

Vidii Terms of Service

Last Updated: January 15, 2016

Welcome, and thank you for your interest in Vidicons LLC (“Vidii,” “we,” or “us”), our computer programs and mobile applications (the “Software”), our website at www.vidii.co, and our video sharing service (collectively, our “Service”). These Terms of Service, including the Vidii Privacy Policy and Vidii Rules, (together, the “Terms”) are a legally binding contract between you and Vidii regarding your use of the Service. If you agree to these Terms on behalf of an organization, then you represent and warrant that you have the authority to bind that organization to these Terms. In that case, the term “you” will refer to the organization.

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THESE TERMS. If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service.

SECTION 25 OF THESE TERMS PROVIDES THAT ALL DISPUTES BETWEEN YOU AND VIDII WILL BE RESOLVED BY BINDING ARBITRATION IN OUR INDIVIDUAL CAPACITIES. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT, OR PARTICIPATE IN A CLASS ACTION to assert or defend your rights under this contract, with limited exceptions. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review Section 25 (“**Dispute Resolution and Arbitration**”) for the details of your agreement to arbitrate any disputes with Vidii.

1. **Eligibility.** You must be at least 13 years of age to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service will not violate any law or regulation.
2. **Accounts and Registration.** To access some features of the Service, you must register for an account. When you register for an account, you may be prompted to provide us with some information about yourself, such as your name, email address, photograph, or telephone number, as well as a username and password. You may also be permitted to register by providing information about an account you maintain with a third party service, such as your Facebook account (“**Third Party Login**”). If you choose to use a Third Party Login, you agree that we may collect and store any information about you that is provided to us by the third party service, and you authorize us to access that service on your behalf for the purposes described herein, including enabling interoperation between such third party service and this Service. You are solely responsible for maintaining the confidentiality of the account and password you use to access the Service, and you accept responsibility for all

activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at support@vidii.co.

3. **Ownership.** The Service is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Service includes trade secrets and other information that is confidential and proprietary to Vidii and you agree to take all necessary actions to protect the confidentiality of such information. All ownership rights in the Service, including any related documentation and any new releases, modifications, and enhancements thereto belong solely to Vidii and its licensors, if any, including all intellectual property rights therein. The Service is licensed, not sold. We grant you no implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right. We reserve all rights in the Service which are not expressly granted to you hereunder.
4. **Amendments.** Vidii reserves the right to amend these Terms on a going-forward basis, in which case we will publish the revised Terms. The revised Terms shall become effective on the earlier of (a) your use of the Service or (b) 30 days following the date of their publication. Any disputes arising under these Terms will be resolved in accordance with the version that was effective at the time the dispute arose.
5. **Application License.** Subject to your complete and ongoing compliance with these Terms, Vidii grants you a license to download, install, and use the Software, in object code format, on your compatible devices (each, a “**Device**”) for the sole purpose of accessing the Service in compliance with these Terms. Any attempt by you to sublicense, assign, or otherwise transfer the rights granted to you hereunder shall be void. You may not distribute the Software, or reverse engineer, decompile, or otherwise attempt to access any source code of the Software or any feature of the Service that you are not expressly authorized to access.
6. **User Content**

6.1. **Disclaimers.** The Service allows users to upload, share, and transmit certain content, including text, videos, images, and other data (“**User Content**”). We are under no obligation to edit or control User Content, and will not be in any way responsible or liable for User Content. Vidii may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against Vidii with respect to User Content. We expressly disclaim any and all liability in connection with User Content. You expressly waive any rights or benefits available to you under the provisions of Section 1542 of the California Civil Code or any similar law or principle under the laws of any other jurisdiction. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6.2. **License Grant to Vidii.** You retain all your rights in and to your User Content. In order to provide the Service, however, we need certain rights from you. Accordingly, you hereby grant to Vidii, a worldwide, non-exclusive, royalty-free, fully paid, perpetual, irrevocable, sublicenseable, transferable right and license to host, store, display, reproduce, perform, reproduce, modify, publish, distribute, and transmit your User Content, in whole or in part, in any formats and through any distribution methods now known or hereafter developed, for the purpose of developing, maintaining, improving, or providing the Service to you and other users.

6.3. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By uploading or posting User Content, you affirm, represent, and warrant that:

(a) you are the owner of all rights in and to the User Content, or that have the all necessary licenses, rights, consents, and permissions to authorize Vidii and users of the Service to exercise the licenses granted by you in these Terms; and

(b) your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe or misappropriate any third-party intellectual property right, including any copyright, trademark, patent, trade secret, or moral right; (ii) defame or otherwise violate any person's rights, including any privacy or publicity right; or (iii) cause Vidii to violate any law or regulation.

