

TERMS OF SERVICE

1. Your Acceptance

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2. DGMI Sites and Applications

These Terms of Use apply to all customers, visitors, users, and others who view the DGMI Sites and/or Applications ("Users"), including Users who are also contributors of images, video, information, and other materials or services on the DGMI Sites and/or Applications. The DGMI Sites and/or Applications may contain links to third-party websites that are not owned or controlled by DGMI. DGMI has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, DGMI will not and cannot censor or edit the content of any third-party site. By using the DGMI Sites and/or Applications, you expressly relieve DGMI from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the DGMI Sites and/or Applications and to read the Terms of Use and Privacy Policy of each other website that you visit.

3. Use of the DGMI Sites and Applications

- DGMI hereby grants you permission to use the DGMI Sites and/or Applications as set forth in this Terms of Use, provided that:
 - Your use of the DGMI Sites and/or Applications, as permitted, is solely for your personal, noncommercial use;
 - You will not copy or distribute any part of the DGMI Sites and/or Applications in any medium, other than those facilitated by DGMI (e.g. sharing to Facebook, Twitter, etc. by using the "Share to Social Media" functionality provided by DGMI) without DGMI's prior written authorization;
 - You will not alter or modify any part of the DGMI Sites and/or Applications, other than as may be reasonably necessary to use the DGMI Sites and/or Applications for their intended purpose; and
 - You will otherwise comply with the terms and conditions of these Terms of Use.
- In order to access some features of the DGMI Sites and/or Applications, you may have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify DGMI immediately of any breach of security or unauthorized use of your account. Although DGMI will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of DGMI or others due to such unauthorized use.
- You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the DGMI Sites and/or Applications in a manner that sends more request messages to the DGMI servers in a given period of time than a human can reasonably produce in the same period by using a

conventional on-line web browser or mobile web browser. Notwithstanding the foregoing, DGMI grants the operators of public search engines permission to use spiders to copy materials from DGMI Sites and/or Applications (to the extent that they are discoverable by such technologies) for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. DGMI reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the DGMI Sites and/or Applications, nor to use the communication systems provided by the DGMI Sites and/or Applications for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the DGMI Sites and/or Applications with respect to their User Submissions (see Section 5 below).

- DGMI may permanently or temporarily terminate, suspend, or otherwise refuse to permit any User's access to the DGMI Sites and/or Applications without notice and liability, if, in DGMI's sole determination, that User (or Users) violates any of the terms of use, including the following prohibited actions;
- Use the DGMI Sites for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable;
- Submit, transmit, promote or distribute information or content that is illegal;
- Attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the DGMI Sites and/or Applications;
- Take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- Upload invalid data, viruses, worms, or other software agents through the DGMI Sites and/or Applications;
- Use any robot, spider, scraper or other automated access to the DGMI Sites and/or Applications for any purpose without our express written permission;
- Impersonate another person or otherwise misrepresent a User's affiliation with a person or entity, conduct fraud, hide or attempt to hide User's identity;
- Submit, upload, post, email, transmit or otherwise make available any information or content that a User does not have a right to make available, under any law or under contractual or fiduciary relationships;
- Interfere with the proper working of the DGMI Sites and/or Applications; or
- Bypass the measures we may use to prevent or restrict access to the DGMI Sites and/or Applications. Upon termination for any reason, each and every User continues to be bound by this Agreement.

4. Intellectual Property Rights

The content on the DGMI Sites and/or Applications, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to DGMI, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the DGMI Sites and/or Applications is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. DGMI reserves all rights not expressly granted in and to the DGMI Sites and/or Applications and the Content. You agree to not engage in the use, copying, or distribution of any of the Content

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5. User Submissions

- DGMI Sites and/or Applications may now or in the future permit the submission of images, sounds, videos or other communications submitted by you and other Users (“User Submissions”) and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, DGMI does not guarantee any confidentiality with respect to any User Submissions.
- You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that:
- You own or have the necessary licenses, rights, consents, and permissions to use and authorize DGMI to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the DGMI Sites and/or Applications and these Terms of Use; and
- You have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the DGMI Sites and/or Applications and these Terms of Use. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to DGMI, you hereby grant DGMI a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform and other wise exploit the User Submissions in connection with the DGMI Sites and/or Applications and DGMI’s (and its successor’s) business, including without limitation for promoting and redistributing part or all of the DGMI Sites and/or Applications (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the DGMI Sites and/or Applications a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the DGMI Sites and/or Applications and under these Terms of Use.
- In connection with User Submissions, you further agree that you will not:
- Submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant DGMI all of the license rights granted herein;
- Publish falsehoods or misrepresentations that could damage DGMI or any third party;
- Submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- Post advertisements or solicitations of business;
- Impersonate another person.

