



# Terms and Conditions

Policy





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# 1. Acceptance of Videosign Platform Terms and Conditions

These terms and conditions (“Terms”) govern your access to the information contained on the Videosign website (the “Website”), use of the Videosign application program interface(s) (API(s)), sample software code, and other related materials provided or made available by Videosign (the “Platform”) that enable you to implement the Videosign video and business process platform services offered by Videosign (the “Service”) on one or more website(s), web application(s), or mobile application(s) owned and controlled by you (“Your Product”).

“Videosign”, “we”, “us”, “our”, and similar means Videosign Ltd as the context requires.

“You” or “your” means you, the person who has subscribed to and/or is using or uses the Platform and Service and is the licensee under these Terms, or the employer or other entity on whose behalf you are acting.

In order to use the Website, Platform, and Services, you are required to accept and to agree to be bound by these Terms. Where applicable you agree to incorporate these Terms into your Products and ensure that your customers adhere to these Terms.

We reserve the right to change, modify, or update the Platform at any time, to impose additional restrictions or limitations on the Service (including, without limitation, the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Videosign’s servers on your behalf), or to change, modify or update the fees charged for all or a portion of the Service. You agree that Videosign has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. Videosign may decide what features to include in the Service and whether to make them optional or mandatory. You further acknowledge that Videosign reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

We also reserve the right to change, modify or update the Terms at any time. If we revise the Terms, we will post the revised Terms on our Website, and you consent to receiving notice of any changes through such posting. If required by law, Videosign will also provide you notice of changes as provided in Section 19. If you do not agree to the revisions, you must cease to use the Platform and remove the Service from Your Product. Your continued use of the Platform or use of the Service on Your Product after the posting of the revised Terms means that you have accepted the new Terms



## 2. API Key

You consent to the collection and processing of your personal information in order to provide you an application programming interface (“API”) key. If you share your API key with any person, you (and not Videosign) are responsible for any actions that person may take. If you believe that someone has used your API key without your permission, contact us at [enquiries@videosign.co.uk](mailto:enquiries@videosign.co.uk).

## 3. Eligibility and Authority

If you are signing up for the Platform and the Service on behalf of a company, you represent that you are duly authorized to represent such company and accept the Terms on behalf of such company. If you are entering into these Terms on behalf of your company, the terms “you” and “your” in these Terms mean your company and all of its employees. If you are entering into these Terms on your own behalf, you agree that you are personally bound by these Terms. In such cases, the terms “you” and “your” mean you.

## 4. License

- a) Subject to your compliance with these Terms and with the payment requirements for the Services, Videosign grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to use the Platform in order to display, interface and implement the Service on Your Product, solely in accordance with the terms and conditions of these Terms. You may not install or use the Platform for any other purpose without Videosign’s prior written consent.
- b) You acknowledge that the Platform and the Service are protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the United Kingdom and other countries and that all ownership and intellectual property rights in the Platform and the Service, including without limitation the trademark VIDEOSIGN and all related trade names, service marks, logos, domain names and the like (“Videosign Marks”) do and shall, as between you and Videosign, belong exclusively to Videosign. Except as expressly provided herein, these Terms grant you no right, title, license, or interest in any intellectual property owned or licensed by Videosign, including (but not limited to) the Platform, the Service or the Videosign Marks.
- c) You will not sell, transfer, assign, rent, lease, or sublicense Videosign’s code, the Platform, or the Service to anyone.
- d) To the extent any features available through the Service are provided by other third parties, Videosign will make commercially reasonable efforts to communicate any policies, requirements, or guidelines of those third parties to you. You agree to follow those policies, requirements, or guidelines.



