

# Scenethink Terms and Conditions

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## Restrictions on Use of Material and Content

Material that is made available on or through the Site, whether created, contributed or provided by SceneThink or any other party (collectively, “Content”), may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way without the prior written consent of SceneThink or the party that contributed such Content to the Site, as applicable; provided, however, that these restrictions shall not apply to Content that you contribute to the Site (“Your Content”). The Content is protected by copyright under both United States and foreign laws. Modification or use of the Content for any purpose not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other applicable laws and SceneThink’s or a third party’s intellectual property rights. The Content on this Site is provided for lawful purposes only. All rights not expressly granted herein are reserved to SceneThink. If you violate any of these Terms and Conditions, your limited license to use the Site and related Content automatically terminates.

## User Account and User Contributions

In order to submit Your Content to the Site, you will be required to create a user account with SceneThink. To set up a user account, you will be required to accept separate service terms and conditions (the “Service Terms”), which will establish additional terms and conditions on which SceneThink shall provide services.

You acknowledge that you are responsible for Your Content, and you, not SceneThink, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish all of Your Content that you submit to the Site. You also acknowledge that SceneThink has the right, in its sole discretion, to remove any of Your Content that is illegal, inappropriate, violates copyright law or violates these Terms and Conditions.

## Digital Millenium Copyright Act

SceneThink will remove all Content if properly notified that such Content infringes on another’s intellectual property rights. SceneThink reserves the right to remove Content without prior notice.

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with a notice in writing as provided under 17 U.S.C.

512(c)(3). SceneThink's designated Copyright Agent to receive notifications of claimed infringement is Michael Holroyd, email: dmca@scenethink.com. You acknowledge that if you fail to comply with all of the requirements of the DMCA, your notice may not be valid.

If you believe that Your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in Your Content, you may send a counter-notice to the Copyright Agent as provided in as provided under 17 U.S.C. 512(g)(1).

If a counter-notice is received by the Copyright Agent, SceneThink may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at SceneThink's sole discretion.

## Suggestions

All remarks, suggestions, ideas or other similar information communicated to SceneThink through this Site (together, the "Suggestion") will permanently be the property of SceneThink. Except as otherwise set forth herein, SceneThink will not be required to treat any Suggestion as confidential, and will not be liable for any ideas for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities to a Suggestion that may appear in future SceneThink operations. Without limitation and notwithstanding anything to the contrary herein, SceneThink will have exclusive ownership of all present and future existing rights to the Suggestion of every kind and nature everywhere. SceneThink will be entitled to use the Suggestion for any commercial or other purpose whatsoever without compensation to you or any other person sending the Suggestion.

## Restriction of Liability

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## Disclaimer

The Content on this Site could include technical inaccuracies or typographical errors. SceneThink may make changes or improvements at any time. THE CONTENT ON THIS SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. SceneThink DISCLAIMS ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SceneThink DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT

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## Termination

SceneThink may terminate your right to use the Site at any time. Your right to use the Site shall terminate immediately and automatically if you should breach any of these Terms and Conditions. Upon termination, you must destroy all materials associated with the Site or derived from the Content on the Site. You agree that the following actions shall constitute a breach of these Terms and Conditions:

- Using the Site for any purpose in violation of local, state, national, or international laws;
- Using material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
- Using material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by SceneThink in its sole discretion;
- Distributing viruses or other harmful computer code;
- Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Site, or which, in the sole judgment of SceneThink, exposes SceneThink or any of its customers or suppliers to any liability or detriment of any type.

## Indemnity

You agree to defend, indemnify, and hold SceneThink, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable attorneys' fees, resulting from, or alleged to result from, your intentional or unintentional violation of these Terms and Conditions.

## Mechanics of Billing and Payments

Billing to your account occurs at the time of purchase or shortly thereafter. You agree to pay for all products and services that you purchase through this website, and you agree that SceneThink may charge your selected payment method for any such payments.

