Agreement on the Site. Your continued use of ivi tv shall constitute your acceptance to be bound by the terms and conditions of such revised Agreement.

Severability. Should any term or provision of this Agreement be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall remain in full force and effect.

Waiver. The failure of ivi at any time or times to require performance of any provision of this Agreement shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

Governing Law; Jurisdiction; Waiver of Claims. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict of law rules thereof. Your use of ivi tv does not give rise to personal jurisdiction over ivi, either specific or general, in jurisdictions other than the State of Washington. Any claim or dispute between you and ivi that arises in whole or in part from ivi tv shall be decided exclusively by a court of competent jurisdiction located in King County, Washington. You further agree not to bring claims on a representative, class member basis, or as a private attorney general, and agree not to assert any claims against ivi unless such claims are asserted by you in the forum required by this Agreement no later than one year following the date that your claim or cause of action arose.

Entire Agreement. The terms set forth in this Agreement constitute the final, complete and exclusive agreement with respect to ivi tv and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or

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Language. The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.

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2. **Intellectual Property Rights:** any and all intellectual property rights, including but not limited to copyrights, trademarks and patents, as well as know how and trade secrets contained in or relating to ivi tv.
3. **ivi:** ivi, Inc.
4. **ivi tv:** the television player application distributed by ivi (including all software and code in such software) that enables, among other matters, the peer-to-peer viewing of video in ivi's proprietary software, and all future programming fixes, updates and upgrades thereof. The term "ivi tv" will also include any online or enclosed documentation, and data distributed to your computer for processing relating to such software.
5. **Privacy Policy:** means the privacy policy set forth by ivi from time to time with respect to the collection of information from users of the Service.
6. **Service:** includes (a) ivi tv, (b) the services, features, tools, and applications provided by and through ivi tv or the ivi website (including any ivi software made available through the ivi website), and (c) all data, text, images, sounds, video, content, programming and software made available on or through ivi tv or the ivi website
7. **ivi website:** any and all elements, contents and the 'look and feel' of the website available under the URL www.ivi.tv (together with its directly associated domains, from which website ivi tv can be downloaded).
8. **Terms of Service:** means the agreement between ivi and you for the use of the Service and the content, services and features provided on or through the Service;
9. **You:** you, the end user of ivi tv, also used in the form "your" where applicable.

Comments/Inquiries

If you have any comments or inquiries regarding this Agreement or ivi tv, please contact ivi as follows:

info@ivi.tv

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A "png_get_copyright" function is available, for convenient use in "about" boxes and the like:

```
printf("%s",png_get_copyright(NULL));
```

Also, the PNG logo (in PNG format, of course) is supplied in the files "pngbar.png" and "pngbar.jpg (88x31)" and "pngnow.png" (98x31).

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Glenn Randers-Pehrson
 glennrp at users.sourceforge.net
 September 18, 2008

openssl

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*/
```

upx

-----BEGIN PGP SIGNED MESSAGE-----

