



Brand Cam Terms of Service

Welcome to Brand Cam. Brand Cam provides a photo booth platform for both individuals and businesses (the “Photo Services”). The website www.brandcam.io (the “Site”), the Brand Cam mobile applications (collectively, the “Applications”), the various related products (the “Products”) and the various related services, features, functions, software, applications, websites and networks associated with the photo booth platform (together with the Site, the Applications, the Products and the Photo Services, collectively, the “Brand Cam Services”) are provided and operated and are being made available to you and the other users of the Photo Services and any of the other Brand Cam Services, including any event or party organizer, sponsor, administrator, host, guest, visitor, client or customer (collectively, “Users”) by Brand Cam. All defined terms used herein shall have the meanings prescribed to these terms in these Terms of Service.

IMPORTANT! THESE TERMS OF SERVICE (“TERMS”) GOVERN YOUR USE OF THE SITE, THE APPLICATIONS, THE PRODUCTS, THE PHOTO SERVICES AND THE OTHER Brand Cam SERVICES. BY CLICKING “I AGREE”, DOWNLOADING, USING, CONFIGURING OR ACCESSING THE SITE, THE APPLICATIONS, THE PRODUCTS, THE PHOTO SERVICES OR ANY OF THE OTHER Brand Cam SERVICES, OR OTHERWISE SIGNIFYING YOUR ACCEPTANCE OF THESE TERMS, YOU REPRESENT AND WARRANT THAT (A) YOU ARE AUTHORIZED TO ENTER THESE TERMS OF SERVICE FOR AND ON BEHALF OF YOURSELF AND YOUR ORGANIZATION, AND ARE DOING SO, (B) YOU AND YOUR ORGANIZATION CAN LEGALLY ENTER INTO THESE TERMS AND (C) YOU HAVE READ AND UNDERSTAND AND AGREE THAT YOU, THE ORGANIZATION AND EACH USER SHALL BE BOUND BY THESE TERMS OF Service AND Brand Cam’S PRIVACY POLICY ([HTTPS://WWW.BRANDCAM.IO/PRIVACY-POLICY](https://www.brandcam.io/privacy-policy))(THE “PRIVACY POLICY”) AND ALL MODIFICATIONS AND ADDITIONS PROVIDED FOR. IF YOU DO NOT AGREE TO THESE TERMS OF Service OR THE PRIVACY POLICY, PLEASE DO NOT USE ANY OF THE Brand Cam SERVICES.

1. Eligibility.

To access and use the Site, the Applications, the Products, and the other Brand Cam Services, you must be at least 18 years of age.

BY REGISTERING FOR THE SITE, THE APPLICATIONS, THE PHOTO SERVICES OR ANY OF THE OTHER Brand Cam SERVICES, CLICKING THE "I AGREE" BUTTON OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SITE, THE APPLICATIONS, THE PRODUCTS, THE PHOTO SERVICES OR ANY OF THE OTHER Brand Cam SERVICES, YOU REPRESENT THAT:

- YOU SATISFY THE ELIGIBILITY REQUIREMENTS AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE SITE, THE APPLICATIONS, OR ANY OF THE OTHER Brand Cam SERVICES.
- YOU CONFIRM THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH Brand Cam YOU CAN FORM A BINDING CONTRACT WITH Brand Cam; AND YOU WILL COMPLY WITH THESE TERMS AND ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS, RULES AND REGULATIONS.

2. Privacy.

Your privacy is important to Brand Cam. Our goal is to make the Site, the Applications, the Products, the Photo Services, and the other Brand Cam Services as good, useful, and rewarding for you as possible. In order to do that, Brand Cam may collect and process information from you when you use the Site, the Applications, the Products, the Photo Services, and the other Brand Cam Services. Brand Cam will collect certain personally identifiable information from you as outlined in more detail in our Privacy Policy. When you use the Site, the Applications, the Products, the Photo Services, and the other Brand Cam Services, Brand Cam has access to, and in some cases may monitor, your usage of the Site, the Applications, the Products, the Photo Services, and the other Brand Cam Services, including when you send and receive Content (defined below), including photos. By accessing and using the Site, the Applications, Photo Services, and the other Brand Cam Services, you agree that Brand Cam may collect, use, and disclose, as set forth in the Privacy Policy, the information you provide during your access to or use of any of the Brand Cam Services, and in some cases information that is provided by or through any of the Brand Cam Services by other parties.

