

# **ViewLift Terms of Use**

Last Updated October 30, 2015

## **1. ACCEPTANCE OF VIEWLIFT'S TERMS OF USE**

Welcome to ViewLift, from the family of services operated by SnagFilms, Inc. ("ViewLift," "we," or "us"). This document, the Terms of Use, describes the terms on which users ("you") are authorized to use our website, ViewLift.com, including any mobile versions thereof, and ViewLift's content or services provided on sites operated by third parties (collectively, the "Services"), and to use videos, video clips, text, and other content provided on or through the Services, whether or not owned by ViewLift (collectively, "Content"). This document is a legal contract and, by using the Services, you agree to be bound by it. If you do not agree to these Terms of Use, do not use the Services.

## **2. OUR CHANGES TO THE TERMS OF USE**

We may change these Terms of Use at any time, so we encourage you to review the Terms of Use periodically before using the Services. To assist you in reviewing the terms, we will make the most recent version of the Terms of Use available on our website and we will indicate at the top of the Terms of Use the most recent date when they were modified. If you continue to use the Services after we modify the Terms of Use, your use indicates your agreement to the new Terms of Use. Therefore, it is important that you read this page regularly to ensure you are familiar with the most updated Terms of Use. If you do not agree to the changes, you should not continue to use the Services and instead should request termination of your account according to the procedures described in Section 15.

## **3. SCOPE OF YOUR LICENSE TO USE THE SERVICES**

In exchange for your agreement to these Terms of Use, we grant you a limited, revocable license to access and make personal, non-commercial use of the Services. This agreement does not authorize you to make a use of the Services or the Content that is designed to generate revenue, nor does it authorize you to distribute or redistribute any portion of the Services. For the purpose of these Terms of Use, use of the Services is considered revenue generating if a third party is invited or required pay money in order to access the Services or Content. By using the Services, you agree to waive any rights that you may otherwise have to use the Content in a manner that is not specifically authorized by these Terms of Use or in a separate written agreement with ViewLift. If you wish to use the Services or Content in a manner that is prohibited by these Terms of Use, please contact us at [legal@viewlift.com](mailto:legal@viewlift.com) to discuss licensing options.

## **4. REGISTRATION**

Certain features or portions of the Services may be restricted to users that have registered with us ("Restricted Areas") and have received a user name and password through which they are authorized to access these Restricted Areas. You agree not to access Restricted Areas except using your own user name and password, and you agree not to share your user name and password with anyone else. If, despite your agreement not to do so, you share your user name and password with another person or if another person accesses the Services using your user name and password without your permission, you agree to take full responsibility for the statements and actions of that other person, and for any damages caused by, resulting from, or accruing in connection with that other person's use of the Services. You agree to notify us immediately, by email to [legal@viewlift.com](mailto:legal@viewlift.com), if you become aware of any unauthorized use of your password or username, or any other breach of security, so that we may terminate your access to the Services. You may not transfer, sell, or otherwise assign your rights or obligations under these Terms of Use. Whenever we ask you for personal information in a registration form or elsewhere on the Services, you agree to provide truthful, accurate, current, and complete information, and to update this information anytime it changes.

By providing ViewLift your email address you consent to our using your email address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail.

You may not opt out of Services-related emails. We may also use your email address to send you other messages, including changes to features of the Services and special offers.

## **5. NOTIFICATION PROCEDURES**

ViewLift may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, or through conspicuous posting of such notice on our website, as determined by ViewLift in our sole discretion. ViewLift has the right to determine the form and means of providing notifications to our users.

## **6. CHILDREN**

The Services are designed to be of interest and service to users ages 13 and older. If you are under 13 years of age, you should not use this Site.

**NOTICE TO PARENTS AND GUARDIANS:** If your child is using the Services and is under 13, please contact us immediately so that we can disable his or her access. If you have questions about whether the Services is appropriate for your child, contact us at [legal@viewlift.com](mailto:legal@viewlift.com).

