# Terms of Service

Prior to April 11, 2022



#### Terms of Service

PLEASE READ THESE TERMS OF SERVICE (COLLECTIVELY WITH FRAME.IO'S PRIVACY POLICY https://www.frame.io/privacy AND Copyright Dispute Policy, THE "TERMS OF SERVICE") FULLY AND CAREFULLY BEFORE USING WWW.FRAME.IO (THE "SITE"), ANY MOBILE APPLICATIONS PROVIDED BY FRAME.IO (THE "APPLICATIONS") AND THE MEDIA FILE STORAGE AND COLLABORATION SERVICES, FEATURES, CONTENT OR APPLICATIONS OFFERED BY FRAME.IO, INC. ("FRAME.IO," "WE," "US," OR "OUR") (TOGETHER WITH THE SITE AND THE APPLICATIONS, THE "SERVICES"). THESE TERMS OF SERVICE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SITE, THE APPLICATIONS AND THE SERVICES.

YOUR RIGHT TO USE THE SERVICES IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THESE TERMS OF SERVICE. BY CLICKING ON THE "ACCEPT" BUTTON AND USING THE SERVICES, YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF THESE TERMS OF SERVICE ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ANY PROVISION OF THESE TERMS OF SERVICE, YOU MUST CLICK ON THE "CANCEL" BUTTON AND MAY NOT ACCESS OR USE THE SERVICES IN ANY MANNER FOR ANY PURPOSE.

These Terms of Services were last updated on May 24, 2018. It is effective between Frame.io and you as of the date you accept these Terms of Service.

#### Acceptance of Terms of Service

- By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site and/or downloading the Applications, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.
- Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.
- These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

# Eligibility

You represent and warrant that you are at least 16 years of age. If you are under age 16, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.



# Registration

To sign up for the Services, you must register for either a team leader account (each, a "Team Leader Account") or a team member account (a "Team Member Account") on the Services (each, an "Account"). The user responsible for creating a Team Leader Account (the "Team Leader") will be responsible for inviting team members (each, a "Team Member") to create Team Member Accounts associated with such Team Leader Account. You must provide accurate and complete information and keep your Account information updated. You shall not: (i) use the name of another person with the intent to impersonate that person or (ii) use the name of a person other than you without appropriate authorization. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

#### Content

- Definition. For purposes of these Terms of Service, the term "Content" includes, without limitation, information, videos, audio files, data, text, photographs, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).
- User Content. All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate
- Notices and Restrictions. The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.
- Use License. Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. Your license to use and access the Services and the Content is automatically revoked if you violate these Terms of Service in a manner that violates our intellectual property rights. All rights not explicitly granted to you are reserved by us. In the event that you provide comments, suggestions and recommendations to us with respect to the Services (including without limitation with respect to modifications, enhancement,



improvements and other changes to the Services) (collectively, the "Feedback"), you hereby grant to us a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