None of the Site, the Applications, the Photo Services, or the other Brand Cam Services are intended for minors under 13 years of age. If you are between the ages of 13 and 18 (or between 13 and the age of legal majority in your country of residence), you may only use the Brand Cam Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. No one under age 13 may provide any information on or through the Photo Services or any of the other Brand Cam Services. We do not knowingly collect personal information, including photographs, from children under 13. If you are under 13, do not use or provide any information through the Site, the Applications, the Photo Services, or any of the other Brand Cam Services, use any of the interactive or public comment features of any of the Brand Cam Services or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn that we have collected or received personal information from a child under 13 without

verification of parental consent, we will delete that information. If you believe that we might have any information from or about a child under 13, please contact us at cam@brandcam.io.

3. License Grant; Unauthorized Use.

3.1 License Grant

Subject to your compliance with all the terms and conditions set out in these Terms, Brand Cam hereby grants to you a limited, non-exclusive, non-transferable, freely revocable license (a) to install and use the Applications on your mobile and other devices and (b) to access and use the Site, the Photo Services and the other Brand Cam Services as contemplated herein.

Updates including important updates and bug fixes to the Applications and any other software or mobile applications that Brand Cam provides to you in connection with the Brand Cam Services from time to time will generally be available through the Apple Store and such other app stores from which you can download the Applications or any other software or mobile applications now or in the future. Now or in the future, you may also be notified of available updates, or the Applications or such other software or mobile applications may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

3.2 Prevention of Unauthorized Use

Brand Cam reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the Site, the Applications, or the other Brand Cam Services, including, but not limited to, technological barriers, IP mapping, and directly contacting your Internet Brand Cam Service Provider (ISP) regarding such unauthorized use.

4. Photo Services and Photos

4.1 Consents

If you are responsible, directly or indirectly, for the operation or management of the Photo Services at any party, event or other occasion or under any other circumstance (an "Event") (including the taking of pictures of any of the Users)(the "Operator"), you shall obtain all releases, waivers, approvals and other consents necessary (a) for any User to access and use the Photo Services, (b) to upload and publicly display without restriction any and all photos taken through the Photo Services (the "Photos") onto the Site and (c) for Brand Cam and other Users to host, transfer, display, perform, reproduce, distribute, modify and otherwise exploit the Photos (and any copyrights, publicity, database and other proprietary rights therein and derivative works thereof), in connection with the Site, the Applications, the Photo Services and the other Brand Cam Services and Brand Cam's (and its successors' and affiliates') business, including without limitation, promoting, advertising and redistributing part or all of the Brand Cam Services (and derivative works thereof), in any media formats and/or through any social network channels (collectively, the "Social Networks"), including, Brand Cam's Facebook page, Brand Cam's Instagram Page and X formally known as Twitter.

If you are an individual User using the Photo Services at any Event, you hereby (a) waive any right of publicity that you may have with respect to your Photos and (b) approve and consent to (i) the uploading and public display without restriction of your Photos onto the Site and (ii) the hosting, transferring, displaying, performing, reproduction, distribution, modifying and otherwise exploiting of your Photos (and any copyrights, publicity, database and other proprietary rights therein and derivative works thereof) by Brand Cam, in connection with the Site, the Applications, the Photo Services and the other Brand Cam Services and Brand Cam's (and its successors' and affiliates') business, including without limitation, promoting, advertising and redistributing part or all of the Brand Cam Services in any media formats and/or through any Social Networks.

