

VIDIGAMI, INC. END USER AGREEMENT

1. YOUR ACCEPTANCE OF THIS AGREEMENT

This is an Agreement between you and Vidigami Inc. (“**Vidigami**”). It governs your use of the Vidigami website and the services available through that website (the “**Vidigami Services**”). By registering for and by using the Vidigami Services, you acknowledge and signify that you have read, understood and agreed to this Agreement. If you do not accept and agree to each provision of this Agreement, please do not use the Vidigami Services.

If you are under the legal age of majority in your jurisdiction, your parent or legal guardian must read and accept this Agreement for your benefit and approve your use of the Vidigami Services. If you are a parent or guardian accepting this Agreement for the benefit of your child, you are fully responsible and liable (legally and financially) for your child’s use of the Vidigami Services and compliance with this Agreement.

2. CHANGES TO THIS AGREEMENT

Vidigami may, in its sole discretion, change, supplement or amend this Agreement as it relates to your future use of the Vidigami Services from time to time, for any reason. If Vidigami revises the Agreement, Vidigami will inform you of the changes and by continuing to use the service you are accepting the new terms. . If you do not accept the changes, please contact support@vidigami.com to request termination of your account.

3. ACCOUNT PASSWORDS

You may use the Vidigami Services by use of a unique user name and password. The use of an account password does not restrict access by Vidigami to the password-protected materials. For security reasons, you must keep your user name and password confidential and not disclose them to any person or permit any other person to use them. Also, passwords must be non-obvious, hard-to-guess, confidential and changed on a regular basis, and you must log-out at the end of each session.

You are solely responsible for any use and misuse of your user name and password and for all activities that occur under your user name and password. You must immediately contact Vidigami at privacy@vidigami.com to report any unauthorized use of your user name or password, or if you know or suspect that those passwords have been lost or stolen or become known to any other person.

All user names and passwords remain the property of Vidigami, and may be cancelled or suspended at any time by Vidigami without any prior notice or any liability to you or any other person.

4. PERMITTED USES

You may only use the Vidigami Services in the manner described expressly in this Agreement.

5. ACCEPTABLE USE

Vidigami is committed to making the Vidigami Services a fun, secure and easy way for communities to be actively involved in making and preserving memories of their members. For this reason, you may not use the Vidigami Services in a manner, or submit any material, that may be unlawful, indecent, offensive,

defamatory, derogatory, fraudulent, deceptive, harmful, abusive, threatening, vulgar, profane, pornographic, obscene, sexually explicit, sexist, racist, hateful, offensive, harassing, invasive of the privacy, intellectual or other proprietary rights of others, breaches the contractual or fiduciary relationships that you may have with others, or otherwise objectionable. (This includes the submitting of any material that depicts, encourages, indicates, advocates or tends to incite any such conduct, and any use that may dilute or depreciate the name and reputation of Vidigami and the school in which you are enrolled). The Vidigami Services are provided for your personal and non-commercial use only, and not for resale.

The Vidigami Services must not be used with any action, device, software, executable program or routine that could directly or indirectly circumvent, interfere, or attempt to interfere with the proper working of the Vidigami Services, impose an unreasonable or disproportionately large load or burden on the Vidigami Services or their infrastructure, or interfere with other persons' use and enjoyment of the Vidigami Services.

Vidigami is not obliged to monitor the use of the Vidigami Services or the content published on the Vidigami website by the users of the Vidigami Services, although Vidigami reserves the right to do so in its sole discretion. Vidigami will respond, as it considers appropriate, if it becomes aware of any inappropriate uses of the Vidigami Services. Please report any violations of this Agreement or other inappropriate use of the Vidigami Services to support@vidigami.com.

Users who violate this Agreement or who use the Vidigami Services inappropriately may incur criminal or civil liability, and Vidigami may report perceived violations of applicable law to law enforcement authorities. Vidigami will co-operate fully with law enforcement authorities in the investigation of suspected unlawful conduct.