## 5. Integration of the Service on your Product

- a) The Service includes branding for Videosign. You agree not to remove, obscure, or alter any branding contained in the Service or any notice of any Videosign Marks. You may not display Videosign Marks on Your Product (or otherwise) other than (i) through the display of the Service(ii) solely for the purpose of disclosing that Your Product has implemented the Service in a manner that does not suggest any further relationship or endorsement of Your Product by Videosign.
- b) Other than through the API configuration options provided by Videosign, you may not, nor allow any third party to, alter, change or modify any user interface, feature or functionality of the Service without the express written consent of Videosign.
- c) You may not nor allow any third party to, copy, reverse engineer, decompile or disassemble Videosign's code, the Platform, or the Service, or build alternative methods to access the Service other than as provided through the Platform (except to the limited extent such restrictions are expressly prohibited by applicable statutory law).
- d) Notwithstanding the foregoing paragraphs of this Section 5, Videosign licenses certain components of the Platform (e.g. the Videosign HTML Embed) under a permissive software license. In these cases, you agree not to use any Videosign Marks, including those originally built into the code we provide, in any modified version of that code unless you have entered into a separate written trademark license agreement with Videosign.
- e) You agree to update code provided by Videosign in connection with modifications to the Service or Platform in a reasonable and timely fashion after Videosign makes them available.
- f) Videosign may update files on our servers that will automatically change the functionality of the Platform or Service, and you consent to those updates.
- g) You will not obscure or cover any graphical element of the Service or otherwise interfere with the operation of the Platform or Service.
- h) When users interact with the Service, Videosign receives and stores certain personally non-identifiable information as well as aggregated user information and statistics, such as number of unique users, number of sessions and total minutes streamed. Videosign may store such information itself or such information may be stored by and shared with Videosign affiliates, agents, service providers and current and prospective business partners. Videosign uses the foregoing information to provide, improve, market and enhance its products and services and for other lawful business purposes.
- i) Videosign reserves the right to place volume limitations on access to the Platform or Service. Videosign reserves the right to cap concurrent video chat sessions conducted via Your Product in its discretion.



j) These Terms do not entitle you to any support for the Platform or the Service, unless you make separate arrangements with Videosign and pay all fees associated with such support (if any). Any such support provided by Videosign shall be subject to the Terms as modified by the associated support agreement.

k) You hereby grant Videosign a limited, non-exclusive, non-transferable, non-sublicensable, license to display your trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that you use the Platform and the Service.

l) You may not sell or otherwise display any advertising, promotion or sponsorship within the Service (pre-roll, post-rolls).s



## 6. Videosign Digital Signing Service

### Business Process

Videosign Digital Signing delivers a business process through the Service that enables one or more digital signatures to be placed into an electronic version of a compatible PDF document and virtually witnessed.

### Definitions

In this section 6, the following words have the following meanings:

Digital Signature means an electronic signature as defined in section 209 of the Contract and Commercial Law Act 2017 that incorporates public-key cryptology being a method described in paragraph 62 of the UNCITRAL Model Law on Electronic Signatures with Guide to Enactment 2001.

Digital Signing Process means that part of the Service that incorporates a method by which an electronic signature is attached to an electronic document.

Signatory means a person who places a digital signature on a document utilising the Service and includes a person signing as a party to a document or a person witnessing a party inserting that party's digital signature into a document.

### Your Responsibilities

You are solely responsible for ensuring that the business process deployed each time you use the Digital Signing Process:

- (a) is as reliable as is appropriate for the purpose for which that Digital Signature is required; and
- (b) adequately identifies the Signatory; and
- (c) indicates the Signatory's approval of the information contained in the relevant document.

You are also solely responsible for ensuring that:

1. all parties to the electronic document consent to it being signed using the Digital Signing Process;
2. each person named as signatory is who they say they are and no other person;
3. if required, evidence verifying the Signatory's identity is obtained and retained; and
4. the names and other details relating to each Signatory are true and correct as inputted into the Service, and you have full legal authority to use that information, including all related personal information.

### Our Liability

Videosign is not liable for nor does it provide any indemnity in respect of any error or omission or functional deficiency within the Digital Signing Process.



Videosign does not accept any responsibility or liability to you or any other person (including any third party using or relying on the Service if any of your obligations or requirements as stated in these terms are not fulfilled for any reason.

The provisions of the Consumer Guarantees Act 1993 do not apply to these agreement terms or to your use of the Service if you are using the Digital Signing Process for business purposes. For the purposes of section 5D of the Fair Trading Act 1986, sections 9, 12A and 13 of that Act do not apply, and you agree that this is fair and reasonable in the context of these terms.

All other terms and conditions that would otherwise be implied, by operation of law, so as to form part of these terms, are excluded to the fullest extent permitted by law.

Videosign is not liable to you or any other third party for any indirect or consequential loss, or for any loss of profit, revenue, or data. The provisions of section 15 of these terms applies to any loss for which Videosign may be liable to you.

Videosign will not be liable to the extent that any liability arises from any third party telecommunications failure or quality issue, or failure of electricity mains supply, or strike or other industrial unrest, or any riot, fire, explosion, flood, earthquake, volcanism or other Act of God, or any governmental action, or any other cause which is beyond the reasonable control of Videosign.

