

Zeoshi Terms of Service

These Terms of Service ("Terms") govern the use of the media transformation services ("Services") offered by Zeoshi, Inc ("Zeoshi", "we", "us" or "our") through www.zeoshi.com. It forms a binding agreement between Zeoshi and you and, if applicable, the company or other legal entity you represent. By using any of the Services, you are agreeing to be bound by these Terms. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to this agreement, in which case "you" shall mean such entity.

Changes

We may alter the Services we offer you and/or choose to modify, suspend or discontinue the Services and this Website at any time and without notifying you. We may also change, update, add or remove provisions (collectively, "modifications") of these Terms from time to time. Because everyone benefits from clarity, we promise to inform you of any modifications to these Terms by posting them on this Website and, if you have registered with us, by describing the modifications to these Terms in an email that we will send to the address that you provided during registration. To be sure we properly reach your email inbox, we just ask that you let us know if your preferred email address changes at any time after your registration.

If you object to any such modifications, your sole recourse shall be to cease using the Services and this Website. Continued use of the Services and this Website following notice of any such modifications indicates you acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this Website. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

Registration for Services

You may be required to register and pay for certain use of and subscriptions to the Services. If you want to create a Zeoshi account with us, you must submit the following information through the account registration page on this Website:

- A working email address.
- First and last name.
- Password.
- Company name and phone number.

You may also provide additional, optional information (such as what products you are interested in) so that we can provide you a more customized experience when using this Website –but, we will leave that decision with you. Once you submit the required

registration information, we alone will determine whether or not to approve your proposed account. If approved, your account will be created. For so long as you use the account, you agree to provide true, accurate, current, and complete information which can be accomplished by logging into your account and making relevant changes directly or contacting us using the below contact information and we can make the changes for you. And, if you forget your password – no worries as we will happily send a password update to your provided email address.

You are responsible for complying with these Terms when you access this Website or use the Services, whether directly or through any account that you may setup through or on this Website. You are solely responsible for all activities under your account. Because it is your account, it is your job to obtain and maintain all equipment and services needed for access to and use of these Services as well as paying related charges. It is also your responsibility to maintain the confidentiality of your password(s), including any password of a third-party site that we may allow you to use to access the Services. Should you believe your password or security for the Services has been breached in any way, you must immediately notify us.

Use of Service

You must be at least 18 year of age or older and have the capacity to enter into legal contracts to use the Services.

Provided you are in compliance with these Terms and have provided any payment required hereunder, Zeoshi grants you a non-exclusive, non-transferable, non-assignable license to access and use the Services solely for purposes of transforming and enriching (“Permitted Purposes”) the media content (“Media Content”) that you provide to us. Media Content means all content, (data, video, templates or information in any form that is uploaded to or made available to us in your Account(s)). You have no other rights in this Website or the Services and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Website or the Services in any manner. If you make any copies of this Website while engaging in Permitted Purposes then we ask that you be sure to keep on the copies all of our copyright and other proprietary notices as they appear on this Website.

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Services, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Services, to obtain or attempt to obtain any Services, documents or information through any means not purposely made available through the Website. You may not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any Zeoshi server or function, or to any of the Services offered on or through the Website, by hacking, password “mining” or any other illegitimate means.

By using the Zeoshi online, user interfaces or APIs (collectively, the “U/I”) you may make choices about your media content, including the presentation, management and image processing of your media content. You may change your selections as permitted by Zeoshi. In all cases, however, your most recent selections in the U/I, as reflected in Zeoshi’s database, shall be conclusive in the event of any dispute concerning your selections.

Zeoshi may from time to time offer free Services. The terms and conditions of this Agreement shall govern the use of such free Services. Zeoshi may terminate any free Services at any time without notice, in its sole discretion. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ZEOSHI’S FREE SERVICE IS PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND.

Termination

You may terminate this Agreement at any time by closing your Zeoshi account. For free accounts, we may terminate this Agreement for convenience at any time. For paid accounts, we may terminate this Agreement on sixty (60) days' notice given by email to the address of your Zeoshi account. We may terminate this Agreement immediately upon our notice to you for any breach of this Agreement. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitation of liability and general provisions shall survive any termination of these Terms.

Media content

You are solely responsible for any Media Content that you submit to the Services. By submitting any Media Content, you are promising us that:

- You own all rights in your Media Content (including, without limitation, all rights to the reproduction and display of your Media Content) or, alternatively, you have acquired all necessary rights in your Media Content to enable you to grant to us the rights in your Media Content as described in these Terms and as necessary to provide you the Services;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your Media Content;
- Your Media Content do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all “moral rights” that you may have in your Media Content;
- Any information contained in your Media Content is not known by you to be false, inaccurate, or misleading;
- Your Media Content does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your Media Content is not, and may not reasonably be considered to be, obscene, sexually explicit, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or entity;
- Your Media Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;

- Your Media Content does not contain any information that you consider confidential, proprietary, or personal.