4.2 Eligibility

If you are the Operator of the Photo Services at any Event, you shall ensure that any User using the Photo Services is eligible to use the Photo Services and the other Brand Cam Services in accordance with these Terms and all applicable laws, rules and regulations. If you believe for any reason that any of the Users may not be so eligible to use the Photo Services or any of the other Brand Cam Services, then you acknowledge and agree, among other things, to use the management tools provided by Brand Cam (the "Management Tools") or otherwise restrict access to the Photo Services to ensure compliance with these Terms and all applicable laws, rules, and regulations. The Management Tools may include a mechanism that enables only you as Operator to control if and when Photos will be uploaded to the Site.

4.3 User Distribution

After a Photo is uploaded to the Site, you may receive a link to the Photo on the Site. You may share or post that link including through text, email, and any social network subject to compliance with these Terms and all applicable laws, rules, and regulations. You shall be solely responsible for compliance with these Terms or any such applicable laws, rules, and obligations and Brand Cam shall have no liability or obligation to you or any other User regarding any such Photos or links.

4.4 Waiver

You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Brand Cam with respect to any rights or actions that are contemplated under this Section 4.

5. Fees.

To the extent that you are obligated to pay any licensing, subscription or other fees to receive any of the Brand Cam Services or participate in activities associated with the Brand Cam Services (collectively, the "Fees"), you agree to pay, and authorize Brand Cam to charge for, such Fees in accordance with the applicable terms and conditions. Brand Cam reserves the right to modify any such Fees at any time in accordance with Section 10.

ALL FEES ARE NON-REFUNDABLE, NON-CANCELLABLE AND NON-CREDITABLE UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THE APPLICABLE TERMS AND CONDITIONS OR PROHIBITED BY LAW.

6. Additional Policies.

When using the Site, the Applications, the Photo Services, and the other Brand Cam Services, you will be subject to any additional posted policies, guidelines, or rules applicable to the Site and Applications and features which may be posted from time to time (the “Policies”). All such Policies are hereby incorporated by reference into these Terms.

7. Respecting Other People’s Rights.

Brand Cam respects the rights of others and so should you. You therefore may not post or send Content that:

- violates or infringes someone else’s rights of publicity, privacy, copyright, trademark, or other intellectual property right;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by Brand Cam in its sole discretion;
- is false, misleading, untruthful or inaccurate;
- includes anyone’s identification documents or sensitive financial information
- impersonates any person or entity, including any of Brand Cam’s employees or representatives; or
- spams or solicits any Users.

8. License Grant for Content; Representations and Warranties.

8.1 Limited License Grant to Brand Cam.

The Site, the Applications, the Photo Services and the other Brand Cam Services permit the submission and/or posting or linking of Photos and other pictures, audio and video recordings, text, data, information and other input or any other content linked, posted, and/or submitted by you or other Users, in each case whether or not made available to other Users (“Content”). By uploading, providing, posting, distributing or disseminating any Content to or through the Site, the Applications, the Photo Services or the other Brand Cam Services, you hereby grant to Brand Cam a worldwide, non-exclusive, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), assignable, fully paid-up, royalty-free, license to host, transfer, display, perform, reproduce, distribute, modify and otherwise exploit your Content (and any copyrights, publicity, database and other proprietary rights therein), in connection with the Site, the Applications, the Photo Services and the other Brand Cam Services and Brand Cam’s (and its successors’ and affiliates’) business, including without limitation for promoting and redistributing part or all of the Applications and the Photo Services (and derivative works thereof), in any media formats and/or through any Social Media.

8.2 Content Use by Other Users.

You hereby consent to the use of your Content by other Users that are authorized to access your Content in the manner contemplated by these Terms and any of the Brand Cam Services.

8.3 Content Representations and Warranties.

You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of your Content (including any Photos) and the consequences of posting or publishing any Content. By uploading and publishing your Content, you affirm, represent, and warrant that: (1) you are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize Brand Cam and the Users to use and distribute your Content as necessary to exercise the licenses granted by you in this Section 8 and in the manner contemplated by Brand Cam and these Terms; (2) your Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or violate or invade the right of privacy, publicity or other rights of any person or entity; and (3) your Content does not contain any viruses, adware, spyware, worms, or other malicious code or any content or file that provides a method to access to potentially infringing content outside of any of the Brand Cam Services. Violators of these third-party rights may be subject to criminal and civil liability. Brand Cam reserves all rights and remedies against any Users who violate these Terms.

