



Terms of Service

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These Terms of Service are incorporated into the Vidigami Photo Management and Publication Agreement (“Vidigami Agreement”) and govern the use the Vidigami Photo Management Application (“PM System”) and the Picaboo Yearbook Application and Store (the “PYB System”) (collectively the “Vidigami System” or “System”) by organizations and individuals who have signed the Vidigami Agreement.

TERMS OF SERVICE

1. ACCESS TO THE SYSTEM

The PYB System can be accessed through the yearbooks.picaboo.com website and domain name. The PYB System includes the yearbook website, the yearbook application, the Skipple mobile app, the yearbook store and affiliated domain names, and any other linked websites, pages, features, content, or application System (including mobile applications) offered from time to time by Vidigami. Subject to the terms and conditions of this Agreement, Vidigami may provide certain services through the PYB System, as described more fully on the PYB System’s websites. As used herein, the term ‘PYB System’ shall include, without limitation, the PYB System, any service Vidigami performs for you through the PYB System, and any content or products offered by Vidigami or Vidigami’s users through any of the foregoing.

The PM System can be accessed through the www.vidigami.com website and domain name. The PM System includes the photo management system, merchandise storefront, mobile apps, affiliated domain names, and any other linked websites, pages, features, content, or application of the System offered from time to time by Vidigami. Subject to the terms and conditions of this Agreement, Vidigami may provide certain services through the PM System, as described more fully on the PM System's websites. As used herein, the term 'PM System' shall include, without limitation, the PM System, any service Vidigami performs for you through the PM System, and any content or products offered by Vidigami or Vidigami's users through any of the foregoing. As used herein, the term "System" shall include the PYB System and the PM System.

You may only use the System for its intended use. Vidigami may change, suspend or discontinue all or any part of the System at any time. Vidigami also may impose limits on certain features and System or restrict your access to parts or all of the System without notice or liability.

Vidigami reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the PYB and/or PM System or by sending you an appropriate notice via email. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the System following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

You represent and warrant to Vidigami that: (i) you are of legal age to agree to the Terms of Service; (ii) all agreement information you submit is accurate and truthful; (iii) you will maintain the accuracy of such information; (iv) if you are

accepting this Agreement on behalf of an institution, company or other legal entity (“Organization”), you are using the Service with its permission.

2. USE BY CHILDREN

Neither the PYB System or the PM System are targeted for use by children under 13. Nevertheless, Vidigami is committed to protecting the privacy and security of data of children under 13 as outlined in laws such as Children’s Online Privacy Protection Act (‘COPPA’) (see www.ftc.gov/privacy).

Vidigami collects limited personal information from students and other children who use the System. We collect personal information (including biometric information) from an Organization (as defined in our Privacy Policy), for children under 13 where that child’s Organization has contracted with Vidigami (via the terms set forth in Section 3(c) or (d) of this Agreement) to collect personal information for the use and benefit of the the Vidigami Services. Vidigami requires Organizations to notify the parents of children under the age of consent that the Organization will be using the PYB and/or PM System before providing any such personal information to Vidigami. In the event that we learn that we have collected personal information from a child under 13 improperly, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information improperly, or that such child’s applicable Organization has not provided notice to the parents of their child’s use of the System, please contact us at support@vidigami.com.

3. USE BY ADULTS

(a) For information regarding Vidigami's treatment of personally identifiable information, please review Vidigami's current Privacy Policy, which is hereby incorporated into this Agreement by reference.

(b) If you are accessing the System as an Organization the following terms also apply to your Organization:

(i) In the case of the PYB System, you will assign a representative over the age of legal consent, who has authority on behalf of the organization, as the administrator for the project responsible for the Organization's use of the YB System and/or PM System and compliance with applicable laws ("Administrator"). Upon termination of this Administrator from this, you will require the Administrator to cease using the account created for the Organization and appoint another Administrator. (ii) If you are an organization based in the United States, you represent and warrant that you are solely responsible for complying with the Children's Online Privacy Protection Act ('COPPA'), please see www.ftc.gov/privacy

(iii) You represent and warrant that you will operate the Vidigami System (as defined) in compliance with applicable laws. If you live outside of the United States, you represent that you can accept the terms herein while in compliance with your local laws.

(c) If you are accessing the Vidigami System as a staff member, volunteer, teacher, coach or other representatives of an Organization, the following terms also apply to you:

(i) You represent and warrant that you have permission from your Organization to use the PYB System or PM System.

(ii) You represent and warrant that you will provide the parents of any users under the age of 13 with notice that the Organization is using the Vidigami System.