7. Digital Millennium Copyright Act

7.1. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

Vidicons LLC
ATTN: Legal Department (Copyright Notification)
2941 N. Pleasantburg Dr., #111
Greenville, SC 29609
Email: copyright@vidii.co

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- (b) a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- (c) a description of the material that you claim is infringing and where it is located on the Service;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the use of those materials on the Service is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

7.2. **Repeat Infringers.** It is Vidii's policy terminate the accounts of users that are determined by us to be repeat infringers. If Vidii receives multiple notices that your User Content infringes, your account may be subject to termination.

8. **Prohibited Conduct.** You agree that the licenses and permissions granted to you by these Terms are conditioned on your not engaging in conduct prohibited hereunder, and in particular you agree not to:

- (a) copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Service;
- (b) incorporate any portion of the Software into your own programs or compile any portion of it in combination with your own programs or transfer it for use with another service or program;
- (c) sublicense, sublease, lease, lend, assign, sell, license, distribute, rent, export, re-export or grant other rights in the Service;
- (d) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever;

(e) remove, obscure or alter any copyright and/or other proprietary notices contained on or in or otherwise connected to the Service;

(f) use the Service to create or proliferate a virus or to circumvent any copy protection or other digital rights management mechanism;

(g) use the Service in violation of any applicable law or for any illegal or unauthorized purpose;

(h) take any action which could damage, disable, overburden or impair the Service or interfere with any other user's enjoyment of the Service;

(i) use any automated system, including without limitation "robots," "spiders," "offline readers," and the like, in a manner that sends more communications to the Service than a human could reasonably produce manually in the same period of time;

(j) transmit invalid data, worms, viruses or any code of a destructive nature;

(k) transmit any form of unsolicited texts or emails, including without limitation spam, chain letters, materials related to any political campaigns, commercial solicitations, or mass mailings;

(l) display, transmit or share any User Content that is unlawful, harmful, threatening, pornographic, obscene, abusive, racially or ethnically offensive, libelous or defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), profane, injurious or otherwise objectionable, or any User Content that encourages conduct that is unlawful or could produce civil liability, or that is otherwise inappropriate;

(m) attempt to hack, destabilize, or otherwise interfere with the Service, or alter another website or piece of software so as to falsely imply that it is affiliated with Vidii;

(n) collect any personally identifiable information, including account names, from the Service;

(o) hide or attempt to hide your identity or commit fraud, including without limitation by using a false phone number or email, impersonating another person or entity, or otherwise misrepresenting your affiliation with a person or entity; or

(p) use or access the Service by any means other than through an interface provided by Vidii.

9. **Bandwidth; Your Device.** If your use of the Service is dependent upon the use of bandwidth owned or controlled by a third party, you acknowledge and agree that (a) your license to use

the Service is subject to your obtaining consent from the relevant third party for such use, and (b) you may incur fees from such third party as a result of your use of such bandwidth in connection with the Service and you are solely responsible for payment of all such fees. By using the Service you warrant that you have obtained such consent. In addition, you warrant that you own or have the legal right to control the Device on which you access the Service. You must delete any Software from the Device if you sell the Device or cease to have the legal right to control the Device.

10. **Termination.** You may terminate your account with in the Vidii application or by contacting us at support@vidii.co. If your account is terminated, Vidii reserves the right to remove all User Content associated with your account. If you violate any of these Terms at any time, or if you have been previously removed from the Service, then you no longer have our permission to use the Service, notwithstanding any permission granted elsewhere in these Terms. In addition, we may terminate your user account on the Service or suspend or terminate your access to the Service at any time, for any reason or no reason, with or without notice.
11. **Modifications to the Service.** We reserve the right to modify, discontinue, or restrict access to the Service or any of its features, or modify the Software installed on your Device, at any time, temporarily or permanently, without notice. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to the Service. We have no obligation to make available to you any modifications to the Service. Vidii may, at any time and without notice, condition your continued access to or permission to use the Service upon your acceptance of a new version of these Terms.
12. **Prevention of Unauthorized Use.** Vidii reserves the right to use any lawful means to prevent unauthorized use of the Service, including, but not limited to, technological barriers, IP mapping, and communication with your wireless carrier regarding such unauthorized use.
13. **Mobile Number Verification.** You agree that Vidii may use text messages (SMS) to verify that you own the mobile telephone number that you associate with your account. You are solely responsible for any third-party fees, such as fees from your wireless carrier, that you incur as a result of receiving such text messages.
14. **Feedback.** You acknowledge and agree that any comments, suggestions, or feedback you provide to Vidii relating to the Service (“**Feedback**”) are gratuitous, unsolicited, and without restriction. You hereby grant to Vidii a perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. You agree that you do not acquire any right in or to the Service, or any part thereof, by virtue of your Feedback, and you acknowledge that you are responsible for the legality, reliability, appropriateness, originality, and copyright of the Feedback you submit.