You indemnify and hold Videosign including its officers, employees and agents, harmless against all costs, loss, expense and damages suffered or incurred by Videosign, or its officers, employees and agents, as a result of a breach of these term by you, and in each case on a full indemnity basis.





## 7. Free Trials

- a) In its sole discretion, Videosign shall determine whether you are eligible for a free trial subscription to the Service.
- b) Videosign reserves the right to limit the number of free trials per user or per account and take actions to prevent abuse.
- c) During the free trial, you are authorized to access and use the Platform and Service solely to the extent allowed by Videosign.
- d) Videosign will maintain storage of the video recordings only during the trial period. At the end of the trial period if the user becomes a subscriber of the Videosign service the video recordings will be retained under that users records. At the end of the trial if the user does not become a subscriber the recordings will be deleted unless otherwise agreed in advance with Videosign.
- e) Videosign is not obligated in any way to provide customer support or technical assistance to you during your free trial.
- f) Videosign may change the conditions of the free trial or discontinue it entirely at any time without notice.
- g) Videosign expressly prohibits you from deploying the Service on any public or privately-facing website or mobile application for any commercial purpose (a “Live Deployment”) during the free trial including without limitation (i) for the purpose of generating advertising revenue directly or indirectly from the Service, (ii) as an inducement for downloading toolbars, plugins, or downloads of any type, (iii) as part of a paid service of any kind, (iv) to provide any form of paid or unpaid support to your customers or users, or (v) as part of any brand, product, or service promotion or communication activity of any kind. Videosign reserves the right at any time to terminate your free trial and suspend your API key should it determine in its sole discretion that your free trial is a Live Deployment.
- h) You must agree to these Terms in order to be eligible for a free trial.



## 8. Subscription Prices and Fees

a) To the extent the Services or any portion thereof are made available for any fee, you agree to pay all applicable fees (including any minimum subscription fees) as set forth in the pricing section of our Website. We may increase or add new fees for any existing Service or Service feature by giving you notice. All fees payable by you are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes) (“Additional Charges”), and you agree to bear and be responsible for the payment of all such Additional Charges, excluding taxes based upon Videosign’s net income.

b) We may specify the manner in which you will pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. All amounts payable by you under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, you shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding had been required.

c) Should you have any dispute as to fees associated with your account, please contact us at [support@videosign.co](mailto:support@videosign.co) within 30 days of the date of the activity that generated such dispute, and we will attempt to resolve the matter. Any and all refunds issued to resolve such a dispute shall be issued as credits to your account, but in no event shall there be any cash refunds. Disputes older than 90 days shall not be entitled to any refunds or credits.

d) Videosign subscriptions auto-renew. If you want to cancel your renewal you must contact us on [outboundbilling@videosign.co](mailto:outboundbilling@videosign.co) seven business days prior to your subscription renewal date. If you cancel your subscription, you will not receive a refund for any service already paid for.

e) Videosign reserves the right to identify your country of domicile and operation and charges fees in the appropriate currency.



## 9. Archiving and Storage of Recorded Communications and Personal Data

You acknowledge and understand that there are federal, state, local and international laws governing the electronic recording of communications and that Videosign will not be liable for any illegal use of the Service. You should carefully review your own circumstances when deciding whether to use the recording features of the Service and it is your responsibility to determine if the electronic recordings are legal under applicable federal and state laws. You agree to comply, and require that your users comply, with all applicable laws, whether federal, state, local or international, relating to the privacy of communication for all parties to a conversation, including, when required, advising all participants in a recorded video chat that the video chat is being recorded. In addition, you acknowledge that the storage of recorded communications is not guaranteed by Videosign and agree that Videosign will not have any liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur with respect to the loss or deletion of recorded communications.

Videosign will also store and retain personal data from time to time. Videosign is registered with The Information Commissioners Office in the UK as a 'Data Controller'. As such We determine the purposes and means of the processing of any information relating to You ('Your Personal Data'). We are committed to keeping Your Personal Data confidential and process all information in accordance with the [Data Protection](#) Laws. We will process Your Personal Data lawfully, fairly, and in a transparent manner. We will collect Your Personal Data for specified, explicit, and legitimate purposes and not further process it in a manner that is incompatible with those purposes. We will ensure that Your Personal Data is adequate, accurate, relevant and limited to what is necessary in relation to the purposes for which it is processed. We will keep Your Personal Data in a form which permits identification of Data Subjects (the persons to whom the Personal Data relates) for no longer than is necessary. We will process Your Personal Data in a manner that ensures appropriate security. We will only process Your Personal Data where at least one of the following applies: a.) We have Your consent, b.) It is necessary to fulfil Our contractual obligations, c.) It is necessary to comply with a legal obligation to which We are subject.