```

00000 000 000000000. 0000000 00000
`888' `8' `888 `Y88. `8888 d8'
888 8 888 .d88' Y888..8P
888 8 888oo88P' `8888'
888 8 888 .8PY888.
`88. .8' 888 d8' `888b
`YbodP' o888o o888o o88888o

```

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=====

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As a special exception we grant the free usage of UPX for all executables, including commercial programs. See below for details and restrictions.

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1. You must compress your program with a completely unmodified UPX version; either with our precompiled version, or (at your option) with a self compiled version of the unmodified UPX sources as distributed by us.
2. This also implies that the UPX stub must be completely unmodified, i.e. the stub imbedded in your compressed program must be byte-identical to the stub that is produced by the official unmodified UPX version.
3. The decompressor and any other code from the stub must exclusively get used by the unmodified UPX stub for decompressing your program at program startup. No portion of the stub may get read, copied, called or otherwise get used or accessed by your program.

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=====

- You can use a modified UPX version or modified UPX stub only for programs that are compatible with the GNU General Public License.
- We grant you special permission to freely use and distribute all UPX compressed programs. But any modification of the UPX stub (such as, but not limited to, removing our copyright string or making your program non-decompressible) will immediately revoke your right to use and distribute a UPX compressed program.
- UPX is not a software protection tool; by requiring that you use the unmodified UPX version for your proprietary programs we make sure that any user can decompress your program. This protects both you and your users as nobody can hide malicious code - any program that cannot be decompressed is highly suspicious by definition.
- You can integrate all or part of UPX and UCL into projects that are compatible with the GNU GPL, but obviously you cannot grant any special exceptions beyond the GPL for our code in your project.
- We want to actively support manufacturers of virus scanners and similar security software. Please contact us if you would like to incorporate parts of UPX or UCL into such a product.

Markus F.X.J. Oberhumer
markus.oberhumer@jk.uni-linz.ac.at

Laszlo Molnar
ml1050@cdata.tvnet.hu

Linz, Austria, 25 Feb 2000

-----BEGIN PGP SIGNATURE-----

Version: 2.6.3ia

Charset: noconv

iQCVAwUBOLaLS210fyLu8beJAQFYVAP/ShzENWKLTVedLCjZbDcwaBEHfUVcrGMI
wE7frMkbWT2zmkdv9hW90WmjMhObu7yhUpIvNBKOTLiolEnZmLCYu8AGCwr5wBf
dfLoClxnzfTtgQv5axFlawp4RwCUH3hf4cDrOVqmAsWXXPHTm4hx96jF6L4oHhjx
OO03+oJzd08=

=CS52

-----END PGP SIGNATURE-----

zlib

zlib 1.2.3 is a general purpose data compression library. All the code is thread safe. The data format used by the zlib library is described by RFCs (Request for Comments) 1950 to 1952 in the files <http://www.ietf.org/rfc/rfc1950.txt> (zlib format), [rfc1951.txt](http://www.ietf.org/rfc/rfc1951.txt) (deflate format) and [rfc1952.txt](http://www.ietf.org/rfc/rfc1952.txt) (gzip format). These documents are also available in other formats from <ftp://ftp.uu.net/graphics/png/documents/zlib/zdoc-index.html>

All functions of the compression library are documented in the file `zlib.h` (volunteer to write man pages welcome, contact zlib@gzip.org). A usage example of the library is given in the file `example.c` which also tests that the library is working correctly. Another example is given in the file `minigzip.c`. The compression library itself is composed of all source files except `example.c` and `minigzip.c`.

To compile all files and run the test program, follow the instructions given at the top of `Makefile`. In short "make test; make install" should work for most machines. For Unix: `./configure; make test; make install`. For MSDOS, use one of the special makefiles such as `Makefile.msc`. For VMS, use `make_vms.com`.

Questions about zlib should be sent to [<zlib@gzip.org>](mailto:zlib@gzip.org), or to Gilles Vollant [<info@winimage.com>](mailto:info@winimage.com) for the Windows DLL version. The zlib home page is <http://www.zlib.org> or <http://www.gzip.org/zlib/> Before reporting a problem, please check this site to verify that you have the latest version of zlib; otherwise get the latest version and check whether the problem still exists or not.

PLEASE read the zlib FAQ http://www.gzip.org/zlib/zlib_faq.html before asking for help.

Mark Nelson [<markn@ieee.org>](mailto:markn@ieee.org) wrote an article about zlib for the Jan. 1997 issue of Dr. Dobb's Journal; a copy of the article is available in <http://dogma.net/markn/articles/zlibtool/zlibtool.htm>

The changes made in version 1.2.3 are documented in the file `ChangeLog`.

Unsupported third party contributions are provided in directory "contrib".

A Java implementation of zlib is available in the Java Development Kit <http://java.sun.com/j2se/1.4.2/docs/api/java/util/zip/package-summary.html> See the zlib home page <http://www.zlib.org> for details.

A Perl interface to zlib written by Paul Marquess [<pmqs@cpan.org>](mailto:pmqs@cpan.org) is in the CPAN (Comprehensive Perl Archive Network) sites <http://www.cpan.org/modules/by-module/Compress/>

A Python interface to zlib written by A.M. Kuchling [<amk@amk.ca>](mailto:amk@amk.ca) is available in Python 1.5 and later versions, see <http://www.python.org/doc/lib/module-zlib.html>

A zlib binding for TCL written by Andreas Kupries [<a.kupries@westend.com>](mailto:a.kupries@westend.com) is available at http://www.uche.de/~akupries/soft/trf/trf_zip.html

An experimental package to read and write files in .zip format, written on top of zlib by Gilles Vollant [<info@winimage.com>](mailto:info@winimage.com), is available in the `contrib/minizip` directory of zlib.

Notes for some targets:

- For Windows DLL versions, please see `win32/DLL_FAQ.txt`
- For 64-bit Irix, `deflate.c` must be compiled without any optimization. With `-O`, one `libpng` test fails. The test works in 32 bit mode (with the `-n32` compiler flag). The compiler bug has been reported to SGI.
- zlib doesn't work with gcc 2.6.3 on a DEC 3000/300LX under OSF/1 2.1 it works when compiled with cc.
- On Digital Unix 4.0D (formely OSF/1) on AlphaServer, the cc option `-stdl` is necessary to get `gzprintf` working correctly. This is done by `configure`.
- zlib doesn't work on HP-UX 9.05 with some versions of `/bin/cc`. It works with other compilers. Use "make test" to check your compiler.
- `gzdopen` is not supported on RISCOS, BEOS and by some Mac compilers.
- For PalmOs, see <http://palmzlib.sourceforge.net/>

installed before testing (do "make install" before "make test"), since the library location is specified in the library.

Acknowledgments:

The deflate format used by zlib was defined by Phil Katz. The deflate and zlib specifications were written by L. Peter Deutsch. Thanks to all the people who reported problems and suggested various improvements in zlib; they are too numerous to cite here.

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If you use the zlib library in a product, we would appreciate *not* receiving lengthy legal documents to sign. The sources are provided for free but without warranty of any kind. The library has been entirely written by Jean-loup Gailly and Mark Adler; it does not include third-party code.

If you redistribute modified sources, we would appreciate that you include in the file ChangeLog history information documenting your changes. Please read the FAQ for more information on the distribution of modified source versions.