8.4 Content Disclaimer.

You understand that when accessing or using any of the Brand Cam Services you may be exposed to Content or other materials from a variety of sources and that Brand Cam is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such Content and other content. You further understand and acknowledge that you may be exposed to Content (including Photos) and other materials that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Brand Cam with respect thereto. Brand Cam does not endorse any Content and other material or any opinion, recommendation, or advice expressed therein, and Brand Cam expressly disclaims any and all liability in connection with Content and other materials. If notified by a User or a content owner of any Content or other content or materials that allegedly do not conform to these Terms, Brand Cam may investigate the allegation and determine in its sole discretion whether to remove the Content or other content or materials, which it reserves the right to do at any time and without notice. For clarity, Brand Cam does not permit copyright infringing activities on or through any of the Brand Cam Services.

9. Prohibited Conduct.

BY USING ANY OF THE Brand Cam SERVICES YOU AGREE NOT TO:

- 9.1 Decipher, decompile, disassemble, reverse engineer, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of any of the Brand Cam Services, in whole

or in part (except to the extent that the laws of your jurisdiction make such restrictions unenforceable);

- 9.2 Prepare any derivative work of any of the Brand Cam Services or any other program based upon any of the Brand Cam Services;
- 9.3 Reproduce (except as expressly permitted herein), modify, adapt, translate, or otherwise make any changes to any of the Brand Cam Services or any part thereof;
- 9.4 Copy, disclose, or distribute any data available on or through any of the Brand Cam Services in any medium, including without limitation, by any automated or non-automated “scraping;”
- 9.5 Interfere with, circumvent, or disable any security or other technological features or measures of any of the Brand Cam Services or attempt to gain unauthorized access to any of the Brand Cam Services or its related systems or networks;
- 9.6 Make unsolicited offers, advertisements, or proposals, or send junk mail or spam to other Users of any of the Brand Cam Services (including, but not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures)
- 9.7 Use bots or other automated methods to: access any of the Brand Cam Services, download profiles, contacts, or any other information, send or redirect messages, or perform any other activities through any of the Brand Cam Services; or
- 9.8 Use any of the Brand Cam Services or any unlawful or inappropriate activities, such as gambling, obscenity, pornography, violence, transmission of deceptive messages, or harassment.

10. Third Party Sites.

The Photo Services may include links or references to other websites or services (“Third Party Sites”) solely as a convenience to Users. Brand Cam does not endorse any such Third Party Sites or the information, materials, products, or other Brand Cam Services contained on or accessible through Third Party Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through any of the Brand Cam Services are solely between you and such advertiser. Access and use of Third Party Sites, including the information, materials, products, and services on or available through Third Party Sites are solely at your own risk.

11. MOBILE AND DATA CHARGES.

You are responsible for any mobile and data charges that you may incur for using any of the Brand Cam Services, including text-messaging and data charges. If you’re unsure what those charges may be, you should ask your service provider before using any of the Brand Cam Services.

12. Termination; Terms of Use Violations.

12.1 Brand Cam.

You agree that Brand Cam, in its sole discretion, for any or no reason, and without penalty, may terminate your use of the Applications, the Photo Services or any other Brand Cam Services or any account (or any part thereof) you may have with Brand Cam and remove and discard all or any part of your account, user profile, and any Content, at any time. Brand Cam may also in its sole discretion and at any time discontinue providing access to any of the Brand Cam Services, or any part thereof, with or without notice. You agree that any termination of your access to the any of the Brand Cam Services or any account you may have or portion thereof may be effected without prior notice, and you agree that Brand Cam will not be liable to you or any third party for any such termination. Brand Cam reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Brand Cam to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Brand Cam may have at law or in equity. As discussed herein, Brand Cam does not permit copyright infringing activities on any of the Brand Cam Services, and shall be permitted to terminate access to any of the Brand Cam Services, and remove all Content or other content submitted by any Users who are found to be repeat infringers. BY ACCEPTING THESE TERMS, YOU WAIVE AND SHALL HOLD Brand Cam HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY Brand Cam DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER Brand Cam OR LAW ENFORCEMENT AUTHORITIES.