6. WARRANTIES, LICENSE AND CONSENT

Vidigami does not claim copyright or ownership in any materials submitted to or through the Vidigami Services. Those rights always remain with the original owner, and are not affected by this Agreement in any way. Vidigami does need to ensure that it has the lawful authority to provide the Vidigami Services to you and others. For this reason, when you submit any materials to or through the Vidigami Services ("**Submitted Materials**"), you: (a) represent and warrant to Vidigami that its use of the Submitted Materials, and any use of the Submitted Materials by any third party, does not and will not infringe the rights (including copyright, moral rights, and other intellectual property rights and privacy and personality rights in all applicable jurisdictions) of any person; (b) you represent and warrant to Vidigami that you own or have the necessary licenses, rights, consents and permissions to use and authorize Vidigami to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any Submitted Materials in the manner contemplated on Vidigami's website or this Agreement; (c) you represent and warrant that you have the written consent, release, and/or permission of each and every identifiable individual person in the Submitted Materials to use the picture, name or likeness of each and every such identifiable individual person to enable inclusion and use of the Submitted Materials in the manner contemplated by Vidigami's website or this Agreement, or if such identifiable individual is under the age of eighteen (18), you have obtained the written consent, release and/or permission from such individual's parent or guardian; (d) grant to Vidigami (solely for the purpose of providing the Vidigami Services) and the school in which you are enrolled or the organization you are a part of, a non-exclusive, non-transferable, perpetual, irrevocable and royalty-free license to access, use, adapt, distribute, reproduce, modify, reformat, and edit such Submitted Materials and any ideas or original materials contained in such Submitted Materials, in all media now known or hereafter developed, which grant shall include, but not limited to, the right to use the Submitted Materials (or any portion thereof) to create derivative works, the right to share the Submitted Materials (or any portion thereof) with other users of the Vidigami Services, and the right to store or transfer the Submitted Materials (or any portion thereof) to a service provider of Vidigami; and (e) grant to other users of the Vidigami Services, and solely for personal, non-commercial purposes, a personal, non-exclusive, non-transferable, perpetual, irrevocable and royalty-free license to access, use, adapt,

distribute, reproduce, modify, reformat, prepare derivative works of, display and edit such Submitted Materials and any ideas or original materials contained in such Submitted Materials, in all media now known or hereafter developed.

You hereby acknowledge and agree that the Submitted Materials will be stored by Vidigami on a server located in the United States of America or Canada.

You hereby waive all rights you may have to inspect and/or approve any use by Vidigami, the school or organization in which you are a part of or other users of the Vidigami Services of any material or idea submitted by you in any Submitted Materials. You waive all rights to any claim against Vidigami, the organization in which you are a part of or other users of the Vidigami Services for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with such Submitted Materials. You agree and understand that Vidigami is not responsible for maintaining, and may delete at any time, any of your Submitted Materials without prior notification. You shall be solely responsible for your own Submitted Materials and the consequence of posting, uploading or otherwise publishing or distributing them.

You understand that whether or not Submitted Materials are published, Vidigami does not guarantee any confidentiality with respect to any Submitted Materials.

7. DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION AND INDEMNITY DISCLAIMER

YOUR USE OF THE VIDIGAMI SERVICES IS AT YOUR OWN RISK. YOU SHOULD KEEP YOUR OWN BACKUP COPIES OF ALL MATERIALS YOU MAY USE, OR ALLOW OTHERS TO USE, IN CONNECTION WITH THE VIDIGAMI SERVICES, INCLUDING MATERIALS POSTED OR SUBMITTED TO THE VIDIGAMI SERVICES.

