

# TERMS AND CONDITIONS OF SERVICE AGREEMENT

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## Terms

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Last Revised: May 24, 2018

PLEASE READ THIS TERMS AND CONDITIONS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

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### 1. Overview

This Terms and Conditions of Service Agreement, along with the policies referenced herein and linked hereto, which are incorporated herein by this reference (collectively, this "**Agreement**") is entered into by and between DigiGroup Holdings, Inc., a Florida corporation ("**DGH**") and you, and is made effective as of the date of your use of this

website, [www.digigroupholdings.com](http://www.digigroupholdings.com) (this "**Website**") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of this Website and the products and services purchased or accessed through this Website (individually and collectively, the "**Services**"), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

Whether or not you purchase Services, your electronic acceptance of this Agreement **by clicking the box next to "I agree to the Terms of Service Agreement,"** signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the policies and the applicable product agreements which are incorporated herein by reference.

The terms "we," "us," or "our" shall refer to DGH. The terms "you," "your" or "User" shall refer to any individual or entity who accepts this Agreement, has access to your account ("**Account**") or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

We may, in our sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Website. Your use of this Website or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. **If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Website or the Services.** In addition, DGH may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your Account information current. DGH assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. We also reserve the right to modify, change, or discontinue any aspect of this Website or the Services, including without limitation prices and fees for the same, at any time.

## **2. Authority to Use Website and Services**

This Website and the Services are available only to Users who can form legally binding contracts under applicable law. By using this Website or the Services, you represent and warrant that you are: (a) at least eighteen (18) years of age; (b) otherwise recognized as being able to form legally binding contracts under applicable law; (c) not a person barred from purchasing or receiving the Services as set forth under the laws of the United States or other applicable jurisdiction; (d) from, and/or your company's country of incorporation is the same as, the country specified in the contact and/or billing address you provide us. If you are visiting this Website from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international

boundaries. By visiting this Website and communicating electronically with us, you consent to such transfers.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you," "your" or "User" will refer to such corporate entity. If, after your electronic acceptance of this Agreement, we learn that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. We are not liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication reasonably believed by us to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, we reserve the right (but undertake no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your Account or the Services, whether or not authorized by you. You acknowledge and agree that you have the necessary rights and permissions to share all information with us necessary to provide the Services, including, without limitation, the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content (as defined below), and you will adhere to all laws applicable thereto.

### **3. Accessing Website and Services**

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Website and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Website may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, network issues, acts of God or other failures. You acknowledge and agree that we have no control over the availability of this Website or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto. You acknowledge and agree that the Services may be provided, directly or indirectly, by independent contractors or third party service providers.

### **4. Creating an Account**

In order to access the features of this Website or use the Services, you will have to create an Account. You hereby represent and warrant to us that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If we have reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, we reserve the right, in our sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your email, password, information in connection with payment for the Services and any other information unique to you and your Account. You must notify us immediately of any breach of security or unauthorized use of your Account. We will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss we or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person. We reserve the right to determine ownership to an Account based on our reasonable evaluation, whether an independent investigation has been conducted by us or not. However, if we cannot make such determination (as we may presume at our sole and absolute discretion), we reserve the right to avoid doing so without liability to you or to any other party.

## 5. Your Conduct Regarding Website and Services

You acknowledge and agree that:

- You own all rights in and to any and all content, including, without limitation, any designs, images, animations, videos, audio files, fonts, logos, interactive features, illustrations, compositions, artworks, interfaces, text, literary works and any other materials and information posted or submitted through your Account ("**User Content**") to your website hosted by us as part of the Services (the "**User Website**"), or otherwise have (and will continue to have) the full right, power, authority, consent and applicable licenses in and to the User Content, as necessary to legally use, publish, transfer or license any and all rights and interests in and to such User Content.
- You will not impersonate anyone else and the User Content is (and will continue to be) true, current, accurate, and non-infringing upon any third-party rights, and in no way unlawful for you to possess, post, transmit or display in the country in which you or your User Website's visitors and users ("**End Users**") reside, or for DGH and/or your End Users to use or possess in connection with the Services.
- Your use of this Website and the Services, including any User Content, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, including those specific laws applicable to you or your End Users in any of your geographical locations.
- You are solely responsible and liable with respect to any use of this Website and the Services that occur under your Account and/or User Website(s), and for any

of your User Content (including for any consequences of using or publishing such User Content on or with respect to the Services).