- DGMI does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and DGMI expressly disclaims any and all liability in connection with User Submissions. DGMI does not permit copyright infringing activities and infringement of intellectual property rights on the DGMI Sites and/or Applications and DGMI will remove all Content and User Submissions if properly notified that such Content infringes on another's intellectual property rights.
- DGMI reserves the right to remove Content and User Submissions without prior notice. DGMI will also terminate a User's access to the DGMI Sites and/or Applications, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content or a User Submission removed from the DGMI Sites and/or Applications more than twice. DGMI also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material. DGMI may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.
- In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Legal Department with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):
 - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - 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;
 - 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 the service provider to locate the material;
 - Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;
 - A statement that you have 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; and
 - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- The appropriate address to which such notifications of claimed infringement should be sent is:
 - Attn: Legal Department
 - DGMI Solutions, LLC
 - 4804 Laurel Canyon Blvd., Suite #537
 - Valley Village, CA 91607
 - Email: privacy@digigraph.me

You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

- You understand that when using the DGMI Sites and/or Applications, you will be exposed to User Submissions from a variety of sources, and that DGMI is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User

Submissions 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 DGMI with respect thereto, and agree to indemnify and hold DGMI, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Sites and/or Applications.

- DGMI permits you to link to your own User Submissions hosted on the DGMI Sites and/or Applications or User Submissions of other third parties available on the DGMI Sites and/or Applications, for personal, non-commercial purposes only. You understand that the User Submissions, whether or not linked or embedded into other websites, are provided to you only on an as-available basis, and DGMI does not guarantee that their availability will be uninterrupted or bug free. DGMI reserves the right to discontinue any aspect to the DGMI Sites and/or Applications at any time, including discontinuing any linked or embedded Content either generally or in specific cases.

6. Opt Out

We may use your information to notify you of important changes to the DGMI Sites, Applications, services, and special offers. If you do not want to receive such notices, you may use the following options to opt out of receiving future communications:

- Send an email message to privacy@digigraph.com with the word "Remove" in the subject field; or
- Send regular mail, with an enclosed instruction to remove your email address (please legibly include the email address that you are requesting we remove) from our email list, to the following postal address:

Attn: Legal Department – REMOVE

DGMI Solutions, LLC

4804 Laurel Canyon Blvd., Suite #537

Valley Village, CA 91607

Opting out may prevent you from receiving email messages regarding updates, improvements, or special offers. If DGMI has provided any third-party with your personal information, in accordance with the Privacy Policy incorporated herein, you will have to contact the third-party directly with any opt-out request.

7. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE DGMI SITES AND OR APPLICATIONS SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, DGMI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE DGMI SITES AND/OR APPLICATIONS AND YOUR USE THEREOF. DGMI MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE DGMI SITES AND/OR APPLICATIONS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE DGMI SITES AND/OR APPLICATIONS, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE DGMI SITES AND/OR APPLICATIONS BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR

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8. Limitation of Liability

IN NO EVENT SHALL DGMI, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE DGMI SITES AND/OR APPLICATIONS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE DGMI SITES AND/OR APPLICATIONS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE DGMI SITES AND/OR APPLICATIONS BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE DGMI SITES AND/OR APPLICATIONS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT DGMI SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. The DGMI Sites and Applications are controlled and offered by DGMI from its facilities in the United States of America. DGMI makes no representations that the DGMI Sites and/or Applications are appropriate or available for use in other locations. Those who access or use the DGMI Sites and/or Applications from other jurisdictions do so at their own volition and are responsible for compliance with local law.

9. Indemnity

You agree to defend, indemnify and hold harmless DGMI and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the DGMI Sites and/or Applications;
- Your violation of any term of these Terms of Use;
- Your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- Any claim that one of your User Submissions caused damage to a third party.

This defense and indemnification obligation will survive these Terms of Use and your use of the DGMI Sites and/or Applications.

10. Ability to Accept Terms of Use

By your use of the DGMI Sites and/or Applications, you affirm that you are either at least 13 years of age, or an emancipated minor, or possess legal parental or guardian consent and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the DGMI Sites and Applications are not intended for children under 13. If you are under 13 years of age, then please do not use the DGMI Sites or Applications. There are lots of other great websites for you. Talk to your parents about what websites are appropriate for you. We recommend that minors over the age of 13 ask their parents or guardians for permission before using or visiting the DGMI Sites and/or Applications or sending any personal information to anyone over the Internet.

11. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by DGMI without restriction.

12. General

- **Governing Law.** You agree that:
- The DGMI Sites and/or Applications shall be deemed solely based in California; and The DGMI Sites and/or Applications shall be deemed passive websites and applications that do not give rise to personal jurisdiction over DGMI, either specific or general, in jurisdictions other than California. These Terms of Use shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and DGMI that arises in whole or in part from the DGMI Sites and/or Applications shall be decided exclusively by a court of competent jurisdiction located in Los Angeles County, California.
- **Entire Agreement/Severability.** These Terms of Use, together with the Privacy Policy at <http://digigraph.me> and any other legal notices published by DGMI on the DGMI Sites and/or Applications, shall constitute the entire agreement between you and DGMI concerning the DGMI Sites and/or Applications. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.
- **No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and DGMI's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. DGMI reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the DGMI Sites and/or Applications following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. YOU AND DGMI AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE DGMI SITES AND/OR APPLICATIONS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**