THE VIDIGAMI SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR DURABILITY, ALL OF WHICH ARE HEREBY DISCLAIMED BY VIDIGAMI TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIDIGAMI MAKE NO REPRESENTATION, WARRANTY OR CONDITION THAT: (A) THE VIDIGAMI SERVICES WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED EQUIPMENT AND SOFTWARE; (B) THE VIDIGAMI SERVICES WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) THE USE OF THE VIDIGAMI SERVICES WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; (D) THE USE OF THE VIDIGAMI SERVICES WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (E) ACCOUNT PASSWORD PROTECTION FOR MATERIALS YOU MAY USE OR ALLOW OTHERS TO USE IN CONNECTION WITH THE VIDIGAMI SERVICES WILL PREVENT UNAUTHORIZED ACCESS TO THOSE MATERIALS; AND VIDIGAMI DISCLAIM ANY AND ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

THE INTERNET IS NOT A SECURE MEDIUM AND MAY BE SUBJECT TO INTERRUPTION, DISRUPTION, AND INADVERTENT OR DELIBERATE BREACHES OF SECURITY AND PRIVACY. THE VIDIGAMI SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND THE CONTROL OF VIDIGAMI (SUCH AS YOUR COMPUTER EQUIPMENT AND INTERNET ACCESS), AND MAY NOT BE CONTINUOUS OR UNINTERRUPTED, SECURE OR PRIVATE. YOU PROVIDE USER INFORMATION AT YOUR OWN RISK, AND VIDIGAMI HEREBY DISCLAIMS ALL LIABILITY TO YOU AND ANY OTHER PERSON FOR ANY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE UNAUTHORIZED ACCESS TO, OR USE OR DISCLOSURE OF, ANY USER INFORMATION.

LIABILITY EXCLUSION

VIDIGAMI WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR EXEMPLARY OR PUNITIVE DAMAGES, ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE VIDIGAMI SERVICES BY YOU OR ANY OTHER PERSON, REGARDLESS OF ANY WRONGDOING BY VIDIGAMI, AND NOTWITHSTANDING THAT VIDIGAMI MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.

LIABILITY LIMITATION

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL VIDIGAMI'S TOTAL LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE VIDIGAMI SERVICES BY YOU OR ANY OTHER PERSON, REGARDLESS OF ANY WRONGDOING BY VIDIGAMI, EXCEED \$100 (CDN) OR THE AMOUNT YOU PAID TO VIDIGAMI FOR THE USE OF THE VIDIGAMI SERVICES, WHICHEVER IS LESS.

INDEMNITY

YOU WILL INDEMNIFY, DEFEND AND HOLD VIDIGAMI HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING LAWYER'S FEES AND DISBURSEMENTS AS BETWEEN SOLICITOR AND OWN CLIENT) SUFFERED OR INCURRED BY VIDIGAMI ARISING FROM, CONNECTED WITH, OR RELATING TO (1) YOUR ACCESS TO OR USE OF THE VIDIGAMI SERVICES, (2) YOUR BREACH OF THIS AGREEMENT, (3) ANY WRONGFUL CONDUCT BY YOU, (4) THE VIOLATION OF ANY THIRD PARTY RIGHT BY YOU, INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT, PROPERTY OR PRIVACY RIGHT, OR (5) ANY CLAIM THAT YOUR SUBMITTED MATERIALS CAUSED DAMAGE TO ANY THIRD PARTY. YOU WILL ASSIST AND CO-OPERATE AS FULLY AS REASONABLY REQUIRED BY VIDIGAMI IN THE DEFENCE OF ANY SUCH CLAIM OR DEMAND. THIS DEFENCE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THIS AGREEMENT AND YOUR USE OF THE VIDIGAMI SERVICES.

FAIR ALLOCATION OF LIABILITY

THIS AGREEMENT REPRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY, WHICH IS REFLECTED IN THE FEES, IF ANY, PAYABLE FOR THE USE OF THE VIDIGAMI SERVICES.