- You agree not to circumvent, disable or otherwise interfere with the security-related features of this Website or the Services found at this Website (including without limitation those features that prevent or restrict use or copying of any DGH Content or User Content) or enforce limitations on the use of this Website or the Services found at this Website, the DGH Content or the User Content therein.
- You will provide us with such government-issued identification as we may request in our sole and absolute discretion.
- You will regularly and independently save and backup any and all of your User Content and the information that is being processed by you regarding your User Website, including with respect to End Users, User Products (as defined below), and any applications and/or Third-Party Services (as defined below) used by you.
- You will receive from time to time promotional messages and materials from DGH or its partners, by mail, e-mail or any other medium you may provide us with (including your phone number for calls or text messages). If you do not wish to receive such promotional materials or notices, please simply notify us at any time;
- We reserve the right, in our sole and absolute discretion, to determine the means, manner and method for providing or performing the Services, including those regarding the hosting, transmission, publication and/or display of any User Websites and/or User Content (including the inclusion and presentation of any advertisements or other commercial content with respect thereto).
- You will not, directly or indirectly:
  - Collect, harvest or use (or permit anyone else to collect, harvest or use) any User Content or any non-public or personally identifiable information about another User or any other person or entity, for any reason, without their express prior written consent;
  - Copy or distribute in any medium any part of this Website or the Services, except where expressly authorized by us;
  - Modify or alter any part of this Website or the Services found at this Website or any of its related technologies;
  - Access DGH Content (as defined below) or User Content through any technology or means other than through this Website itself or as we may expressly designate in writing;
  - Sell, license or re-sell the Services to anyone; or
  - Use this Website or the Services in any manner (as determined by us in our sole and absolute discretion) that:
    - Is illegal, or promotes or encourages illegal activity;
    - Promotes, encourages or engages in child pornography or the exploitation of children;
    - Falsely states or otherwise misrepresents your affiliation with any person or entity, or falsely expresses or implies that we or any third party endorses you, your User Website, your business or any statement you make;

- Promotes, encourages or engages in terrorism, violence against people, animals, or property;
- Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
- Infringes on the intellectual property rights of us, another User or any other person or entity;
- Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
- Interferes with the operation of this Website or the Services found at this Website;
- Damaging or threatening to our reputation and goodwill, or may bring us and our partners into disrepute or harm;
- Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
- Contains false or deceptive language, or unsubstantiated or comparative claims, regarding us or the Services.

You acknowledge and agree that your failure to abide by any of the aforementioned terms or conditions, or any misrepresentation made by you herein, may result in the immediate termination of your Account and/or any Services provided to you, with or without further notice to you, and without any refund of amounts paid on account of any such Services.

## 6. Ownership and Use of Content

*DGH Content.* Except for User Content, the content on this Website and the Services, including without limitation software, source code, any and all copyrightable materials or any other content thereof that is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, the "look and feel" of the Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered, and any derivations thereof ("**DGH Content**"), are owned by or licensed to DGH in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. DGH Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior



written consent of DGH. Subject to your full compliance with the terms and conditions in this Agreement and timely payment of all applicable fees for the Services or otherwise, DGH hereby grants you, upon creating your Account and for as long as we agree to provide you with the Services, a non-exclusive, non-transferable, non-sub licensable, fully revocable, limited license to use the Services and DGH Content, for the purpose of generating and displaying your User Website to End Users and offering your User Products and services therein, solely as expressly permitted under this Agreement, and solely within the Services.

This Agreement does not convey any right or interest in or to DGH Content (or any part thereof), except only for the limited license expressly granted above. No other right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. Nothing in this Agreement constitutes an assignment or waiver of our intellectual property rights under any law. DGH reserves all rights not expressly granted above in and to the DGH Content, this Website and the Services, and this Agreement does not transfer ownership of any of these rights.

If you provide us with any suggestions, comments or other feedback relating to the Services (whether existing, suggested or contemplated), which is or may be subject to any intellectual property rights, such feedback shall be exclusively owned by DGH. By providing such feedback to DGH, you: (a) represent and warrant that such feedback is accurate, complete, and does not infringe on any third-party rights; (b) irrevocably assign to DGH any right, title, and interest you may have in such feedback; and (c) explicitly and irrevocably waive all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide in or to such feedback.