## 10. Prohibited Websites and Content

You are solely responsible for all content, services and advertising available through Your Product. You may not incorporate or use the Service in connection with Your Product if Your Product or any of the content, services or advertising available on Your Product (or if your use of the Service otherwise) falls within any description below:

- a) Is primarily directed to children aged 13 or under or that has children aged 13 or under as a significant proportion of its users;
- b) Uses the Platform in, or to develop, a product or service that competes with products or services offered by Videosign;
- c) Contains adult entertainment, including pornography, erotic content, sexually explicit content, prostitution, or any other content not appropriate for general audiences;
- d) Offers or promotes gambling, games of chance involving the payment of any consideration, or illegal sweepstakes or contests;
- e) Promotes, encourages or facilitates any illegal activity, violates the law or violates the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality);
- f) Constitutes, promotes or is used for the purpose of dealing in: spyware, adware, or other malicious programs or code; counterfeit goods; unsolicited mass distribution of email; multi-level marketing proposals; hate materials; hacking/surveillance/interception/descrambling equipment; libellous, defamatory, abusive, harassing or otherwise offensive content; body parts or bodily fluids; stolen products or items used for theft; fireworks, explosives, or hazardous materials; or weapons.

If you are unsure whether Your Product meets any description above, please email us at [enquiries@videosign.co.uk](mailto:enquiries@videosign.co.uk) so we can discuss whether your proposed use is acceptable.



## 11. Your Compliance Obligations

- a) Privacy. If Your Product collects displays or transmits any personal information about your users, you will prominently display a privacy policy that complies with all applicable laws and that makes it clear to users what data you collect and how you will use, display or share that data. You will collect and use user data on Your Product only in accordance with your privacy policy and all applicable laws and regulations.
- b) Data Disclosure. Without limiting your obligations under these Terms, you will not disclose any user data that you derive from any user's usage of the Service (including without limitation chat logs, registration information, contact information or IP addresses) other than in compliance with your privacy policy and all applicable legal requirements.
- c) Monitoring and Abuse. Videosign does not actively monitor the Service, but may elect to do so in its discretion. However, Videosign will not be responsible for any claim based on any commentary or content posted in the Service by any user or any actions taken by any user of the Service, including any claim that the user content violates any person's rights or is defamatory, libellous or otherwise illegal. You acknowledge that you are solely responsible for monitoring and controlling abusive or inappropriate behaviour in the Service in connection with Your Product. You will regularly monitor and respond to reports of abuse, including by terminating user accounts where appropriate. You will also ensure that Your Product that implement the Service is at all times subject to terms and conditions binding on all users that are no less protective of Videosign and the Platform (and no less restrictive) than these Terms.
- d) You will comply with United Kingdom Copyright, Designs and Patents Act 1988 and subsequent amendments. You will maintain a policy for removing content which infringes under the Act.
- e) Content. You are solely responsible for all information, data, text, communications, recordings, videos, music, sound, photographs, messages or other materials ("content") that you or any of Your Product users upload, store, post, publish, display or otherwise transmit or use (hereinafter, "post") in connection with the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Videosign. Videosign reserves the right to investigate and take appropriate legal action against anyone who, in Videosign's sole discretion, violates these Terms, including without limitation, removing the offending content from the Service, suspending or terminating the access of such violators and reporting you to the law enforcement authorities. Without limiting the foregoing, you shall not (nor shall you allow any third party to) use the Service to:
- (i) post any content that: is unlawful, harassing, tortious, defamatory, pornographic, libellous or invasive of another's privacy; you do not have a right to transmit under any law or under contractual or fiduciary relationships; poses or creates a privacy or security risk to any person; infringes any intellectual property or other proprietary



rights of any party; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or in the sole judgment of Videosign, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Videosign or its Platform users to any harm or liability of any type;

(ii) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(iii) violate any applicable local, state, national or international law, or any regulations having the force of law;

(iv) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

(v) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

#### f) Fair Use Policy.

Videosign video streaming and document storage services are subject to our Fair Use Policy. We may apply our Fair Use Policy where in our reasonable opinion your usage of our Services is excessive and/or unreasonable as detailed in this paragraph.

We have developed our Fair Use Policy by reference to average customer profiles and estimated customer usage of our Services.