(iii) You will not share access to the System with anyone other than (1) authorized users associated with your Organization, and (2) parents or other legal guardians of children who belong to your Organization. You are responsible for activities that occur on the System due to access that you have granted to other users (whether through the creation of an account, providing access to your username and password, or through invitation), unless Organization has negligently provided access to the System, or failed to supervise the students as appropriate.

(d) If you are accessing the System as a parent or an adult unassociated with an Organization, the following terms also apply to you:

(i) You understand that your use of the System constitutes acceptance of these Terms both on your own behalf as well as on behalf of your child or children who use the System, if applicable.

4. SYSTEM CONTENT

The System and its contents may only be used in accordance with the terms of this Agreement. All materials provided by Vidigami that are displayed or

performed on the System (including, but not limited to the Vidigami logo and name, descriptive text, text, graphics, articles, photographs, images, illustrations (also known as the 'Vidigami Content')) are protected by copyright and other intellectual property laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Vidigami Content accessed through the System, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Vidigami Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The System is protected by copyright as a collective work and/or compilation, pursuant to U.S. and Canadian copyright laws, international conventions, and other copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section 4), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Vidigami Content, software, materials, or System in whole or in part.

You may download or copy the Vidigami Content (and other items displayed on the System for download) for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Vidigami Content. Copying or storing of any Vidigami Content other than personal, noncommercial use is expressly prohibited without prior written permission from Vidigami or from the copyright holder identified in such Vidigami Content's copyright notice.

In accordance with Section 6(d) of the Photo Management Product's End User Licence Agreement, you and other users may provide information, such as student and staff data and photos, which may be used by Vidigami in connection with the delivery of the System and which may be visible to certain other users. In addition, such information may be used by other users of the system for limited, personal use, as further defined herein. As such, you understand that by posting information or content on the System or otherwise providing content, materials or information to Vidigami or in connection with the System (collectively, 'User Submissions'), Vidigami hereby is and shall be granted a non-exclusive, worldwide, royalty free, perpetual, irrevocable, and transferable right to utilize and exercise all rights with respect to such User Submissions in connection with the delivery of the System; however, Vidigami will only share your personally identifiable information in accordance with Vidigami's current Privacy Policy. You also hereby do and shall grant each user of the System a non-exclusive license to access your User Submissions through the System, and to use, modify, reproduce, distribute, prepare derivative works of art, display and perform such User Submissions as permitted through the functionality of the System (including without limitation any functions that limit other users' ability to see the information in your Vidigami user profile) and under this Agreement. Furthermore, you understand that Vidigami retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you, subject to the terms of this Agreement and Section 6(d) of the Photo Management Product's End User Licence Agreement. In addition, the Organization grants to Vidigami a worldwide, non-exclusive, royalty-free limited license to use the name, logo, trademarks and brand names of the Organization in connection with its provision of the System hereunder. For clarity, the foregoing rights granted to Vidigami and other users do not affect your ownership of or right to grant other non-exclusive licenses to the

material in your User Submissions. Pupil records continue to be the property of the organization providing such records to Vidigami.

You understand that all information publicly posted or privately transmitted through the System is the sole responsibility of the person from which such content originated and that Vidigami will not be liable for any errors or omissions in any content. You understand that Vidigami cannot guarantee the identity of any other users with whom you may interact in the course of using the System. Additionally, Vidigami cannot guarantee the authenticity of any data that users may provide about themselves. You acknowledge that all Vidigami Content and User Submissions (collectively "Content") accessed by you using the System is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will Vidigami be liable in any way for any Content, including, but not limited to, any errors or omissions, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the System

5. YOUR WARRANTY

You warrant, represent and agree that you will not contribute any User Submissions or otherwise use the System in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such

as allowing someone else access to your account or password. Vidigami reserves the right to remove any Content from the System at any time, 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 Vidigami is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Vidigami, remain solely responsible for all content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the System, and you warrant that you possess all rights necessary to provide such content to Vidigami and to grant Vidigami the rights to use such information in connection with the System and as otherwise provided herein.

6. RESTRICTIONS

You are responsible for all of your activity in connection with the System, as well all activity that occurs under your account or any accounts or access codes that you have authorized. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the System. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Vidigami user. Use of the System to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the System, or any processes that run or are activated while you are not logged on to the System, or that otherwise interfere with the proper working of or place an unreasonable load on the System' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider, or

“scrape” any page or portion of the System is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the System. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the System. You may not transfer your account to anyone without express prior written consent of Vidigami. You will not disclose your username and password in any public manner, and will not disclose such information to any individual who is not authorized to receive such access code; for example, you will not post any access code to a publicly accessible internet page. You understand and agree that Vidigami shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement, and Vidigami shall have sole discretion regarding the course of action to take in connection therewith.