THE EXCLUSION OF CERTAIN WARRANTIES AND THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED BY LEGISLATION IN SOME JURISDICTIONS. SUCH LEGISLATIVE LIMITATIONS MAY APPLY TO YOU. YOU HEREBY AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSIONS AS SET OUT IN THIS AGREEMENT SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN THIS SECTION HEADED *DISCLAIMER, LIABILITY EXCLUSION, LIABILITY LIMITATION AND INDEMNITY*, "VIDIGAMI" INCLUDES VIDIGAMI AND ITS AFFILIATES AND SUPPLIERS AND EACH OF THEIR RESPECTIVE PAST, PRESENT AND FUTURE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, SERVICE PROVIDERS, SUCCESSORS, ASSIGNS AND RELATED PERSONS.

8. OWNERSHIP OF THE VIDIGAMI SERVICES

Vidigami Services and all information (in text, graphical, video and audio forms), software, applications, and other elements available on or through the Vidigami Services are owned or licensed by Vidigami and others, and are protected by Canadian, United States, and international copyright, trademark, and other laws. Your

use of the Vidigami Services does not transfer to you any ownership or other rights in the Vidigami Services or their content.

9. TRADE-MARK INFORMATION

The marks and logos appearing on or in connection with the Vidigami Services are registered and unregistered trademarks, trade-names and service-marks owned or licensed by Vidigami. Other product and company names and logos appearing on the Vidigami Services may be registered or unregistered trade- names, trademarks and service-marks of their respective owners. Any use of the trade-names, trademarks, service-marks and logos (collectively “**Marks**”) displayed on the Vidigami Services is strictly prohibited. Nothing appearing on the Vidigami Services or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Vidigami Services.

10. UNSOLICITED SUBMISSIONS

Vidigami hopes that you find the Vidigami Services to be valuable and we welcome your feedback. However, Vidigami does not accept unsolicited ideas, including ideas for new advertising campaigns, new or improved goods, services, technologies, or new product or business names. The purpose of this policy is to avoid potential misunderstandings or disputes. Accordingly, please do not send any unsolicited ideas, suggestions or other materials (“**Submissions**”) to Vidigami. If you do send Submissions to Vidigami, Vidigami must have the right to use them. Therefore, you grant (or warrant that the owner of the Submissions grants) to Vidigami and its assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, assignable, sub-licensable, right and license to copy, modify, publish, create derivative works from, distribute, display and otherwise use the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever. You also agree, represent and warrant that all moral rights in the Submissions are waived in favour of Vidigami and its assigns.

11. PROMOTIONS, DISCOUNTS AND CONTESTS

From time to time Vidigami may offer special promotions, coupons, or discounts on products or services purchased through the Vidigami Services. All such promotions and discounts are subject to specific terms and conditions. Vidigami may also make contests available to users of the Vidigami Services. All contests are governed by this Agreement and the specific applicable *Contest Rules*. By participating in a contest through the Vidigami Services, you signify your agreement and acceptance of this Agreement and the applicable *Contest Rules*.

12. OTHER SITES

The Vidigami Services may include advertisements for, and links to, Web sites and businesses operated by third parties (“**Other Sites**”). Other Sites are independent from Vidigami, and Vidigami has no responsibility or liability for or control over Other Sites, their business, goods, services or content. Links to Other Sites are provided solely for your convenience. Vidigami does not sponsor or endorse any Other Sites or their content or the goods or services available through those Other Sites. Your use of Other Site is at your own risk, and you may not make any claim against Vidigami arising out of your use of any Other Sites or your dealings with the owners or operators of any Other Sites. The provisions of this Agreement under the section headed *Disclaimer, Liability Exclusion, Liability Limitation and Indemnity* apply, with all necessary modifications, to your access to and use of any Other Sites and their business, goods, services and content.

You may create a text hyperlink to Vidigami's website, provided such link does not portray Vidigami or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner. This limited right may be revoked by Vidigami at any time.

