



## **Terms of Use**

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The purpose of this website, [www.SnapStudioPlus.com](http://www.SnapStudioPlus.com) (the "Site"), owned and operated by Snapvio LLC. ("Snapvio"), a New Jersey company, is to provide video commercial campaign services. Please read these Terms of Use ("Terms") carefully before using the site or any services provided on the Site (collectively, "Services").

This website is owned and operated by Snapvio LLC a New Jersey Company with its principal business address at Edgewater, NJ 07020.

Snapvio LLC is also referred to in these Terms as "we" and "us." Users of the website are sometimes referred to in these Terms as "you."

Specific pages on the website may set out additional terms and conditions, all of which are incorporated by reference into these Terms. These Terms may be changed or updated at any time, but you can always find the most recent version here. In the case of inconsistencies between these Terms and information on other pages of the website or materials by us (for example, promotional materials and mailers), these Terms shall take precedence. We recommend that you periodically check this page to make sure you are up to date and agree to the Terms established herewith.

By entering and using the website, you indicate that you accept these Terms and that you agree to be bound by them. Acceptance of these Terms creates a binding contract between you and SNAPVIO that you will use the Services only in a manner consistent with these Terms. If you have questions about these Terms, please contact us at: [Service@snapvio.com](mailto:Service@snapvio.com). Your use of the website and the Services are entirely conditioned on and subject to your compliance with these Terms. If you do not agree with these Terms, do not access or use the Services.

You must be at least 18 years old to use the Services. If you are under 18, but do not represent yourself as such; if you do, you are committing fraud. Section 1 and Section 3 of these Terms govern all users of the website and Services, including users who are not paying any fees. If you choose to use the Services, you will be asked to check a box to indicate that you have also read and agree to be bound by the additional provisions set out in Section 2 of these Terms, in addition to being bound by the provisions of Section 1.

### **Section 1: Usage Terms Applying to All Users of the Services**

#### **A. Purpose of the Services and License**

SNAPVIO provides customers with an on-line based technology platform to self-produce, distribute, and measure the effectiveness of Online Video Commercials. SNAPVIO hereby grants you a limited, non-exclusive, non-transferable, worldwide right to use the Services, subject to these Terms. In addition, SNAPVIO hereby grants you a limited, non-exclusive, non-transferable, worldwide right to use, solely as part of the Services, certain third party photographs, videos,



music, graphics, tools and other materials that may be made available to you by SNAPVIO as part of the Services (collectively "Third Party Content"). You may not use the Third Party Content on a standalone basis or for any purpose separate and apart from the Services. Use of certain Third Party Content may be subject to additional terms and conditions. All rights not expressly granted to you are reserved by SNAPVIO and its licensors. You shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Third Party Content in any way.

## B. Privacy Issues

The Snapvio LLC Privacy Policy can be found at [http://www.snapstudioplus.com/avfe\\_ui/privacypolicy.pdf](http://www.snapstudioplus.com/avfe_ui/privacypolicy.pdf). The terms and conditions of our Privacy Policy are incorporated into and considered part of these Terms.

## C. Trademarks

All brand, product, and Services names used in the Services which identify SNAPVIO, or third parties and their products and Services are proprietary marks of SNAPVIO and/or the relevant third parties. Nothing in the Services shall be deemed to confer on any person any license or right on the part of SNAPVIO or any third party with respect to any such image, logo or name.

## D. Availability

SNAPVIO uses reasonable endeavors to ensure that the Services are available 24 hours a day, 7 days a week. However, there will be occasions when the Services will be interrupted for maintenance, upgrades, and emergency repairs or due to failure of telecommunications links and equipment or other circumstances that are beyond the control of SNAPVIO, including force majeure.

Reasonable steps will be taken by SNAPVIO to minimize such disruption where it is within the reasonable control of SNAPVIO. From time to time, and without notice to you, SNAPVIO may add or delete certain features or functions from the Services we provide. You agree that SNAPVIO shall not be liable to you for any modification, suspension or discontinuance of the Services.

## E. User Creations

(1) The Services permits the user to submit video, audio, graphic images, photographs, text and related data to create Video Advertisements. (The information submitted and the Video Advertisements created shall be collectively referred to as the "User Creations".)