## **7. PROHIBITED ACTIVITIES**

In exchange for your access to the Services, you agree not to take any steps that are intended to or could damage, inhibit, or prevent operation of the Services or that could cause injury to yourself, to us, or to any third party. Without limitation, you agree not to attempt to:

1. modify, enhance, or otherwise alter in any way any portion of the ViewLift Embeddable Player or its underlying technology, including by disabling or modifying any portion of the Services in a manner that enables users to view Content without using the Embeddable Player;
2. modify, enhance, edit or otherwise alter in any way any portion of the Content streamed via (or contained on) the ViewLift Embeddable Player except as otherwise permitted; use technology or other means to access the Services that is not authorized by ViewLift, including accessing the Services through any automated system, including “robots,” “spiders,” or “offline readers” (other than public search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices – but not caches or archives – of the Services);
3. introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
4. damage, disable, overburden, impair, or gain unauthorized access to the Services or our servers, computer network, or user accounts;
5. collect information about other users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications, or for any other purpose not explicitly authorized by ViewLift; distribute “spam”; advertise or solicit others to purchase any product or service within the Services or otherwise use the Services for any commercial solicitation purposes;
6. act in a deceptive manner by, among other things, impersonating any person; misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; or
7. harm or exploit minors; use any information obtained from the Services in order to harass, abuse, or harm another person; or take any other action that we, in our exclusive discretion, believe may damage or injure you, us, or any third party.

In order to protect our users from unsolicited advertising or solicitation, ViewLift has the right to restrict the number of comments that a user may post in any 24-hour period to a number that ViewLift deems

appropriate in its sole discretion. ViewLift has the right, but not the obligation, to monitor all conduct on and User Content (defined below) submitted to the Services and to remove any User Content for any reason, including because the User Content is deemed to be inappropriate or because third parties have complained regarding the User Content.

ViewLift has the right, in its sole determination, to permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Services without notice or liability for any reason, including if in ViewLift's sole determination you violate any provision of these Terms of Use, or for no reason. Upon termination, you continue to be bound by these Terms of Use including, without limitation, representations and warranties, and all indemnification provisions. If ViewLift purposefully deletes your account and/or terminates these Terms of Use, you may not use or re-register for the Services. ViewLift has the right to block your email address and Internet protocol address to prevent further use or registration. If we purposefully delete your account or terminate these Terms of Use, User Content that you submitted may no longer be available. We are not responsible for the loss of your User Content.

## **8. USER GENERATED CONTENT**

The Services may contain features that allow users to post their own comments. When your account is used to submit, post, or add content to the Services or to communicate with other users (collectively, "User Content"), you agree to accept sole responsibility for that User Content, including the information, statements, facts, and material contained in any form or medium therein.

When you provide any User Content to us, you grant us, our affiliates, and our partners and designees, licensees, or sublicensees, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, promote, prepare derivative works from and otherwise exploit all such content and material as if we were the full owner thereof, in any media formats and any media channels now known or later developed.

You further grant all users of the Services permission to view and comment on your User Content for their personal, non-commercial purposes. ViewLift is under no obligation to use any User Content.

Please note that we may use your first and last names as your user name and therefore your first and last names may appear to the public each time you post. We advise that you do not, and you should also be careful if you decide to, post additional personally identifiable information, such as your email address, telephone number, or street address.

Although we may review User Content, we do not edit or approve User Content prior to its publication. As a result, you agree that we cannot take responsibility for User Content and that we are not obligated to monitor User Content.

If we become aware of User Content that we believe to violate these Terms of Use or to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, we or our affiliates may – but are not required to – act in good faith to restrict access to or availability of such User Content. We may also take steps to terminate the access to the Services of the user who made the User Content or take other appropriate steps, including initiating legal action.

If you become aware of User Content or other Content on the Services that you believe to be objectionable or to violate these Terms of Use, or that you believe may cause injury to yourself, us, or any third party, you agree to notify us of such content immediately by emailing [legal@viewlift.com](mailto:legal@viewlift.com).