7. WARRANTY DISCLAIMER

Vidigami has no special relationship with or fiduciary duty to you. You acknowledge that Vidigami has no control over, and no duty to take any action regarding: which users gain access to the System; what Content you access via the System; what affects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Vidigami from all liability for you having acquired or not acquired Content through the System. The System may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Vidigami makes no representations concerning any content contained in or accessed through the System, and Vidigami will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the System. Vidigami makes no representations or warranties regarding suggestions or recommendations of

System or products offered or purchased through the System. Products and System purchased or offered (whether or not following such recommendations and suggestions) through the System are provided "AS IS" without any warranty of any kind from Vidigami or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product. USE THIS SYSTEM AT YOUR OWN RISK. THE SYSTEM, CONTENT, WEBSITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL VIDIGAMI BE LIABLE TO YOU OR ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO VIDIGAMI IN CONNECTION WITH THE SYSTEM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM. SOME STATES DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

9. REGISTRATION AND SECURITY

As a condition to using System, you may be required to register with Vidigami and select a password and username and you may be permitted to register an Organization specific "subdomain" within the website ("Vidigami Subdomain"). You shall provide Vidigami with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account and/or all accounts associated with your Vidigami Subdomain. Once you complete and submit your registration, you have opted in to receive email communication from us. You may not select a username of another person with the intent to impersonate that person or use a Vidigami Login subject to any rights of a person other than you without appropriate authorization, nor may you select or use a Vidigami Subdomain that you do not have the right and authorization to use. Vidigami reserves the right to refuse registration of or cancel a registration or Vidigami Subdomain in its discretion. You shall be responsible for maintaining the confidentiality of your password. Further, Vidigami generates unique IDs for unactivated (invited but not activated) users. Registered users are required to keep these unique IDs confidential as the unique IDs are associated with personal information of the unactivated person.

10. INDEMNITY

As permitted by law, you will indemnify and hold Vidigami, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without

limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the System, use of the System, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

11. FEES AND PAYMENT

Vidigami offers photo hosting, photo management, printed yearbooks, printed products, digital products, eYearbooks and other services such as content management and shipping. Vidigami may offer more products and services in the future. Should you elect to purchase such products and services, you shall pay all applicable fees, as described on the System. Vidigami reserves the right to change its price list and to institute new charges at any time. Use of the System by you following such notification constitutes your acceptance of any new or increased charges. Notwithstanding the foregoing, if the Organization and Vidigami have signed an Agreement, that Agreement's terms shall govern the fees and payment provisions and this paragraph shall not apply.

12. SELLING PRODUCTS ON BEHALF OF THE ORGANIZATION

When Vidigami sells products to members of the Organization, Vidigami does so on behalf of the Organization. If applicable Vidigami will charge sales tax on transactions. The Organization is responsible for declaring tax exempt status with Vidigami if they believe transactions are tax exempt.

13. THIRD PARTY PARTNERS AND AFFILIATES

Certain features of our services and products may utilize the services and/or products of third-party vendors and business partners, which services and/or products may include software, information, data or other services. Some or all of these vendors and business partners may require Vidigami to agree to additional terms and conditions. To view more information regarding use, as well as links to the additional terms and conditions of these third-party vendors or business partners, please refer to Vidigami's "Third Party Terms of Use" document.

14. EXTERNAL THIRD PARTY PRODUCTS AND SERVICES

You acknowledge that the Vidigami Service may enable or assist you to access, interact with, and/or purchase Third Party Services from supported platforms or other third party websites. When you access the Third Party Services, you will do so at your own risk. These Third Party Services may also allow you to store your Customer Content with the provider or operator of the Third Party Services. Any use of Third Party Services is governed solely by the terms and conditions of such Third Party Service and any contract entered into, or any transaction completed via any Third Party Services, is solely between you and the relevant third party, and not Vidigami. Vidigami makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third Party Services or any transactions completed and any contract entered into by you with any such third party.

15. USE OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

Vidigami acknowledges that it collects and processes personally identifiable information, such as photographs, videos, names, and contact information (PII). Except as provided in this Agreement, Vidigami agrees not to sell, lease or otherwise provide anyone or any organization the PII it collects and processes. While Vidigami may create a user profile (name, email, school or organization name, grade, media), Vidigami will keep such profile confidential pursuant to the Vidigami Privacy Policy and, in addition, Vidigami agrees not to target market such users, using the confidential profile or otherwise, without prior user knowledge and consent. Vidigami agrees not to use observing services to track the location of any individual using the system for any purposes other than to personalize views or optimize the Vidigami Service. Upon request from the Organization, Vidigami agrees to make best efforts to delete any and all Organization-Submitted content. Upon request of an individual, or authorized representative thereof, Vidigami agrees to make best efforts to delete all personal, confidential and secret information regarding the owned account.