12.2 You.

Your only remedy with respect to any dissatisfaction with (i) the Site, the Applications, the Photo Services or any of the other Brand Cam Services, (ii) any term of these Terms, (iii) any policy or practice of Brand Cam in any of the Brand Cam Services, or (iv) any Content or information transmitted through any of the Brand Cam Services, is to terminate your account and your use of the Brand Cam Services. You may terminate your use of Brand Cam Services and your account at any time by contacting cam@brandcam.io from the email address on file with your account with your request for termination. After such termination, you must refrain from use of the Brand Cam Services until authorized by Brand Cam.

13. Ownership; Proprietary Rights.

The Site, the Applications, the Photo Services and the other Brand Cam Services are owned and operated by Brand Cam. The visual interfaces, graphics, design, compilation, information, intellectual property, computer code (including source code or object code), products, software, services, and all other elements of the Site, the Applications the Photo Services and the other Brand Cam Services provided by Brand Cam (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any Content

that are provided and owned by you or other Users, all Materials contained on the Site and the Applications are the property of Brand Cam or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, Brand Cam Service marks, and trade names are proprietary to Brand Cam or its affiliates and/or third-party licensors (collectively, the “Brand Cam Trademarks”). Any and all use by you or any other User of the Brand Cam Trademarks shall be subject to the prior written approval by of Brand Cam. You and all other Users shall comply with all reasonable requirements for the use of the Brand Cam Trademarks as disclosed in writing by Buyer. Except as expressly authorized by Brand Cam, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Brand Cam reserves all rights not expressly granted in these Terms.

14. Indemnification.

You agree to indemnify, save, and hold Brand Cam, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Site, the Applications, the Photo Services or any the Brand Cam Services, any of the Content or any Product, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. Brand Cam reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Brand Cam, and you agree to cooperate with Brand Cam’s defense of these claims. Brand Cam will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

15. No Warranties; Disclaimers.

16.1 No Warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Brand Cam AND ITS AFFILIATES, CONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, THIRD-PARTY PARTNERS, LICENSORS AND SUPPLIERS (COLLECTIVELY, THE “Brand Cam PARTIES”) DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE SITE, THE APPLICATIONS, THE PHOTO SERVICES AND THE OTHER Brand Cam SERVICES AND THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, Brand Cam PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE SITE, THE APPLICATIONS, THE PHOTO SERVICES OR ANY THE OTHER Brand Cam SERVICES AND THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE Brand Cam PARTIES OR THROUGH ANY OF

THE Brand Cam SERVICES OR THE PRODUCTS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

16.2 “As Is” and “As Available” and “With all Faults”.

YOU EXPRESSLY AGREE THAT THE USE OF THE SITE, THE APPLICATIONS, THE PHOTO SERVICES AND THE OTHER Brand Cam SERVICES AND THE PRODUCTS ARE AT YOUR SOLE RISK. THE SITE, THE APPLICATIONS, THE PHOTO SERVICES AND THE OTHER Brand Cam SERVICES, THE PRODUCTS AND ANY DATA, ASSESSMENTS, RESULTS, INFORMATION, THIRD-PARTY SOFTWARE, CONTENT, THIRD PARTY SITES, APPLICATIONS, THE Brand Cam SERVICES, OR PRODUCTS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH ANY OF THE Brand Cam SERVICES OR THE PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE”, “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

16.3 Platform Operation and Content.

THE Brand Cam PARTIES DO NOT WARRANT THAT THE DATA, ASSESSMENTS, RESULTS, CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH ANY OF THE Brand Cam SERVICES, THE PRODUCTS OR ANY THIRD PARTY SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

