Scenethink Terms and Conditions

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In order to submit Your Content to the Site, you will be required to create a user account with SceneThink. To set up a user account, you will be required to accept separate service terms and conditions (the “Service Terms”), which will establish additional terms and conditions on which SceneThink shall provide services.

You acknowledge that you are responsible for Your Content, and you, not SceneThink, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish all of Your Content that you submit to the Site. You also acknowledge that SceneThink has the right, in its sole discretion, to remove any of Your Content that is illegal, inappropriate, violates copyright law or violates these Terms and Conditions.

Digital Millenium Copyright Act

SceneThink will remove all Content if properly notified that such Content infringes on another’s intellectual property rights. SceneThink reserves the right to remove Content without prior notice.

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with a notice in writing as provided under 17 U.S.C.
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If you believe that Your 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 the material in Your Content, you may send a counter−notice to the Copyright Agent as provided in as provided under 17 U.S.C. 512(g)(1).

If a counter−notice is received by the Copyright Agent, SceneThink may send a copy of the counter−notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter−notice, at SceneThink’s sole discretion.

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Termination

SceneThink may terminate your right to use the Site at any time. Your right to use the Site shall terminate immediately and automatically if you should breach any of these Terms and Conditions. Upon termination, you must destroy all materials associated with the Site or derived from the Content on the Site. You agree that the following actions shall constitute a breach of these Terms and Conditions:

- Using the Site for any purpose in violation of local, state, national, or international laws;
- Using material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
- Using material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by SceneThink in its sole discretion;
- Distributing viruses or other harmful computer code;
- Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Site, or which, in the sole judgment of SceneThink, exposes SceneThink or any of its customers or suppliers to any liability or detriment of any type.

Indemnity

You agree to defend, indemnify, and hold SceneThink, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable attorneys’ fees, resulting from, or alleged to result from, your intentional or unintentional violation of these Terms and Conditions.

Mechanics of Billing and Payments

Billing to your account occurs at the time of purchase or shortly thereafter. You agree to pay for all products and services that you purchase through this website, and you agree that SceneThink may charge your selected payment method for any such payments.

SceneThink shall ensure that any third party vendors handling credit card processing pursuant to this Agreement (e.g., Stripe) shall adhere to the Payment Card Industry Data Security Standards ("PCI Standards"). In connection therewith, SceneThink shall require that any such vendor who receives, maintains, stores, handles, protects, transports or transmits credit card numbers and associated personal information ("User Credit Card Information") (i) may only use such User Credit Card Information for assisting in completing card transactions, for providing fraud control
services, or for uses required by applicable law, and (ii) shall perform customary assessments of its systems and procedures on an on-going basis, and if such assessment reveals any non-compliance with the PCI Standards, it shall take actions to cure such non-compliance.

You are responsible for paying any governmental taxes imposed on your use of SceneThink’s services, including, but not limited to, sales, use or value-added taxes. To the extent SceneThink is obligated to collect such taxes, the applicable tax will be added to your billing account.

Any fees for your account will be billed from the date you elect an account level other than the Free Service Level (the "Commencement Date") and on each monthly renewal thereafter unless and until you cancel your account or convert your account back to a Free Service Level account. All fees will be billed and payable in advance of the month to which they relate.

SceneThink accepts payments by credit card and will automatically charge your credit card monthly. If any fee is not paid in a timely manner, or SceneThink is unable to process your transaction using the credit card information provided, SceneThink reserves the right to terminate your account and/or delete some or all of the content associated with the account so as to convert the account to a Free Service Level account (which is subject to the restrictions described above).

SceneThink reserves the right to change its service levels, pricing and service level benefits at any time upon reasonable advance e-mail notice to you. You acknowledge that, unless you cancel your account or convert your account to a Free Service Level account prior to the effective date of any such change, that the amount billed to you after any such change will be the revised amount set forth in SceneThink’s notice to you. Your continued use of the Services after the effective date of any changes without any reduction to your service level constitutes your binding acceptance of such changes. In addition, the amount billed to you each month may vary for reasons that include differing amounts due to changes in your account or changes in the amount of applicable sales tax, and you authorize us to charge your credit card for such varying amounts. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

SceneThink may choose to temporarily change the fees or offer introductory fees for its services for promotional events or new services to some or all of its users, but shall not be required to make all such pricing available to all of its existing users.

Should you elect to upgrade your account to a higher service level, the Commencement Date will be reset and you will be billed for the first month of the upgraded service level on such new Commencement Date as if such Commencement Date was the original Commencement Date as set forth above. You will also receive a credit for a pro rata portion of the amount, if any, that has already been paid for the month in which the upgrade occurs.

If you want to change any of your billing information, including your credit card information, you may edit your information by accessing your “Account” page. It is your responsibility to keep your contact information and payment information current and updated. SceneThink reserves the right to suspend or terminate your access to the services without notice upon rejection of any credit card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to SceneThink when SceneThink believes you are liable for the charges.

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consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Virginia in
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Miscellaneous

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