(2) You shall be solely responsible for your User Creations and the consequences of posting, linking or publishing them through use of the Services. You affirm, represent and/or warrant to SNAPVIO that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize SNAPVIO to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Creations and their use in the manner contemplated by the Services; and (ii) you have the written consent, release, and /or permission of each and

every identifiable individual person in the User Creations to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Creations in the manner contemplated by the Services. You shall retain all of your ownership rights in your User Creations. However, by submitting the User Creations to SNAPVIO, you hereby grant SNAPVIO a limited worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute (in any media formats and through any media channels), prepare derivative works of, display, and perform the User Creations for the purposes of promoting, marketing, and otherwise exploiting the Services.

(3) In connection with User Creations, you further agree that you will not: (a) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant SNAPVIO all of the license rights granted herein; (b) publish falsehoods or misrepresentations that could damage SNAPVIO or any third party; (c) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate; or (d) impersonate another person. SNAPVIO does not endorse any User Creations or any opinion, recommendation or advice expressed therein or any product or Services offered for sale in the User Creation, and SNAPVIO expressly disclaims any and all liability in connection with User Creations. If notified by a user or a content owner of an allegation that the User Creations infringe upon or constitute a misuse of the rights held by such user or owner, SNAPVIO may investigate the allegation and determine in good faith, and in its sole discretion, whether to remove or restrict access to the Media Creations, which it reserves the right to do at any time.

(4) The Services provides an "Embedded Player" feature, in which you can directly incorporate User Creations on websites owned or operated by you or to those third party websites that you wish to link to your User Creations. You understand that the User Creations, whether or not linked or embedded into other web sites, are provided to you only on an as-available basis, and SNAPVIO does not guarantee that their availability will be uninterrupted or error free. SNAPVIO reserves the right to discontinue any aspect to the SNAPVIO website at any time, including discontinuing any linked or embedded content either generally or in specific cases.

(5) You agree and acknowledge that SNAPVIO has no obligation to retain the User Creations, and may delete such User Creations thirty (30) days after termination of the Terms. You also agree and acknowledge that SNAPVIO has no obligation to provide access to or retain the User Creations, and may delete such User Creations, if you have materially breached this Agreement and such breach has not been cured within thirty (30) days of notice of such breach.

#### F. Basic Copyright Policy and Reporting of Violations

SNAPVIO does not control what content its users choose to store on the website or to incorporate into User Creations. Users of this website and Services are solely responsible for complying with all international, federal and state laws applicable to such content, including copyright laws. SNAPVIO respects copyright law and expects our users to do the same. Unauthorized copying,

distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holders' rights. As a condition to your use of the Services, or your use of the website, you agree that you will not use the website or Services to infringe the intellectual property rights of others in any way. SNAPVIO will terminate access to the website or use of the Services by any users who are infringers of the copyrights, or other intellectual property rights, of others or if SNAPVIO believes that conduct of the user is harmful to the interests of SNAPVIO.

If you believe the copyright in your work has been violated through the Services, please contact SNAPVIO as set forth below. If you are a copyright owner, or authorized to act on behalf of an owner of the copyright or of any exclusive right under the copyright, please report your notice of infringement by completing the following notice form and delivering it to the Designated

Copyright Agent:

#### NOTICE OF ALLEGED INFRINGEMENT OF COPYRIGHT

1. Identity of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are covered by this Notice, a representative list of the copyrighted works that you claim have been infringed via the website or Services:
2. Identification of the material that you claim is infringing (including sufficient information so that we may locate the material on the website or Services, such as the URL where such material may be found on the website).
3. Provide your street or mailing address, telephone number, and, if available, email address.
4. Agree and make the following statements;
  - a. I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g. fair use).
  - b. I hereby state that the above information in this Notice is accurate and, under penalty of perjury, that I am the copyright owner, or authorized to act on behalf of the owner of the copyright or of any exclusive right under the copyright.
  - c. You must also provide electronic or physical signature of the copyright owner or of a person authorized to act on behalf of the owner of the copyright or of any exclusive right under the copyright.

All claims of copyright infringement should be delivered in writing to SNAPVIO at the following contact information:

Snapvio LLC  
8 Veterans Way  
Edgewater, NJ 07020 support@snapvio.com

You are solely responsible for any copyright violations that may occur as a result of your use of the Services or accessing the website.

#### G. External Links

From time to time, SNAPVIO may provide at the website links that will take you to other, third party websites. These links are provided for your convenience. If you decide to access such linked

websites, you do so at your own risk. We do not endorse or take responsibility for the content on other websites or the availability of other websites and you agree that SNAPVIO is not liable for any loss or damage that you may suffer by using other websites.

#### H. Amendment of the Terms

We reserve the right to amend these Terms from time to time at our own business discretion, without giving any prior notice to users of the website.