If your usage of our Services materially exceeds estimated use patterns over any month, or is inconsistent with normal usage patterns, then your usage will be excessive and/or unreasonable.

If your usage is excessive and/or unreasonable we may contact you to advise you that your usage is in breach of our Fair Use Policy.

We may then request that you stop or alter your usage to come within our Fair Use Policy.

If your excessive or unreasonable usage continues after receipt of a request to stop or alter the nature of such usage, we may without further notice, apply charges to your account for the excessive and/or unreasonable element of your usage; suspend, modify or restrict your use of the Services or withdraw your access to the Services.



## 12. Security

a) Contact and Cooperation. You must be reachable during reasonable business hours for security questions or concerns through the contact information that you provided upon requesting your Platform key.

b) Your Network. You will ensure that all networks, computer and operating systems, software and other systems used to operate Your Product employ security measures to prevent unauthorized access to or use of any user data and the Service. You must promptly report any security deficiencies in or intrusions to your systems to Videosign at [support@videosign.co](mailto:support@videosign.co)

c) Disclaimer. You understand that the operation of the Service, including your (or your users') content, will be encrypted by Videosign or by Videosign's third party vendors or service providers, and involve (i) transmissions over various networks; (ii) changes to conform and adapt to technical requirements of connecting networks or devices and (iii) transmission to Videosign's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. You acknowledge that Videosign has no control over transmission of content within your (or your users') own networks or devices. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of your content in these environments, and Videosign will have no liability for any unauthorized access or use of any content, or any corruption, deletion, destruction or loss of any content. You further acknowledge and agree that Videosign may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Videosign, its users and the public.

d) In addition to our rights to terminate or suspend Services to you as described in Section 14 below, you acknowledge that: (i) your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions; and (ii) we shall also be entitled, without any liability to you, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended; or (c) in the event that we determine that any Service is prohibited by applicable law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions").





## 13. Representations and Warranties

You represent and warrant that: (a) you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute any content or data on Your Product or that is used or incorporated with the Service, and that neither Your Product nor any related content violate the rights of any third party (e.g. copyright, patent, trademark, or other proprietary right of any person or entity), or any applicable regulation or law, including but not limited to any export, re-export, or import laws and the laws of any country in which your content or service is made available; (b) you have all necessary rights and authorizations to agree to these Terms and to use the Platform and the Service as contemplated by these Terms; and (c) your agreement and compliance with these Terms and use of the Platform and the Service will not violate any law, regulation or contractual obligation.





## 14. Term

(a) You may terminate the Service at any time, for any or no reason, by deleting your account, unsubscribing from the Service, and disabling Your Product's access of the Platform and use of the Service.

(b) We reserve the right to suspend or terminate your right and license to access or use any or all of the Platform and Service or terminate these Terms in their entirety (and, accordingly, your right to use the Service) at any time, for any or no reason by providing you thirty (30) days' advance notice in accordance with the notice provisions set forth in Section 19 below. If Videosign determines that providing advance notice would negatively impact Videosign's ability to provide Services, Videosign may suspend your right and license to access or use any or all of the Platform and Service or terminate these Terms in their entirety (and, accordingly, cease providing all Services to you), with no notice.

(c) In addition, We may suspend your right and license to access and use the Platform and the Service or terminate these Terms in their entirety (and, accordingly, your right to use the Service), for cause effective as set forth below:

Immediately upon notice if: (i) Videosign determines that Your Product is harmful to or inconsistent with Videosign's reputation and goodwill, (ii) if you violate any provision of the Section 10 or we have reason to believe that you have violated any provision of Section 10, (iii) there is an unusual spike or increase in your use of the Services for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of the Service; (iv) we determine, in our sole discretion, that our provision of any of the Services to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (i) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets, failure to continue your business, assignment for the benefit of creditors, or if you become the subject of a voluntary or involuntary bankruptcy or similar proceeding.

Immediately and without notice if you are in default of any payment obligation with respect to any of the Services or if any payment mechanism you have provided to us is invalid or charges are refused for such payment mechanism.