Following deletion or termination of your account, or if you remove any User Content from ViewLift, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, ViewLift and its users may retain and continue to use, store, display, reproduce, modify, create derivative works, perform, and distribute any of your User Content that has been published or that other users have stored or shared through ViewLift.

## **9. OUR COLLECTION AND USE OF YOUR PERSONAL INFORMATION**

For information about ViewLift's policies and practices regarding the collection and use of your personally identifiable information, please read ViewLift's Privacy Policy. The Privacy Policy is incorporated by reference and made part of these Terms of Use. Thus, by agreeing to these Terms of Use, you agree that the ViewLift Privacy Policy governs your use of the ViewLift Services in effect at the time of your use.

## **10. OUR INTELLECTUAL PROPERTY RIGHTS**

The Services contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound. The Services are protected by copyright as a collective work under the copyright laws of the United States and other countries. Except as otherwise specified in these Terms of Use, all individual videos, articles, and other elements comprising the Services are also copyrighted works. All copyright rights in the Services and these works are owned by ViewLift or its third-party licensors to the full extent permitted under the United States Copyright Act and all international copyright laws, and are provided for your educational and non-commercial purposes only. You must abide by all additional copyright notices or restrictions contained on the Services.

Except for your own User Content, you may not copy, modify, publish, transmit, redistribute, retransmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part, except as otherwise permitted by ViewLift.

All rights in the product names, company names, trade names, logos, product packaging, and designs of all ViewLift or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to ViewLift or their respective owners, and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of ViewLift or any third party.

## **11. CLAIMS OF COPYRIGHT INFRINGEMENT**

We respect the rights of all copyright holders, and we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our designated copyright agent with the following information:

1. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
2. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
3. information reasonably sufficient to permit us to contact the complaining party;
4. a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our copyright agent for notice of claims of infringement on the Services is:

ViewLift  
Attn: Copyright Agent  
1875 Connecticut Avenue, NW  
10<sup>th</sup> Floor  
Washington, D.C. 20009

This contact information is only for suspected copyright infringement. If you would like to contact us about another matter, please email us at [legal@viewlift.com](mailto:legal@viewlift.com).

We will remove any Content that infringes upon the copyright of any person under the laws of the United States upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)), and will terminate the access privileges of those who repeatedly infringe on the copyright of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

## **12. LINKED WEBSITES**

As a convenience to users, we may provide links to third-party content, websites or services. We do not endorse, sponsor, control, or otherwise accept responsibility for this material.

You should be aware that third-party websites are not covered by these Terms of Use or our Privacy Policy, and we therefore cannot be responsible for the content or practices of any such website, even if it links to the ViewLift site or even if the website is operated by a company affiliated or otherwise connected with ViewLift.

## **13. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

You understand that the Services are provided purely for your entertainment, and you agree that we will not be responsible for any damages that you claim result, directly or indirectly, from use of the Services, for any reason, including costs incurred while using the Services, the inaccessibility of the Services, or the costs associated with any claims you bring or try to bring against us.

We do not guarantee that we will continue to provide the Services, that the Services will be available at any particular time or from any particular place, or that they will continue to function in the manner that they currently function. You agree that we will not have liability to you or to others for these changes to the Services.

You agree not to hold us liable for damages you claim are caused by third parties who contact you using the Services or become aware of your identity through the use of the Services, and you understand that, while such behavior is a violation of these Terms of Use, we need not attempt to control or identify individuals who falsify their identities or provide false information to others through the use of the Services.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. VIEWLIFT AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND SUPPLIERS (COLLECTIVELY, THE "VIEWLIFT PARTIES") DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED BY VIEWLIFT.

THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL THE VIEWLIFT PARTIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES (INCLUDING ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN, OBTAINED ON OR PROVIDED THROUGH THE SERVICES).