- License Grant. By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, revocable, royalty-free, fully paid, sublicensable and transferable right and license to access, use, adapt, convert, transcode, reproduce, distribute, display, perform, disclose, transmit, store and cache the User Content solely to the extent necessary to provide the Services or as otherwise permitted by these Terms of Service, which license shall terminate upon the deletion or removal of any such User Content from the Services. For clarity, the foregoing license grants to us does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. We do not claim ownership of User Content that is transmitted, stored, processed, or linked in your Account or through the Services. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.
- Team Leader Accounts. If you are a Team Leader, you have the authority to create and manage projects (each, a "Project"), invite Team Members to access and work on any Projects associated with the Team Leader Account, and invite outside collaborators (each, a "Collaborator") to view a designated Project. If you terminate your Team Leader Account, all Projects associated with that Team Leader Account will be deleted from the Services within 10 days, and all links to such Projects that were sent to Collaborators will be disabled. We respect the privacy and confidentiality of your Projects, so we agree never to disclose your Projects to anyone unless you instruct us to do so or any law, court order, regulatory authority, governmental authority, or other legal requirement compels disclosure of such Projects, as provided in our Privacy Policy https://www.frame.io/privacy.
- Sharing of Content. When you add, create, upload, submit, distribute or post User Content to a Project, such User Content is accessible by any and all Team Members associated with the applicable Team Leader Account. You hereby do and shall grant each such Team Member with whom you share User Content through a Project a non-exclusive license for the duration of the Project's existence to access, use, import, edit, modify, truncate, aggregate, adapt, reproduce, distribute, display, publish, disclose, transmit, prepare derivative works of, store, cache and perform such User Content, including after termination of your Team Member Account or the Services. When you send a link to a Project to a Collaborator, you hereby do and shall grant each such Collaborator a non-exclusive license to view, access and display such Project, including after termination of your Team Member Account or the Services. In addition, when you send a link to a Project to a Collaborator, you may choose to grant the applicable Collaborator any or all of the following additional non-exclusive licenses: download the Project, publish such link to such Project, and/or invite third parties to view, access and display such Project.
- Content Deletion. Any User Content made available through a Project will continue to be available
  on such Project unless and until the applicable Team Leader Account is terminated from the Services
  or the applicable User Content is deleted from the Services, at which point such User Content will be
  removed from the Services 10 days after termination of the Team Leader Account or deletion of the
  User Content from the Services. User Content can be removed by the Team Leader responsible for
  the applicable Project or any applicable Team Member.
- Warranties. You hereby represent and warrant that (i) your User Content and the availability thereof through the Services does not and will not infringe or violate the rights of any third party, including without limitation any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information, (ii) you have obtained any and all necessary consents, permissions



and/or releases from any and all persons appearing in any User Content in order to include their name, voice, performance or likeness in any User Content and to publish the same on the Services, and (iii) the storage, use or transmission of any User Content does not violate any law or these Terms of Service.

- Availability of Content. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Services.
- Unauthorized Use. You must immediately notify us in writing of any unauthorized use of any (i) Content (including User Content), (ii) Account or (iii) the Services that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide us with such cooperation and assistance related to any such unauthorized use as we may reasonably request. You acknowledge that if you wish to protect your transmission of User Content to us, it is your responsibility to use a secure encrypted connection to communicate with the Services.

#### **Rules of Conduct**

- As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services, including without limitation your conduct, your User Content, and your communications with others.
- You shall promptly handle and resolve any notices and claims relating to your Content, including
  any notices sent to you by any person claiming that any of your Content violates any person's rights.
- You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:
- · fails to comply with these Terms of Service;
- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty (see our DMCA Copyright Policy http://www. copyright.gov/legislation/dmca.pdf);
- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty (see our DMCA Copyright Policy http://www. copyright.gov/legislation/dmca.pdf);
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, offensive or is otherwise inappropriate as determined by us in our sole discretion;
- · constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- · contains software viruses or any other computer codes, files, or programs that are designed or



intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;

- · impersonates any person or entity, including any of our employees or representatives; or
- · includes anyone's identification documents or sensitive financial information.
- You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers' ("Third Party Providers")) infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.
- You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any Applications), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.
- We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

# **Third Party Services**

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.



# Apple Device and Application Terms

If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:

- Both you and Frame.io acknowledge that these Terms of Service are concluded between you and Frame.io only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Service as they are applicable to the Services;
- · You will only use the Application in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those
  implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that Frame.io, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- You acknowledge and agree that, in the event of any third party claim that the Application or your
  possession and use of the Application infringes that third party's intellectual property rights, Frame.
  io, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any
  such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and Frame.io acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- Both you and Frame.io acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Service, and that upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as the third party beneficiary hereof.

# In App Purchases

Through the Applications, you may purchase ("In App Purchase") certain goods designed to enhance the performance of the Services (" Goods"). When you purchase Goods, you are doing so through



either Apple iTunes service or the Google Play service and you are agreeing to their respective Terms and Conditions. (http://www.apple.com/legal/internet-services/itunes/us/terms.html; http://play.google.com/intl/en\_us/about/play-terms.html). We are not a party to any In App Purchase.