Further, Vidigami will take reasonable actions to ensure the confidentiality of the all information derived or collected through the Service. Finally, Vidigami agrees to maintain reasonable security procedures and practices appropriate to the nature of the PII collected, and to protect that information from unauthorized access, destruction, use, modification, or disclosure.

16. TERMINATION OF AGREEMENT

This Agreement will remain in full force and effect throughout the entire duration of use of the system by the Organization, thereby expressly agreeing to the terms and

conditions set forth herein. This Agreement will remain effective until terminated by either party as set forth below.

AGREEMENT TERMINATION: An Organization may choose to terminate the Agreement at any time. Vidigami requires 60 business days of notification before an Agreement may be terminated. Vidigami may terminate this Agreement if you do not comply with the terms and conditions herein. By providing notice to you of such termination (in which case such termination will be effective upon delivery of such notice) and/or preventing your access to the Vidigami Software.

TERMINATION FOR BREACH: Vidigami may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted if Vidigami determines that you have violated any provision of this Agreement or that your conduct or content would tend to damage Vidigami's reputation and goodwill. If Vidigami deletes your account for the foregoing reasons, you may not re-register for the Vidigami Service. Vidigami may block your email address and Internet protocol address to prevent further registration.

EFFECT OF AGREEMENT TERMINATION: Upon termination, all licenses granted by Vidigami will terminate. All sections of this Agreement shall survive termination. In the event of account deletion for any reason, content that you submitted may no longer be available. Vidigami shall not be responsible for the loss of such content.

17. MISCELLANEOUS

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.

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. COPYRIGHT DISPUTE POLICY

Vidigami has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at www.lcweb.loc.gov/copyright/legislation/dmca.pdf). The address of Vidigami's Designated Agent to Receive Notification of Claimed Infringement ('Designated Agent') is listed at the end of this Section. It is Vidigami's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. Procedure for Reporting Copyright Infringements: If you believe that material or content residing on or accessible through the System infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

- □ 1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- □ 2. Identification of works or materials being infringed;
- □ 3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Vidigami is capable of finding and verifying its existence;
- □ 4. Contact information about the notifier including address, telephone number and, if available, email address;
- □ 5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or

the law; and (6) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. Procedure for Reporting Security, Privacy and Copyright Infringements: If you believe that material or content residing on or accessible through the System infringes your security, privacy or copyright, please send a notice of infringement containing the following information to the Designated Agent listed below:

- (1) A physical or electronic signature of a person authorized to act on behalf of the organization or person that has been allegedly infringed;
- (2) Identification of works or materials being infringed or, as applicable, a description of the infringement;
- (3) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the person or organization claiming the infringement seeks to have removed, with sufficient detail so that Vidigami is capable of finding and verifying its existence;
- (4) Contact information about the notifier including address, telephone number and, if available, email address;
- (5) A statement that the notifier has a good faith belief that the material identified in (3) is infringing as a matter of the law; and
- (6) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the party allegedly being infringed upon.

C. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent: It is Vidigami's policy:

1. to remove or disable access to the infringing material;
2. to notify the content provider, member or user that it has removed or disabled access to the material; and
3. that repeat offenders

will have the infringing material removed from the system and that Vidigami will terminate such content provider's, member's or user's access to the System.

D. Procedure to Supply a Counter-Notice to the Designated Agent: □ □ If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;□ □
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;□ □
3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and □ □
4. Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which Vidigami is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Vidigami may send a copy of the counter-notice to the original complaining party informing that

person that Vidigami may replace the removed material 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 material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Vidigami's discretion. □ □ Please contact Vidigami's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Designated Agent to Receive Notification of Claimed Infringement:

Bill Miles, CEO

15 Lebanon St., Hanover, NH 03755.

Telephone: 603-277-9351

Email: privacy@vidigami.com

19. Incident and Breach Management

In the event of a potential privacy incident or breach, the matter should be immediately reported to Vidigami for resolution at privacy@vidigami.com. If a complaint or report is unable to be resolved, Vidigami (or the appointed Data Protection Officer) will cooperate with the applicable data protection authorities in resolving the complaint.

Contact Information

Mandy Chan, President

280 - 1770 Burrard St, Vancouver, BC V6J 3G7

Telephone: +1 (604) 559-9755

Email: privacy@vidigami.com

20. CONTACT.

If you have any questions, complaints, or claims with respect to the System, you may contact us at support@vidigami.com.

Effective: May 25, 2018