*User Content.* As between DGH and you, you will own all intellectual property pertaining to your User Content, including to any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and any other materials created by you. DGH does not and will not claim ownership rights to your content. By posting or publishing User Content to this Website or through the Services, you authorize us to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Website and this Agreement. You hereby grant DGH a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content, including your User Website, or any part thereof, in connection with this Website, the Services and our (and our affiliates') business(es), including without limitation for marketing and promotional activities relating to all or part of this Website in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You waive any claims against DGH or anyone on its behalf relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide that you may have in or to your User Website with respect to such limited permitted uses.

## 7. Information about You and Your Visits to the Website

All information we collect on this Website and in connection with your use of the Services is subject to our [Privacy Policy](#). By using this Website and the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## 8. Service Fees

*Paid Services.* The use of certain Services may be subject to payment of particular fees, as determined by us in our sole and absolute discretion ("**Paid Services**" and "**Fee(s)**", respectively). DGH will provide notice of such Fees that are then in effect in relation to such Paid Services. If you wish to receive or use such Paid Services, you are required to pay all applicable Fees in advance. You acknowledge and agree that all Paid Services are non-refundable.

DGH reserves the right to change its Fees at any time, and will notify you if such change will affect your existing subscriptions. If you received a discount or other promotional offer, DGH shall have the right to automatically renew your subscription at the then current subscription rate for Fees based on your package inclusions unless you have cancelled prior to the end of the promotional period.

All Fees shall be deemed to be in U.S. Dollars, except as specifically stated otherwise in writing by DGH. To the extent permitted by law (and unless specified otherwise by DGH in writing), all Fees are exclusive of all taxes (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities ("**Taxes**"), and you shall be responsible for payment of all applicable Taxes relating to your use of this Website and the Services, or to any payments or purchases made by you. If DGH is obligated to collect or pay Taxes for the Fees payable by you, and whether such Taxes were added and collected from you for previous transactions or not, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the Invoice (as defined below) for such transaction. We recommend that you verify the existence of any additional fees you may be charged by third parties relating to the purchase of Paid Services or relating to the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). DGH is not responsible for any such additional fees or costs.

As part of registering or submitting information to receive Paid Services, you also authorize DGH (either directly or through its partners, subsidiaries or other third parties) to request and collect payment (or otherwise charge, refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries DGH or its partners may consider necessary to validate your designated



payment account or financial information, to ensure prompt payment, including for purposes of receiving updated payment details from your payment, credit card or banking account provider (e.g., updated expiration date or card number as may be provided to us by your credit card company).

*Invoices.* DGH and/or its partnered companies will issue an invoice or credit memo for any payment of Fees or refund made to or by DGH ("**Invoice**"). Each Invoice will be issued in electronic form and based on the country stated in your billing address and will be made available to you via the e-mail used in your Account. For purposes of issuing the Invoice, you may be required to furnish certain Personally Identifiable Information (as such term is defined in the Privacy Policy) to comply with local laws. Please note that the Invoice presented via email may be inadequate with your local law requirements, and in such case, may be used for pro forma purposes only.

*Subscription Auto-Renewals.* To ensure that you do not experience any interruption or loss of Services due to the lapse of any subscription period, the Services are provided with an automatic renewal feature, on a recurring-fees basis (except where explicitly stated otherwise by DGH in writing). Accordingly, where applicable, DGH will attempt to automatically renew the applicable Services and automatically charge you the applicable Fees using the payment method you have on file with DGH.

Unless you cancel the applicable Services, DGH will automatically renew the Services when it comes up for renewal, and charge you the applicable recurring Fees. To avoid any interruptions or loss of Services due to failure to process renewal charges prior to the expiration of the subscription period then in effect, we reserve the right (but shall not be obligated) to charge for the upcoming renewal period at the end of your Services subscription period. In the event of failure to collect the Fees owed by you, we may in our sole and absolute discretion (but shall not be obligated to) retry to collect on such Fees at a later time, and/or suspend or cancel your Account without further notice.

For information about cancelling your Paid Services, please see Section 9 below.