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, EVEN IF THE CLAIM ALLEGES THAT THE VIEWLIFT PARTIES’ CONDUCT WAS WILLFUL. YOU SPECIFICALLY ACKNOWLEDGE THAT THE VIEWLIFT PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

#### **14. INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE VIEWLIFT PARTIES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS OF DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES) ARISING FROM OR IN CONNECTION WITH: (I) YOUR USE OF AND ACCESS TO THE SERVICES OR CONTENT; (II) SOMEONE ELSE’S AUTHORIZED USE OF YOUR ACCOUNT; (III) YOUR VIOLATION OF ANY TERM OF THESE TERMS OF USE; (IV) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (V) ANY CLAIM THAT YOUR USER CONTENT CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE ANY TERMINATION OF THESE TERMS OF USE OR YOUR ACCESS TO THE SERVICES.

#### **15. TERMINATION**

We may terminate your access to the Services, including your use of Content, at any time and for any reason by providing notification of our decision to the email address that you most recently provided to us or by notifying you by another method. In addition, you may request that we terminate your access to the Services by emailing us at [legal@viewlift.com](mailto:legal@viewlift.com).

Otherwise applicable provisions of these Terms of Use, including, without limitation, the indemnification provisions included above, will survive any such termination. In addition, because the license you grant to us in the User Content that you provide is perpetual, termination of these Terms of Use does not terminate our license to use your User Content as described elsewhere in these Terms of Use.

#### **16. SECURITY**

We have implemented what we believe are the appropriate technical measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge and agree that you provide your

personal information at your own risk.

## **17. YOUR REPRESENTATIONS AND WARRANTIES**

You will be solely responsible for your own User Content and the consequences of publishing it. In connection with User Content, you affirm, represent and warrant, in addition to the other representations and warranties in these Terms of Use, the following:

- a. You have the right to submit the User Content to us and grant the licenses set forth above. You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Services and these Terms of Use, and to assign such rights, including without limitation to ViewLift, and each such person has released you and your assigns from any liability that may arise in relation to such use.
- b. Your User Content and ViewLift's use thereof as contemplated by these Terms of Use and the Services will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity, does not defame any other person, nor disparage any company or product, and does not and will not violate any laws.

## **18. OPERATED FROM THE UNITED STATES**

The Services is controlled and operated from its facilities in the United States. ViewLift makes no representations that the Services is appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the U.S.

## **19. MISCELLANEOUS**

**GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be fully performed therein (without regard to its conflict of laws provisions). Any claim or dispute between you and ViewLift that arises in whole or in part from the Services will be decided exclusively by a court of competent jurisdiction located in New York, New York unless submitted to arbitration as set forth in the following paragraph.

**ARBITRATION.** For any claim (excluding claims for injunctive or other equitable relief) under these Terms of Use the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration will initiate the arbitration through an established alternative dispute resolution ("ADR") provider in New York, New York mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties and all such personal appearances will take place in New York, New York unless otherwise agreed to by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. **ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, YOU AND VIEWLIFT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

**ASSIGNMENT.** You may not assign your rights under these Terms of Use to any third party; we may assign our rights under these Terms of Use without condition.

ENTIRE AGREEMENT. These Terms of Use constitutes the entire agreement between you and us regarding the use of these Services and supersedes any prior or contemporaneous understandings and agreements between you and us related to the subject matter hereof.

SEVERABILITY. The parties agree that each provision of these Terms of Use shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof.

NO WAIVER. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

INTERNET ACCESS CHARGES. You are responsible for any costs you incur to access the internet.

FEEDBACK. You further agree that ViewLift and its affiliates are free to use for any purpose whatsoever ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback or content or User Content posted in response to, as a supplement to, or in association with any other content available on or in connection with the ViewLift Services ("Feedback"), whether oral, written or video/multimedia, that you may send to ViewLift or its affiliates. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that ViewLift has no duties to you, with respect to such Feedback.