15. **Storage of User Content.** Our capacity to store User Content is limited. Accordingly, you agree that we have no obligation to preserve, provide access to, or return to you any User Content uploaded to the Service, and that we may permanently remove User Content from the Service, at any time and for any reason, with no notice to you. Vidii is not responsible for the modification, loss, or deletion of any User Content.

16. Third Party Services

16.1. The Service may include links or references to third-party websites or applications offering products or services, including URLs linking certain User Content to its original source (“transactional URLs”), games, applications, third party shopping merchants, images, special offers, or other events or activities, that are operated and maintained by other persons or that are not owned by Vidii (“**Third Party Services**”). These Terms do not apply to Third Party Services. We encourage you to read the terms of service and privacy policies of any Third Party Services that you visit or use.

16.2. Vidii does not assume any responsibility for Third Party Services, including without limitation for the availability, completeness, or accuracy of any advertising or other materials hosted on or available from Third Party Services. YOU ACCESS AND USE THIRD PARTY SERVICES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THIRD PARTY SERVICES, SOLELY AT YOUR OWN RISK, AND YOU EXPRESSLY RELEASE VIDII FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD PARTY SERVICES.

17. **Indemnification.** You are responsible for your use of the Service, and you will defend and indemnify Vidii and its officers, directors, employees, consultants, contractors, partners, licensors, suppliers, affiliates, subsidiaries and agents (together, the “Vidii Entities”) from and against every claim, liability, damage, loss, and expense, including but not limited to reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service; (b) your breach of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or your violation of any applicable law or regulation; (c) your violation or alleged violation of any third-party right, including any intellectual property or other property right, or any privacy, publicity, or confidentiality right; (d) any dispute or issue between you and any third party; or (e) any third party's access to or use of the Service through your account. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim. You agree not to settle any matter without first obtaining our written consent.

18. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VIDII ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR ACCURACY OF INFORMATION GENERATED; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE VIDII ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, UP-TO-DATE, COMPLETE OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. THE VIDII ENTITIES HAVE NO OBLIGATION WHATSOEVER TO FURNISH ANY MAINTENANCE OR SUPPORT WITH RESPECT TO THE SERVICE.

NO ADVICE, INFORMATION, MATERIALS, OR CONTENT, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VIDII OR THE SERVICE, WILL CREATE ANY WARRANTY REGARDING ANY OF THE VIDII ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS, AND NO AGENT OR EMPLOYEE OF VIDII IS AUTHORIZED TO MAKE ANY WARRANTY OR GUARANTEE EXCEPT AS SET FORTH HEREIN. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR DEALING WITH ANY OTHER SERVICE USER OR YOUR USE OF OR ACCESS TO THE SERVICE AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU USE AND ACCESS THE SERVICE, ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE, AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR PERSONAL COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICE), OR LOSS OF DATA RESULTING FROM USE OF OR ACCESS TO THE SERVICE AND MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE.

SOME JURISDICTIONS MAY PROHIBIT OR LIMIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. IN SUCH A CASE THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE VIDII ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF

PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) RELATED TO THIS AGREEMENT, THE SERVICE, OR ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY THIRD PARTIES AND ADVERTISED ON OR LINKED FROM THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF VIDII HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

EXCEPT AS PROVIDED IN SECTION 25.4(iii), THE AGGREGATE LIABILITY OF THE VIDII ENTITIES TO YOU FOR ALL MATTERS ARISING OUT OF THIS AGREEMENT OR RELATED TO THE SERVICE IS LIMITED TO THE AMOUNT YOU HAVE PAID TO VIDII FOR ACCESS TO AND USE OF THE SERVICE IN THE 6 MONTHS PRIOR TO THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH EVENT, THE LIABILITY OF THE VIDII ENTITIES SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION 19 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

YOU ACKNOWLEDGE AND AGREE THAT VIDII HAS OFFERED THE SERVICE AND SET ITS PRICES IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND VIDII, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND VIDII. YOU ACKNOWLEDGE THAT VIDII WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

20. **Claims.** YOU AND VIDII AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

21. **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”), such as additional end-user license agreements for any Software or rules that apply to a particular feature or content on the Service, subject to Section 4 (“**Amendments**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