16.4 Accuracy.

THE Brand Cam PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY OF THE Brand Cam SERVICES, THE PRODUCTS OR ANY THIRD PARTY SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

16.5 Harm to Your Computer.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, ASSESSMENTS, RESULTS OR DATA THROUGH ANY OF THE Brand Cam SERVICES, THE PRODUCTS OR ANY THIRD PARTY SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

17. Limitation of Liability and Damages.

17.1 Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL THE Brand Cam PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL,

CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE SITE, THE APPLICATIONS, THE PHOTO BOOTH SERVICES OR ANY OF THE OTHER Brand Cam SERVICES OR THE MATERIALS, ASSESSMENTS, RESULTS OR CONTENT ON ANY OF THE Brand Cam SERVICES, THE PRODUCTS OR ANY THIRD PARTY SITES, OR ANY OTHER INTERACTIONS WITH Brand Cam, ANY CLIENTS, CUSTOMERS, GUESTS OR OTHER USERS EVEN IF Brand Cam OR A Brand Cam AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, Brand Cam'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

17.2 Limitation of Damages.

IN NO EVENT WILL THE Brand Cam PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS OR USE OF ANY OF THE Brand Cam SERVICES, OR ANY PRODUCT OR YOUR INTERACTION WITH OTHER USERS (ANY CLIENTS, CUSTOMERS OR GUESTS) (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU (OR ON YOUR BEHALF), IF ANY, TO Brand Cam DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR TEN DOLLARS, WHICHEVER IS GREATER.

17.3 Release for Disputes between Users.

If you have a dispute with any other Users (including any clients, customers or guests) or other third parties, you release Brand Cam and the other Brand Cam Parties from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

17.4 Third Party Sites.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR Brand Cam SERVICES SOLD OR PROVIDED ON ANY THIRD PARTY SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN Brand Cam AND RECEIVED THROUGH OR ADVERTISED ON OR THROUGH ANY OF THE Brand Cam SERVICES OR RECEIVED THROUGH ANY THIRD PARTY SITES.

17.5 Basis of the Bargain.

YOU ACKNOWLEDGE AND AGREE THAT Brand Cam HAS OFFERED THE SITE, APPLICATIONS, THE PHOTO BOOTH SERVICES AND THE OTHER Brand Cam SERVICES, ITS PRODUCTS, SET ITS PRICES, AND ENTERED INTO THESE TERMS 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 Brand Cam, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND Brand Cam. Brand Cam WOULD NOT BE ABLE TO PROVIDE ANY OF THE Brand Cam SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

17.6 Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

18. UNITED STATES EXPORT CONTROLS.

You agree to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any software, technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained with respect to the countries specified in the applicable United States Export Administration Regulations (or any successor supplement or regulations). The transfer of certain technical data and commodities may require a license from an agency of the United States government and/or written assurances by you that you will not export such software, technical data or commodities to certain foreign countries without prior approval of such agency. Your rights under these Terms are contingent on your compliance with this provision.

19. MISCELLANEOUS.

19.1 Notice.

Brand Cam may provide you with notices, including those regarding changes to these Terms, by email, regular mail or postings on or through the Brand Cam Services. Notice will be deemed given twenty-four hours after email is sent, unless Brand Cam is notified that the email address

is invalid. Alternatively, Brand Cam may give you legal notice by mail to a postal address, if provided by you through the Applications. In such case, notice will be deemed given three days after the date of mailing. Notice posted on or through any of the Brand Cam Services is deemed given 30 days following the initial posting.

19.2 Waiver.

The failure of Brand Cam to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Brand Cam.