# Payments and Billing

- Paid Services. Certain of our Services may be subject to payments now or in the future (the "Paid Services"). Please see our Paid Services page for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of this Agreement.
- Billing. We use a third-party payment processor, Stripe, (the "Payment Processor") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement, available at https://stripe.com/us/legal. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.
- Payment Method. The terms of your payment will be based on your Payment Method and may be
  determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment
  from you, you agree to pay all amounts due on your Billing Account upon demand.
- Recurring Billing. Some of the Paid Services may consist of an initial period, for which there is a
  one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring
  payment plan, you acknowledge that such Services have an initial and recurring payment feature and
  you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC
  CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE
  PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS
  AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT
  CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO https://app.frame.io/account.
- Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT https://app.frame.io/account. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.
- Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales



taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

- Auto-Renewal for Subscription Services. Unless you opt out of auto-renewal, which can be done through your Account Settings https://app.frame.io/account, any Subscription Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Subscription Services at any time, go to Account Settings https://app.frame.io/account. If you terminate a Subscription Service, you may use your subscription until the end of your then-current term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.
- Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that
  we are authorized to charge your Payment Method for that Paid Service. We may submit those charges
  for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise
  described when you initially selected to use the Paid Service.
- Free Trials and Other Promotions. Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us at payments@frame.io.

#### Referral Programs

Frame.io may, in its sole discretion, create referral and/or promotional codes as a standalone code or as appended to a personalized referral URL ("Promo Codes") that may be redeemed for discounts on future Services and/or a Third Party Provider's services, or other features or benefits related to the Services and/or a Third Party Provider's services, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Frame.io establishes as part of a referral program. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Frame.io; (iii) may be disabled by Frame.io at any time for any reason without liability to Frame.io; (iv) may only be used pursuant to the specific terms that Frame.io establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Frame.io reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Frame.io determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of Frame.io's Terms.

If you choose to use our referral program via Promo Codes or other means to tell a friend about our products and services, you represent that you have their consent to provide us your friend's name and/ or email address. We will send your friend one or more emails on your behalf and as requested by you for the sole purpose of inviting him or her to visit the Frame.io website and use the Frame.io products and services. Unless we are authorized by your friend, we will only use your friend's name and/or email address for the purposes of sending invitation emails on your behalf as requested by you and maintaining an activity log of our referral program.



#### **Termination**

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Services. Any fees paid hereunder are non-refundable. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

# **Warranty Disclaimer**

We have no special relationship with or fiduciary duty to you. You acknowledge that We have no duty to take any action regarding:

- · which users gain access to the Services;
- · what Content you access via the Services; or
- · how you may interpret or use the Content.

We strongly encourage and recommend that you maintain appropriate security, protection and backup copies of your Content, which may include your use of additional encryption technology to protect Content (including User Content) from unauthorized access. You acknowledge and agree that we will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.

You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (IV) THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; (V) THAT THE SERVICES WILL NOT HARM YOUR COMPUTER SYSTEM; OR (VI) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

WE DO NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF USERS SUBSCRIBING TO OUR SERVICES, NOR DO WE HAVE ANY OBLIGATION TO MONITOR THE USE OF THE SERVICES BY USERS. WE DISCLAIM ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.



#### Indemnification

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your User Content, violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

# **Limitation of Liability**

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) (HOWEVER ARISING), EVEN IF WE HAD BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF the greater of (A) fees paid to us for the particular Services during the immediately previous three (3) month period or (B) \$500.00.

# **Governing Law and Jurisdiction**

These Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of New York County, New York.

#### Modification

We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes.



#### Miscellaneous

Entire Agreement and Severability. These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site and any Applications, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**Assignment.** These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

**Notices.** Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to legal@frame.io.

No Waiver. Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

**Headings**. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation

Contact. You may contact us at the following address: Frame.io, 22 Cortlandt St, Fl 31, New York, NY 10007

Effective Date: May 24, 2018.