Notwithstanding anything to the contrary in the foregoing, you are and shall be solely responsible to verify and ensure the successful renewal of and payment for the Services you use. Accordingly, you shall be solely responsible with respect to any discontinuation of any Services previously purchased by you, including due to a cancellation, failure to charge the applicable recurring Fees, or due to any Services not being subject to automatic subscription renewals. You acknowledge and agree that you shall not have any claims whatsoever against DGH regarding cancellation of any Services or Third-Party Services, for whatever reason.

*Chargebacks.* If at any time we record a decline, chargeback or other rejection of a charge of any payable Fees on your Account ("**Chargeback**"), this will be considered as

a breach of your payment obligations under this Agreement, and your use of this Website and the Services may be automatically disabled or terminated in our sole and absolute discretion.

In the event a Chargeback is performed, your Account may be blocked without the option to re-purchase or re-use it, and any data contained in such Account, including any domains, applications, and Third-Party Services may be subject to cancellation and loss.

Your use of this Website and the Services will not resume until you re-subscribe for any such Services, and pay any applicable Fees in full, including any fees and expenses incurred by us and/or any Third-Party Services for each Chargeback received (including Fees for the Services provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

If you have any questions or concerns regarding a payment made to DGH, we encourage you to first contact our Customer Support team before requesting a Chargeback or reversal of payment, in order to prevent the Services from being cancelled and your Account being blocked, and to avoid the filing of an unwarranted or erroneous Chargeback, which may result in you being liable for its applicable Fees, in addition to repayment of all the Fees applicable to the Services purchased (and charged back) by you.

We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the User responsible for such Chargeback did, in fact, authorize the transaction and make use of the Services rendered thereafter.

## **9. Cancellation of Services**

*Cancellation by User.* You may discontinue to use and request to cancel your Account and/or any of the Services at any time, so long as you provide thirty (30) day prior notice. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process for the Services on this Website, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services' subscription period.

Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which you have already made payment. Please note that as the cancellation process may take a few days, to avoid the next

automatic renewal and respective charge, the cancellation request should be made at least thirty (30) days prior to the expiration of the then-current subscription period.

Upon cancellation of your Account or the Services, any data or resources relating to your User Website will only be stored for ninety (90) days, after which time all information in your Account will be deleted.

*Cancellation by DGH.* We reserve the right, in our sole and absolute discretion, to cancel or suspend your Account and User Website, as well as any related Services (e.g., Paid Services) or Third-Party Services being provided to you, upon your failure to comply with this Agreement, as determined by us, in our sole and absolute discretion.

## 10. E-Commerce Activities

This Website and the Services enable you to sell goods, content, media, and services ("**User Products**") through your User Website ("**E-Commerce Activities**"). You are fully and solely responsible for your User Products and E-Commerce Activities, and any promotions and related content contained or referred to in your User Website, and compliance with any laws applicable thereto. We are only providing the platform for you to manage your E-Commerce Activities. We are not involved in your relationship and/or any transaction with any actual or potential buyer of your User Products. When someone purchases your User Products, such transaction's payments will be processed through such third-party payment service providers with which you contract with ("**E-Commerce Service Provider**"), in accordance with such E-commerce Service Provider's terms of service and other applicable policies. We are neither a party to, nor responsible in any way for, your relationship with any such E-Commerce Service Provider, or for the actions of any of E-Commerce Service Provider. By using this Website and the Services to engage in E-Commerce Activities, you acknowledge and agree that:

- You are solely and fully responsible for all Taxes and fees of any nature associated with your E-Commerce Activities, including any Taxes related to the purchase or sale of the User Products, and to collect, report and remit the correct amounts to the appropriate authorities and/or inform your End Users of such and provide them with a duly issued invoice as required by law;
- You are solely and fully responsible for, and bear all costs of, procuring and delivering your User Products, and for providing them in a safe and professional manner, consistent with industry standards;
- You are solely and fully responsible for all statements and promises you make and for all assistance, warranty and support you provide regarding your User Products, and you shall provide accurate contact information in your User Website for any questions, complaints or claims by any visitor to your User Website;

- You may not offer or sell any User Products, or provide any information, content or material regarding User Products, which may be deemed hazardous, counterfeit, stolen, fraudulent, offensive or abusive; or that are prohibited for sale, distribution or use; or that otherwise fail to comply with any applicable laws, including with respect to consumer rights, intellectual property or privacy rights, product safety, trade regulations and sanctions, support, maintenance and export; and
- We may, at any time for any reason, in our sole and absolute discretion, screen, monitor, edit, suspend, disable access to or remove your User Website, any User Content and/or any User Products, whether or not such content or products are incorporated into, published with, or made a part of your User Website at such time, with or without notice, and without any liability to you or to any End Users.