19.3 Dispute Resolution.

If a dispute arises between you and Brand Cam, the goal is to provide you with a neutral and cost effective methods of resolving the dispute quickly. Accordingly, you and Brand Cam agree that any dispute, claim or controversy at law or equity that arises out of these Terms, the Site, the Applications, the Photo Services or any of the other Brand Cam Services or the Privacy Policy (a "Claim") will be resolved in accordance with this Section 22.3 or as Brand Cam and you otherwise agree in writing. Before resorting to these dispute methods, Brand Cam strongly encourages you to first contact Brand Cam directly to seek a resolution.

(a) Choice of Law. These Terms shall be governed in all respects by the laws of the State of Colorado, without regard to its conflict of law provisions. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY CLAIM OR OTHERWISE IN CONNECTION WITH THESE TERMS, APPLICATIONS OR THE SITE.

(b) Arbitration and Class Action Waiver. PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS.

(i) ARBITRATION. YOU AGREE THAT ALL CLAIMS BETWEEN YOU AND Brand Cam (WHETHER OR NOT SUCH CLAIM INVOLVES A THIRD PARTY) IN CONNECTION WITH THESE TERMS, THE SITE, THE APPLICATIONS, THE PHOTO SERVICES AND THE OTHER Brand Cam SERVICES INCLUDING WITHOUT LIMITATION, YOUR RIGHTS OF PRIVACY AND ANY PRODUCTS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND Brand Cam HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND Brand Cam WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU MAY bring claims only on your own behalf.

Neither you nor Brand Cam will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST Brand Cam INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate

in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Brand Cam is a party to the proceeding.

This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms.

(ii) Judicial Forum for Disputes. In the event that the agreement to arbitrate under Section 22.3(b) is found not to apply to you or your claim, you and Brand Cam agree that any judicial proceeding (other than small claims actions) must be brought solely and exclusively in, and will be subject to the Brand Cam Service of process and other applicable procedural rules of, the federal or state courts of Travis County, TX. Both you and Brand Cam irrevocably consent to venue and personal jurisdiction there. Notwithstanding the foregoing, Brand Cam may bring a claim for equitable relief in any court with proper jurisdiction.

(iii) This arbitration agreement will survive the termination of your use of the Site, the Applications, the Products, the Photo Services or any of the other Brand Cam Services or your relationship with Brand Cam.

(c) Improperly Filed Claims. All claims you bring against Brand Cam must be resolved in accordance with this Section 22.3. All claims filed or brought contrary to this Section 22.3 shall be considered improperly filed. Should you file a claim contrary to this Section 22.3, Brand Cam may recover attorneys' fees and costs up to \$10,000.00, provided that Brand Cam has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

(d) Prevailing Party. In the event that either party institutes any legal suit, action or proceeding against the other party arising out of or relating to these Terms, the Privacy Policy, the Site, the Applications, the Products, the Photo Services or any of the other Brand Cam Services, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

(e) Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE PRIVACY POLICY, THE SITE, THE APPLICATIONS, THE PHOTO SERVICES OR ANY OF THE OTHER Brand Cam SERVICES, ANY PRODUCT, ANY CONTENT OR YOUR RELATIONSHIP WITH US MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19.4 Severability.

If any provision of these Terms (including any Policies) is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

19.5 Assignment.

These Terms and related Policies, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Brand Cam without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

19.6 Survival.

Upon termination of these Terms, your use of any of the Brand Cam Services or your relationship with Brand Cam, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 1, 2, and 8 - 22.

19.7 Headings.

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

19.8 Entire Agreement.

These Terms, including the Privacy Policy and the Policies, are the entire agreement between you and Brand Cam relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Policies made by Brand Cam as set forth in Section 8 above.

19.9 No Agency.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

19.10 Geographic Restrictions.

Brand Cam is based in the state of North Carolina in the United States. Brand Cam makes no claims that any of the Brand Cam Services or any of its Content is accessible or appropriate outside of the United States. Access to any of the Brand Cam Services may not be legal by certain persons or in certain countries. If you access any of the Brand Cam Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Brand Cam with respect thereto.

22.11 Disclosures.

The Site, the Applications, the Photo Services and the other Brand Cam Services are offered by Brand Cam, email: cam@brandcam.io. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