#### I. Termination of Access to the Terms or the Agreement.

SNAPVIO may terminate your access to the Services on thirty (30) days prior written notice in the event that you fail to cure the breach described in any such notice within thirty days of receipt. On the effective date of any such termination, you shall immediately stop all use of the Website and the Services. In addition, SNAPVIO may at any time terminate this Agreement and/or the Services for convenience on ninety (90) days prior written notice. In the event of any such termination for convenience, SNAPVIO shall refund you a pro-rata portion of the pre-paid fees for the Services so terminated.

#### J. Claims, Controlling Law and Language

Any action or claim hereunder must be brought, if at all, within one (1) year from the accrual of the cause of action or claim. The parties agree that any claims hereunder shall be subject to the state and federal laws of the state of New Jersey, and hereby consent to jurisdiction and venue in the state or federal courts located in the area of the Federal District Courts of New Jersey. Both parties expressly exclude the application of the United Nations Convention of Contracts for the International Sale of Goods, if applicable, to these Terms of Service. The parties hereto confirm that it is their wish that these Terms of Service, as well as other documents relating hereto, including notices, have been and shall be written in the English language only.

#### K. Export Controls

This website and the Services use software and technology that may be subject to United States export controls and the export control regulations of Switzerland and the European Union. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. This website and the Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. SNAPVIO and its licensors make no representation that the Website or Services is appropriate or available for use in other locations. If you use the Website or Services from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

#### L. Notices

SNAPVIO may give notice by means of a general notice on the Services, electronic mail to your e-mail address on record in SNAPVIO's account information, or by written communication. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by

email). You may give notice to SNAPVIO (such notice shall be deemed given when received by SNAPVIO) at any time by any of the following: letter sent by confirmed facsimile to SNAPVIO at the following email: notice@snapvio.com; letter delivered by nationally recognized overnight delivery service; or first class postage prepaid mail to SNAPVIO at the following address:

SNAPVIO

8 Veterans Way,

Edgewater NJ 07020

and addressed to the attention of Chief Financial Officer.

#### M. Conduct

You agree not to use the Services:

1. For any unlawful purposes;
2. To upload, post, order for print, email or otherwise transmit or communicate any material that is obscene, offensive, blasphemous, pornographic, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
3. To upload, post, order for print, email or otherwise transmit or communicate any material that you do not have a right to transmit or communicate under any contractual or fiduciary relationship or which infringes any copyright, trade mark, patent or other intellectual property right or any moral right of any party, including, but not limited to, SNAPVIO; to harm minors in any way, including, but not limited to, content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct; to forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Creations transmitted through the Services; and
4. To upload, post, email or otherwise transmit any User Creations which are likely to cause harm to SNAPVIO or anyone else's computer systems, including, but not limited to, that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the Services which may cause any defect, error, malfunction or corruption to the Services.

You further agree that you shall not:

1. Interfere with or disrupt (or attempt to interfere with or disrupt) this Services or servers or networks connected to this Services, or to disobey any requirements, procedures, policies or regulations of networks connected to this Services;
2. Provide any information to SNAPVIO that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose; or
3. Use email from SNAPVIO to create spam emails to be sent from us.

## N. Monitoring of Content

SNAPVIO does not control the content of user's accounts or the User Creations and does not have any obligation to monitor such content for any purpose. You acknowledge that you are solely responsible for all content and material you provide to the Services.

## O. Suspension and Termination of Access to the Services

You agree that SNAPVIO may at any time without notice:

1. Move or suspend any part of the Services.
2. Refuse to fulfill any order, or any part of any order or terminate your account and delete any content stored in your account if, in SNAPVIO's sole discretion, you fail to comply with any of these Terms or if a competent regulatory authority requires us to do so.

## P. Storage Policy

SNAPVIO provides online storage of images and video to users of the Services. Customers who use the pay version of the Services may continue to use this storage as long as they continue to pay the fees associated with such Services. For users of the free version of the Services, your content is subject to removal from the website after a free period of 30 days from the date your account is initiated. To keep your content in your account beyond the free period, you need to purchase the paid version of the Services within the initial free period; otherwise, you are subject to removal of your content. We may change this policy at any time, upon reasonable notice to you.

## **Section 2: Usage Terms of Service Purchased on a Subscription Basis**

### A. Registration

To use the website and Services, you must register for the Services. Such users are referred to in this Section 2 as "Registrants." Registrants must be 18 years old or over. You agree that the information that you provide to us during registration and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

### B. Password

When you register for the Services, you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You must notify SNAPVIO immediately of any unauthorized use of your password or if you believe that your password is no longer confidential. We reserve the right to require you to alter your password if we believe that your password is no longer secure.