22. **Export.** The Service may only be operated, exported or re-exported in compliance with all applicable laws and export regulations of the United States and the country in which you obtained access to it. The Service is specifically subject to the U.S. Export Administration Regulations; diversion contrary to United States law is prohibited. You may not export, directly or indirectly, any part of the Service or technical data licensed hereunder or the direct product thereof to any country, individual or entity for which the United States Government or any agency thereof, at the time of export, requires an export license or other government approval, without first obtaining such license or approval.
23. **U.S. Government Rights.** The Service and all technical data are commercial in nature and developed solely at private expense. Our Software and all associated documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the software program and/or documentation by the U.S. Government or any of its agencies shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms. Any technical data provided that is not covered by the above provisions is deemed to be “technical data–commercial items” pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 227.7015(b).
24. **General**
- 24.1. **International Users.** The Service is hosted in the United States and if you use the Service from a location in the European Economic Area, Asia or any other region or country with laws or regulations governing personal data collection, use and disclosure that differ from United States laws, then you consent to the processing of personal information in the United States. Vidii makes no representations that the Service is appropriate or available for use in any location outside the United States, and you are entirely responsible for ensuring that your use of the Service complies with all applicable laws.
- 24.2. **Consent to Electronic Communications.** By using the Service, you consent to receive certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices.
- 24.3. **Notice.** You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. Notice will be deemed given 24 hours after email is sent, unless Vidii is notified that the email address is invalid. Notice posted on our website is deemed given 10 days following the initial posting. Vidii reserves the right to determine the form and means of providing notice to our users.

24.4. **Entire Agreement.** These Terms represent the entire and exclusive understanding and agreement between you and Vidii regarding your use of the Service, and may only be amended as set forth in Section 4 (“**Amendments**”) or by a written agreement signed by authorized representatives of all parties to these Terms.

24.5. **Severability.** If any provision of these Terms is held to be unenforceable, such provision shall be modified only to the extent necessary to make it enforceable, or shall be deemed severable, and shall not affect the enforceability or validity of the remaining provisions, which shall remain in full force and effect.

24.6. **Assignment.** You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent.

24.7. **Waiver.** Our failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Any waiver of any provision of these Terms will be effective only if in writing and signed by Vidii.

24.8. **Headings.** The section headers in these Terms are for convenience only, do not constitute a part of these Terms, and shall not affect the interpretation of any provision herein.

24.9. **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Vidii agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for the purpose of litigating any dispute.

24.10. **Injunctive Relief.** You acknowledge that the obligations made hereunder to Vidii are of a unique and irreplaceable nature, the loss of which shall irreparably harm Vidii and which cannot be replaced by monetary damages alone so that Vidii shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you.

24.11. **Third Party Beneficiaries and Agreements.** You agree to comply with, and your license to use the Service is conditioned upon your compliance with, all applicable third-party terms of agreement, including those of any application store, as may be applicable, when using the Service.

24.12. **No Partnership, Agency, Joint Venture.** These Terms do not create or imply any partnership, agency, or joint venture.

25. **Dispute Resolution and Arbitration**

25.1. **Generally.** In the interest of resolving disputes between you and Vidii in the most expedient and cost effective manner, you and Vidii agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND VIDII ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

25.2. **Exceptions.** Despite the provisions of Section 25.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

25.3. **Arbitrator.** Any arbitration between you and Vidii will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Vidii.

Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail (“**Notice**”). Vidii's address for Notice is: Vidicons LLC, 2941 N. Pleasantburg Dr., #111, Greenville, SC 29609. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Vidii may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Vidii must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Vidii will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Vidii in settlement of the dispute prior to the arbitrator’s award; or (iii) \$1,000.

25.4. **Fees.** If you commence arbitration in accordance with these Terms, Vidii will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Vidii for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

25.5. **No Class Actions.** YOU AND VIDII AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Vidii agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

25.6. **Modifications to this Arbitration Provision.** If Vidii makes any future change to this arbitration provision, other than a change to Vidii's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Vidii's address for Notice, in which case your account with Vidii will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

25.7. **Enforceability.** If Section 25.6 is found to be unenforceable or if the entirety of this Section 25 is found to be unenforceable, then the entirety of this Section 25 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 24.9 will govern any action arising out of or related to these Terms.

26. **Contact Information.** The Service is offered by Vidicons LLC, located at 2941 N. Pleasantburg Dr., #111, Greenville, SC 29609. You may contact us by sending correspondence to that address or by emailing us at support@vidii.co.

27. **Notice Regarding Apple.** To the extent that you use the Software on an iOS device, the terms of this Section 27 apply. You acknowledge that these Terms are between you and Vidii

only, not with Apple, and Apple is not responsible for the Service or its content. Apple has no obligation to furnish any maintenance or support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claim by you or any third party relating to the Service or your possession or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third party claim that the Service or your possession and use of the Software infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.