## 11. Video Services

As part of the Services, DGH may provide video resource services for managing videos on User Websites (the "**Video Resource Manager**"). DGH reserves the right at any time and from time to time, with or without notice, to modify, suspend or discontinue the offering of the Video Resource Manager (or any part thereof). You acknowledge and agree that DGH will not be liable to you or to any third party for any modification, suspension or discontinuance of the Video Resource Manager (or any part thereof).

You acknowledge and agree that the videos you upload via the Video Resource Manager may be stored on this Website and/or our third party partners' servers. Any videos you upload via a link to a third-party website must be uploaded, used and further displayed or transmitted without violating any terms and conditions of this Agreement or such third-party website.

With respect to the videos uploaded to your User Website, you grant us on your behalf, a worldwide, non-exclusive, royalty-free license to use, convert, publicly perform and display and allow download of such videos or any part thereof, in order to provide you with the Video Resource Manager, and as further permitted in this Agreement.

We reserve the right, in our sole and absolute discretion, to monitor usage of the Video Resource Manager and to create or modify general operating and maintenance practices and usage procedures to optimize the operation and availability of the Video Resource Manager, and to prevent any abuse by Users. The use of the Video Resource Manager for your User Website may require that you receive a license to use certain patents from [MPEG LA, LLC](#). It is your own exclusive responsibility to decide whether your activity requires such a license and to obtain it. Information about obtaining such a license can be obtained from MPEG LA LLC at <http://www.mpegla.com>.

## 12. Third Party Services and Third Party Websites

This Website and the Services enable you to engage and procure certain third party services for enhancing your User Website, including domain registrars from which you may purchase a domain name for your User Website, third-party applications and widgets offered via this Website, third-party licensed content, media distribution services, E-Commerce Service Providers, third-party designers who may assist you with your User Website, etc. (collectively, "**Third-Party Services**").

You acknowledge and agree that regardless of the way such Third-Party Services may be offered to you (bundled with certain Services or offered separately by us or persons certified or authorized by us anywhere on this Website and the Services page), including via a link to a third party website, we are not responsible for the content, terms and conditions, privacy policies, or practices of any third-party websites or any Third-Party Services, including your legal right to use such websites or services. We do not endorse any Third-Party Services, and your ability to obtain Third-Party Services through this Website and the Services does not imply any indorsement or liability on our part. By using this Website or the Services, you expressly release us from any and all liability arising from your use of any third-party website or any Third-Party Services. We encourage you to review the terms and conditions, privacy policies and other governing documents that govern any other website you visit or any Third-Party Services you use.

While we hope to avoid such instances, we may, at any time and in our sole and absolute discretion, suspend, disable access to or remove from your Account, User Website(s) and/or this Website and the Services, any Third-Party Services, whether or not such Third-Party Services are incorporated with, or made a part of, your Account and/or User Website(s) at such time, without any liability of any type or kind, whatsoever, to you or to any End Users.

## **13. Copyright Infringement**

We take claims of copyright infringement seriously. If you believe any materials accessible on or from this Website infringe your bona fide copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is our policy to terminate the Accounts of repeat infringers.

## **14. Disclaimer of Representations and Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or this Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to this Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED

BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THIS WEBSITE, ANY SERVICES OR THIRD PARTY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE VIA LINKS OR OTHERWISE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THIS WEBSITE OR ON ANY WEBSITE LINKED TO IT.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS WEBSITE AND THE SERVICES SHALL BE AT YOUR OWN RISK AND THAT THIS WEBSITE AND THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. DGH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER DGH NOR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR OTHER PERSON ASSOCIATED WITH DGH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, CONTENT, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THIS WEBSITE, ANY WEBSITES LINKED TO THIS WEBSITE, THE SERVICES, THE THIRD-PARTY SERVICES OR ANY OTHER SERVICES FOUND AT ANY WEBSITES LINKED TO THIS WEBSITE.