### C. Formation of a Binding Contract

No contract will exist between you and SNAPVIO with respect to Section 2 of these Terms unless

and until SNAPVIO accepts your registration and order by a confirmatory e-mail.

#### D. Pricing, Billing and Payment

(1) The website and Services contain features and functionality that are available only for a fee, referred to in this Section as "Published Videos." A Published Video pricing Agreement with us shall be specified on the SNAPVIO online order form during the Publish Video process. All listed prices are stated in U.S. dollars and are valid until altered by SNAPVIO. Prices do not include any applicable sales, use or excise taxes that SNAPVIO may be required to collect and remit. Any such taxes or charges shall be added by SNAPVIO to the price for the Services. In the event that the published price for the Services was incorrect, SNAPVIO will contact you to let you know the corrected price and ask you whether you still wish SNAPVIO to fulfill your order at the correct price. You must provide SNAPVIO with valid credit card or approved purchase order information as a condition to signing up for Published Videos.

The pricing options are explained in more detail on the SNAPVIO. The information and terms on such page is incorporated into and made a part of these Terms.

(2) The website and Services may also be offered under a Promotional and/or Free Trial offer. You may use the Promotional or Free Trial version of the website and Services only for the amount of time specified by the promotional offer. By your use of such offers, you understand and agree that after the offer has expired, you may not be able to continue to access and/or use the website and Services unless you provide SNAPVIO with valid credit card information or pay any applicable fees for ongoing use of the website and Services.

### **Section 3: General Terms and Conditions**

#### A. Limited Warranty and Limitation of Liability

SNAPVIO warrants to you that the Services shall substantially conform to the description of such Services found at the website. If the Services fails to so conform to those descriptions of the Services, then SNAPVIO shall make a commercially reasonable effort to correct the Services so that they so conform. If SNAPVIO is not able to so correct the Services, then SNAPVIO's sole obligation shall be to refund to you a pro-rata portion of any pre-paid fees for the Services.

EXCEPT AS SET FORTH IN THE FIRST PARAGRAPH OF THIS SECTION 3(B), THE SERVICES, THE SITE, AND ALL OTHER RELATED SNAPVIO PRODUCTS AND SERVICES ARE PROVIDED BY US "AS IS" WITHOUT ANY OTHER WARRANTIES WHATSOEVER. ALL OTHER EXPRESSED, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, SNAPVIO DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY DIGITAL OR

ANALOG VIDEO OR PHOTO TO SNAPVIO, AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE SERVICES, IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR CONTENT OR IMAGE OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR CONTENT. IN THE EVENT OF ANY LOSS OR DAMAGE TO YOUR CONTENT, SNAPVIO SHALL BE LIABLE ONLY FOR THE REPLACEMENT OF A LIKE AMOUNT OF UNEXPOSED MEDIA.

WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES RESULTING FROM THE USE OR PROVISION OF THE SERVICES, THE SITE AND ALL OTHER RELATED PRODUCTS AND SERVICES, EVEN IF SNAPVIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, WILL NOT APPLY THE ABOVE LIMITATION OR EXCLUSION.

#### B. Indemnification

You agree to indemnify, defend and hold harmless SNAPVIO, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Services from and against all losses, expenses, damages and costs, including reasonable attorney fees, resulting from: any breach of these Terms; your access to and use of the website; your use of the Services; and your creation, use and distribution of the User Creations.

#### C. Copyright Authorizations and Procedures

In order for SNAPVIO to make your Video Advertisements available as part of the Services, we need the rights to make use of User Creations. Accordingly, as a condition of your use of the Services, you hereby grant SNAPVIO a perpetual, universal, non-exclusive, royalty-free right to copy, display, perform, modify, transmit, make derivative works of and distribute your User Creations, solely for the purpose of providing the Services. As a condition of your use of the Services, you represent and warrant to SNAPVIO that you either own your User Creations or have written permission from the owner of the rights or materials included in such User Creations to use such User Creations in conjunction with the Services.

#### D. No Waiver

These Terms constitute the entire Agreement between SNAPVIO and you with respect to your use of the website and the Services. SNAPVIO's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more rights or provisions contained in these Terms are invalid, you agree that the remainder of the Terms shall be enforceable.



#### E. Comments

If you have any comments or questions about these Terms, the website or SNAPVIO's Services, please contact SNAPVIO by email at [help@Snapvio.com](mailto:help@Snapvio.com).

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