Five (5) days following our provision of notice to you if you breach any other provision of these Terms and fail, as determined by us, in our sole discretion, to cure such breach within such 5-day period.

d) Upon our suspension of your use of any Services, in whole or in part, for any reason: (i) fees will continue to accrue for any Services that are still in use by you, notwithstanding the suspension; (ii) you remain liable for all fees, charges and any other obligations you have incurred through the date of suspension with respect to the Services; and (iii) all of your rights with respect to the Services shall be terminated during the period of the suspension.

e) Upon any termination of these Terms or your access to the Service, for any reason: (i) you remain liable for all fees, charges and any other obligations you have



incurred through the date of termination with respect to the Services; (ii) all rights and licenses granted by Videosign to you herein shall terminate, (iii) you shall immediately remove the Service from Your Product and remove all copies of the Platform from all computers, hard drives, networks, and other storage media, (iv) all of your content on the Service (if any) may be permanently deleted by Videosign. Notwithstanding anything to the contrary in these Terms, the following provisions shall survive and remain in full force and effect following any termination of the parties' obligations under these Terms: Sections 13, 15, 16, 18, 20, and 21.

## 15. No Videosign Warranties

Videosign does not represent or warrant that the platform or the service complies with any legal requirements, is free of inaccuracies, errors, bugs, or interruptions (including without limitation service suspensions), or is reliable, accurate, complete, or otherwise valid. The platform and the service are provided “as is” and “as available” with no warranty, express or implied, of any kind and Videosign expressly disclaims any and all warranties and conditions, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, legality, availability, security, title and/or non-infringement. Your use of the platform and the service are at your own discretion and risk, and you will be solely responsible for any damage that results from their use, including, but not limited to, any damage to your computer system or loss or corruption of data.

## 16. Limitation of Liability

Videosign shall not, under any circumstances, be liable to you, whether based on breach of contract, breach of warranty, tort (including negligence, product liability or otherwise) (i) for any lost profits, lost or corrupted data, computer failure or malfunction, interruption of business, or other indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the platform or the service, any service suspension, or any other pecuniary loss, whether or not Videosign has been advised of the possibility of such damages, or (ii) for any amount in excess of \$100.00 or, if greater, the fees paid by you to Videosign in the six (6) month period prior to the date the claim arose. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of section 14 and this section 15 may not apply to you.



## 17. Indemnity and Waiver

You agree to indemnify, defend, and hold Videosign and its affiliates, officers, directors, agents, service providers, partners, and employees harmless from any claim, demand or allegation made by any third party, and all related losses, damages, liabilities, costs and expenses (including attorneys' fees), that it is any way related to:

your use of the Platform or the Service;  
use of the Service by the users of Your Product;  
Your Product, including any content, services or advertisements on Your Product or that you incorporate with the Service;  
any claims for copyright infringement, defamation, invasion of privacy or right of publicity arising out of or in connection with any unauthorized use of the Service; and  
your breach of any representation, warranty or covenant included in these Terms.  
The foregoing indemnity provision shall be in addition to and not in lieu of any other indemnification obligations set forth in these Terms.

## 18. General Information

These Terms govern your use of the Platform and the Service and constitute the entire agreement between you and Videosign regarding the subject matter hereof. These Terms supersede any prior agreements between you and Videosign relating to your use of the Platform and the Service (including, but not limited to, any prior versions of these Terms). The failure of Videosign to exercise or enforce any right or provision of these Terms does not constitute a waiver of that right or provision, and a waiver of any default is not a waiver of any other default. If a court of competent jurisdiction finds any provision of these Terms to be invalid, the provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the parties' original intentions as reflected in the provision, and so that the other provisions of the Terms remain in full force and effect. All headings in the Terms are for convenience only and have no legal or contractual effect. The Terms are personal to you and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving you) without Videosign's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Videosign expressly reserves and shall have the right to assign the Terms and to delegate any of its obligations hereunder.

## 19. Notices

We may send you any notices, including those regarding changes to these Terms, to the email address you provided when you requested your API key or through any other reasonable means. Any notices to Videosign must be sent to Videosign Ltd C/O Langtons, The Plaza, 100 Old Hall Street, Liverpool, UK, L3 9QJ via first class or air mail or overnight courier and are deemed given upon receipt.



## 20. Infringement of Copyright

Copyright owners who believe that material appearing on the Internet infringes their rights may notify Videosign. Videosign will promptly process and investigate notices of alleged infringement and will take appropriate actions under the applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Videosign at [enquiries@videosign.co.uk](mailto:enquiries@videosign.co.uk).

Notice: To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

Repeat Infringer Policy: Videosign has adopted a policy of terminating, in appropriate circumstances and at Videosign's sole discretion, the access to the Service of Platform users who are deemed to be repeat infringers. Videosign may also at its sole discretion limit access to the Service and/or terminate the access of any Platform users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Counter-Notice: If you believe that the relevant 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 such content, you may send a written counter-notice containing the following information to Videosign:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;



a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content;