By submitting Media Content, you grant to us a limited, revocable (as set forth in this Agreement), non-transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to transcode, use, store, distribute, reproduce, modify (with a right to create derivative works to the extent necessary to perform Zeoshi's services and operations), adapt, publish, transcribe, translate, publicly perform, and publicly display your Media Content (or any modification thereto), in whole or in part, in any format or medium now known or later developed and for all purposes necessary to provide you the Services. You further grant Zeoshi the right to retain your Media Content for the purpose of quality assurance and technical improvement. We may use your Media Content for the sole purpose of transforming and enriching the Media Content and only in a manner consistent with the Permitted Purposes.

We may, but are not obligated to, pre-screen Media Content or monitor any area of this Website through which Media Content may be submitted. We are not required to host, display, or distribute any Media Content on or through this Website and may remove at any time or refuse any Media Content for any reason. We are not responsible for any loss, theft, or damage of any kind to any Media Content.

You agree to indemnify, defend and hold harmless Zeoshi, its parents, affiliates and subsidiary companies, and each of their officers, directors, employees, consultants and agents (collectively, the "Released Parties") from any and all losses, damages, claims, liability, damages and/or costs (including, but not limited to, attorney's fees and other legal costs) arising from your Media Content and your use of the Services, your violation of these Terms, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Without limiting the foregoing, you agree to hire attorneys to defend the Released Parties if you violate these Terms and that violation results in a problem for us. You also agree to pay any damages that the Released Parties may end up having to pay as a result of your violation. You alone are responsible for any violation of these Terms by you. The Released Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with their defense of such claim.

Proprietary Rights

The Services and the Website are our sole property and protected by copyright, trademark and other intellectual property laws. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Limitation of liability

The Services are provided on an "as is" and "as available" basis, and you use them at your sole risk. Zeoshi expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Zeoshi does not represent and warrant the Services will be error-free, uninterrupted, or meet your requirements or expectations.

In no event will Zeoshi be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the Services (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties or a failure of the Services to operate with any other services), even if Zeoshi has been advised of the possibility of such damages. No advice or information obtained by you from Zeoshi shall create any representation or warranty not expressly provided for in these Terms.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ZEOSHI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ZEOSHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- THE USE OR THE INABILITY TO USE THE SERVICES;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR
- ANY OTHER MATTER RELATING TO THE SERVICES.

IN NO EVENT SHALL ZEOSHI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE SERVICES.

Some jurisdictions do not permit limitations of liability or disclaimer of warranties and so the foregoing limitations and disclaimer may not apply to you.

You are responsible for maintaining the confidentiality of your Zeoshi account, and you are responsible for all activity which occurs as part of your Zeoshi account. You agree to immediately notify Zeoshi of any unauthorized use of your account or any other breach of security known to you.

Local Laws; Export Control

Zeoshi controls and operates this Website and the Services from the United States of America and the entirety of this Website and the Services may not be appropriate or available for use in other locations. If you use this Website or the Services outside the United States of America, you are solely responsible for following applicable local laws.

General

We think direct communication resolves most issues – if we feel that you are not complying with these Terms, we will tell you. We will even provide you with recommended necessary corrective action(s) because we value this relationship.

However, certain violations of these Terms, as determined by us, may require immediate termination of your access to this Website without prior notice to you. The laws of the State of California and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If the State of California adopts the current proposed Uniform Computer Information Transactions Act (UCITA, formerly proposed Article 2B to the Uniform Commercial Code), or a version of the proposed UCITA, that part of the laws shall not apply to any transaction under these Terms.

Foreign laws do not apply. Any disputes relating to these Terms, the Services or this Website will be heard in the courts located in Los Angeles County, California. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, we are not waiving our rights. These Terms are the entire agreement between you and us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between us, you and any other person about this Website.

Each party agrees not to disclose the other party's Confidential Information without the other party's prior written consent. "Confidential Information" includes, without limitation: (a) all intellectual property; (b) financial and business information (including pricing); and (c) any other information designated in writing as "Confidential." Confidential Information does not include (v) Media Content; (w) information that has become publicly known through no breach by you or us of these confidentiality obligations; (x) information that is independently and lawfully developed or obtained without access to Confidential Information, as evidenced in writing; (y) information required to be disclosed by law; or (z) the fact that you are a customer of Zeoshi.

California Consumer Notice

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Website and the Services are provided by Zeoshi, Inc. If you have a question or complaint regarding the Website or Services, please contact Customer Service at [insert email]. You may also contact us by sending us a letter to 2271 Panorama Terrace, Los Angeles, CA 90039. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Contact us

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at Zeoshi, Inc. 2271 Panorama Terrace, Los Angeles, CA 90039