13. SOFTWARE AGREEMENTS

For your convenience, Vidigami may make third-party software available to you through or in connection with the Vidigami Services. All such software is owned or licensed by third parties, and your downloading and use of the software is subject to the applicable *End User License and applicable Terms of Services Agreements*. Vidigami has no control over or responsibility or liability for any software downloaded from or in connection with the Vidigami Services, and Vidigami makes no representations, warranties or conditions regarding the software. Your downloading and use of the software and your dealings with the owners and providers of the software is at your own risk, and you may not make any claim against Vidigami arising out of, connected with, or relating to your downloading and use of any software. The provisions of this Agreement under the section headed *Disclaimers, Liability Exclusion, Liability Limitation and Indemnity* apply, with all necessary modifications, to your downloading and use of any software downloaded from or in connection with the Vidigami Services.

14. PERSONAL INFORMATION PRIVACY

Vidigami collects, uses, and discloses your personal information in accordance with its *Privacy Policy*, which may be viewed by clicking *here* ("**Privacy Policy**"). Vidigami may change the Privacy Policy from time to time in its sole discretion. Each time you use the Vidigami Services, you consent to Vidigami's collection, use and disclosure of your personal information in accordance with the Privacy Policy as it then exists without any further notice or any liability to you or any other person.

15. TERMINATION OF THE VIDIGAMI SERVICES AND THIS AGREEMENT

You may cancel your use of the Vidigami Services at any time for any reason by contacting support@vidigami.com. Vidigami may, at any time and for any reason and in its sole discretion: (a) change, suspend or terminate, temporarily or permanently, the Vidigami Services or any part of them; or (b) restrict, suspend or terminate (in whole or in part) your permission to access or use the Vidigami Services, all without any notice or liability to you or any other person. If you breach any provision of this Agreement, you may no longer use the Vidigami Services.

If this Agreement or your permission to access or use the Vidigami Services is terminated by you, your associated organization or by Vidigami, then: (a) this Agreement will continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the Vidigami Services, and anything connected with, relating to or arising therefrom; and (b) Vidigami may continue to use and disclose your personal information in accordance with the Privacy Policy as amended from time to time.

You acknowledge that Vidigami may continue to hold the Submitted Materials in its database after the term of this Agreement for the purpose of allowing Vidigami to provide the Vidigami Services to you again should you wish to resume your use of the Vidigami Services, and to allow the Submitted Materials to be used and disclosed in accordance with this Agreement.

16. GOVERNING LAW AND DISPUTE RESOLUTION

Unless otherwise agreed to by the parties in writing, these provisions shall apply as permitted by law. 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. Vidigami shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Vidigami's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Vidigami's prior written consent. Vidigami may transfer, assign or delegate this Agreement and its rights and obligations without consent.

For disputes arising in the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Grafton County, New Hampshire, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation System, Inc. ('JAMS') then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the District of New Hampshire.

For disputes relating to this Agreement arising in outside of the United States of America, this Agreement shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Vancouver, British Columbia, using the English language in accordance with the Arbitration Rules and

Procedures of British Columbia International Commercial Arbitration Centre ('BCICAC') then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of BCICAC arbitrators in accordance with the Arbitration Rules and Procedures of BCICAC. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the Canadian Federal Courts located in the Vancouver, British Columbia. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules. The place of Arbitration shall be Vancouver, BC, Canada.

Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Vidigami's website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Vidigami in any respect whatsoever.

18. OTHER MATTERS

The provisions of this Agreement will enure to the benefit of and be binding upon each of Vidigami and its respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives. You may not assign this Agreement or the rights and obligations under this Agreement without the express prior written consent of Vidigami, which may be withheld in Vidigami's sole discretion. Vidigami may assign this Agreement and its rights and obligations under this Agreement without your consent or the consent of any persons you represent.

No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party.

Notwithstanding any other provision of this Agreement, Sections 4, 5, 6, 7, 10, 11, 12, 13, 14, 16 and 17 of this Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and remain in full force and effect.

You and Vidigami are independent contractors and no agency, partnership, joint venture, employment or franchise relationship is intended or created by this Agreement or your use of the Vidigami Services.

Any rights not expressly granted by this Agreement are reserved to Vidigami. This Agreement was last changed effective 25 May, 2018.