SceneThink shall ensure that any third party vendors handling credit card processing pursuant to this Agreement (e.g., Stripe) shall adhere to the Payment Card Industry Data Security Standards ("PCI Standards"). In connection therewith, SceneThink shall require that any such vendor who receives, maintains, stores, handles, protects, transports or transmits credit card numbers and associated personal information ("User Credit Card Information") (i) may only use such User Credit Card Information for assisting in completing card transactions, for providing fraud control

services, or for uses required by applicable law, and (ii) shall perform customary assessments of its systems and procedures on an on-going basis, and if such assessment reveals any non-compliance with the PCI Standards, it shall take actions to cure such non-compliance.

You are responsible for paying any governmental taxes imposed on your use of SceneThink's services, including, but not limited to, sales, use or value-added taxes. To the extent SceneThink is obligated to collect such taxes, the applicable tax will be added to your billing account.

Any fees for your account will be billed from the date you elect an account level other than the Free Service Level (the "Commencement Date") and on each monthly renewal thereafter unless and until you cancel your account or convert your account back to a Free Service Level account. All fees will be billed and payable in advance of the month to which they relate.

SceneThink accepts payments by credit card and will automatically charge your credit card monthly. If any fee is not paid in a timely manner, or SceneThink is unable to process your transaction using the credit card information provided, SceneThink reserves the right to terminate your account and/or delete some or all of the content associated with the account so as to convert the account to a Free Service Level account (which is subject to the restrictions described above).

SceneThink reserves the right to change its service levels, pricing and service level benefits at any time upon reasonable advance e-mail notice to you. You acknowledge that, unless you cancel your account or convert your account to a Free Service Level account prior to the effective date of any such change, that the amount billed to you after any such change will be the revised amount set forth in SceneThink's notice to you. Your continued use of the Services after the effective date of any changes without any reduction to your service level constitutes your binding acceptance of such changes. In addition, the amount billed to you each month may vary for reasons that include differing amounts due to changes in your account or changes in the amount of applicable sales tax, and you authorize us to charge your credit card for such varying amounts. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

SceneThink may choose to temporarily change the fees or offer introductory fees for its services for promotional events or new services to some or all of its users, but shall not be required to make all such pricing available to all of its existing users.

Should you elect to upgrade your account to a higher service level, the Commencement Date will be reset and you will be billed for the first month of the upgraded service level on such new Commencement Date as if such Commencement Date was the original Commencement Date as set forth above. You will also receive a credit for a pro rata portion of the amount, if any, that has already been paid for the month in which the upgrade occurs.

If you want to change any of your billing information, including your credit card information, you may edit your information by accessing your "Account" page. It is your responsibility to keep your contact information and payment information current and updated. SceneThink reserves the right to suspend or terminate your access to the services without notice upon rejection of any credit card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to SceneThink when SceneThink believes you are liable for the charges.

## Jurisdiction and Venue

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locations you are responsible for compliance with applicable local laws. You expressly agree that exclusive jurisdiction for any dispute with SceneThink, or in any way relating to your use of the Site, resides in the courts of the Commonwealth of Virginia and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Virginia in connection with any such dispute including any claim involving SceneThink. These Terms and Conditions are governed by the laws of the Commonwealth of Virginia, without respect to its conflict of laws principles.

## Miscellaneous

If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Possible evidence of use of this site for illegal purposes will be provided to law enforcement authorities. These Terms and Conditions, together with the terms of any Service Terms between you and SceneThink, is the entire agreement between the parties relating to the use of this Site and the services. SceneThink can revise these Terms and Conditions at any time by updating this posting. The Site may describe products and services that are not available worldwide. This site may be linked to other sites which are not maintained by SceneThink. SceneThink is not responsible for the content of those sites. The inclusion of any link to such sites does not imply endorsement by SceneThink of the sites.

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Questions or comments regarding the Site should be directed to SceneThink as follows:

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