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## **15. Limitation of Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THIS WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THIS WEBSITE OR SUCH OTHER WEBSITES, THE SERVICES OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS WEBSITE OR THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT YOU MUST COMMENCE ANY CAUSE OF ACTION OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THIS WEBSITE OR THE SERVICES WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **16. Indemnity**

You agree to protect, defend, indemnify and hold harmless DGH and its officers, directors, employees, agents and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by DGH and/or its officers, directors, employees, agents and third party service providers directly or indirectly arising from (a) your use of and access to this Website, the Services and the Video Resource Manager; (b) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (c) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Website or the Services.

## 17. U.S. Export Laws

This Website and the Services are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("**OFAC**"), State Department, and other United States authorities (collectively, "**U.S. Export Laws**"). Users shall not use this Website, DGH Content or the Services to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the DGH Content or the Services in violation of any U.S. Export Laws. None of the DGH Content or Services may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any country with which the United States has embargoed trade; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Website and the Services, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access this Website or the Services from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Website or the Services. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Website or the Services.

## 18. General

*Changes and Updates.* We may change, suspend or terminate this Website or the Services (or any features thereof, or prices applicable thereto), and/or change any of the terms and conditions set forth in this Agreement, at any time and in any manner. Such changes may become effective without notice to you (but not in a retroactive manner). If any such changes involve the payment of additional Fees, we will provide you with a notice of such Fees prior to enabling such specific changes. If you fail or refuse to pay such Fees, we may (in our sole and absolute discretion) cancel your Account, or continue to support your then-current Services without enabling such changes, or provide you with alternative Services.

*Misconduct or Abuse.* When using this Website or the Services, you may be exposed to information and/or material from a variety of sources, including User Websites, User Content or Third-Party Services, which may be inaccurate or illegal, or you find offensive or objectionable. By using this Website or the Services, you expressly release

us from any and all liability arising from your exposure to any such information and/or material.

If you believe a User or any provider of Third-Party Services acted inappropriately or otherwise misused this Website or the Services, please report such User and/or provider to Customer Support. You agree that your report shall not impose any responsibility or liability upon us and that we may consider such report and act upon it, refrain from taking any such action, or require additional information or documents before doing so, in our sole and absolute discretion.

*Governing Law & Jurisdiction.* This Agreement, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to this Website or the Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to this Agreement, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Florida in the United States of America ("USA"), without respect to its conflict of laws principles.

Any legal suit, action or proceeding arising out of, or related to, this Agreement, this Website or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the City of Pensacola and County of Escambia, although we retain the right to bring any suit, action or proceeding against you for breach of this Agreement, this Website or the Services in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

*Class Action Waiver.* Subject to any applicable law, all disputes between you and DGH shall only be resolved on an individual basis and you shall not have the right to bring any claim against DGH as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

*Notices.* We may provide you with notices by any of the following methods: (a) via this Website or the Services, including by a banner or pop-up within this Website, your Account, or elsewhere; (b) by e-mail, sent to the e-mail address associated with your Account; and/or (c) through any other means, including any phone number or physical address you provided to us. Our notice to you will be deemed received and effective within twenty-four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice.

*Relationship.* This Agreement and your use of this Website or the Services do not, and shall not be construed to, create any partnership, joint-venture, employer-employee, agency, or franchisor-franchisee relationship between DGH and you.

*Complete Agreement.* This Agreement, as may be revised by us from time to time in our sole and absolute discretion, together with any Invoices provided to you by us, shall constitute the entire agreement between you and DGH concerning regarding this Website and the Services, and shall supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding this Website and the Services.

*Assignment.* DGH may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in this Website, the Services and/or DGH Content to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without our prior written consent. Any attempted or actual assignment thereof without our prior written consent will be null and void. In any event, an assignment or transfer pursuant to this provision shall not in itself grant either DGH or you the right to cancel any Services or Third-Party Services then in effect.

*Severability & Waivers.* If any provision of the Agreement is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of term or condition of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default.

*Interpretation.* Any heading, section, or caption titled herein, and any explanation or summary contained under the "Section Overview" areas of text, is provided strictly for convenience, and in no way defines or explains any section or provision hereof, or legally binds us in any instance.

*Customer Support.*

To get in touch with Customer Support, please email [support@digipromedia.com](mailto:support@digipromedia.com).

If you need additional information, then you may contact us through one of our preferred contact methods.

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## US Location

DigiGroup Holdings, Inc., is located in the United States. Any information that you provide to DGH will be transferred to the United States. By providing personal information to us, you are consenting to its storage and use as described herein.