

## **FULL FRAME CLIENT TERMS OF USE**

Last Modified: September 26, 2018

### **1. Your Acceptance**

Welcome to the Client Terms of Use for Full Frame. This is an agreement (“Agreement”) between Full Frame Systems, LLC (“Full Frame”), the owner and operator of [www.gofullframe.com](http://www.gofullframe.com) and the Full Frame software, components, and any associated services offered (collectively the “Platform”) and you (“you”, “your” or “Client”), a Client of the Platform.

Throughout this Agreement, the words “Full Frame,” “us,” “we,” and “our,” refer to our company, Full Frame, as is appropriate in the context of the use of the words.

By clicking “I agree”, accessing, or using the Platform you agree to be bound by this Agreement and the Privacy Policy. We may amend our Terms of Use or the Privacy Policy and may notify you when we do so. PLEASE BE AWARE THAT THERE ARE ARBITRATION AND CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR RIGHTS. If you do not agree to the Terms of Use or the Privacy Policy please cease using our Platform immediately.

### **2. Client Information and Accounts**

Clients may be required to register on the Platform before accessing portions of the Platform. Your information will be collected and disclosed in accordance with our Privacy Policy. All Clients are required to provide truthful and accurate information when registering for our Platform and must be over the age of 18. We reserve the right to verify all Client credentials and to reject any Clients. You are entirely responsible for maintaining the confidentiality of password and account and for any and all activities that occur under your account. You agree to notify Full Frame immediately of any unauthorized use of your account or any other breach of security. Full Frame will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. If you are registering on behalf of your company, you represent and warrant that you are authorized by your company to create an account on your company’s behalf and you represent and warrant that you are authorized by your company to incur financial obligations and enter into legally binding agreements on behalf of your company.

### **3. Permitted Users**

Subject to compliance with this Agreement, Client may allow its Permitted Users to access the Platform. “Permitted Users” means officers, employees or contractors of

Client and any of Client's customers, designated by Client to have access to the Platform. Client may not share access to the Platform with any other third parties.

#### **4. Access**

After registering and properly paying for our Platform, where required, we shall grant you and your Permitted Users access to Platform as permitted by us and in accordance with this Agreement. All rights not explicitly granted are reserved for Full Frame. Where you download software to access our Platform, we grant you and your Permitted Users a limited, fully revocable, non-exclusive license to download one copy of our Platform onto your electronic device(s). If you breach this Agreement, your access or license to use our Platform may be terminated at our discretion. Additionally, we may revoke your access or license to use our Platform if we believe that your actions may harm us, our business interests, or any third party rights. Failure by us to revoke your access does not act as a waiver of your conduct

#### **5. Platform Ownership**

Client acknowledges that the structure, organization, and code (both source code and object code) of the Platform and all related software components are proprietary to Full Frame and/or Full Frame's licensors and that Full Frame and/or its licensors retains exclusive ownership of the Platform, any documentation, information and any and all other intellectual property rights relating to the Platform, including all modifications, copies, enhancements, derivatives, and other software and materials developed hereunder by Full Frame. Client shall not sell, copy, reproduce, transfer, publish, disclose, display or otherwise make available the Platform, access to the Platform, or any portions of the Platform including any modifications, enhancements, derivatives, and other software and materials developed hereunder by Full Frame to others in violation of this Agreement. Client shall not remove any proprietary, copyright, trademark, or service mark legend from any portion of any of the Platform, including any modifications, enhancements, derivatives, and other software and materials developed by Full Frame. Client agrees to make all necessary and reasonable efforts to comply with the above provisions in a manner which Client takes to secure and protect its own highly confidential information in order to maintain Full Frame's rights as stated within this Agreement and to take appropriate action as instructed or required by Full Frame to maintain its intellectual property rights.

#### **6. Platform and Services**

The Full Frame Platform allows Clients to communicate, share, and create content for and with its Permitted Users via our Platform. Full Frame is solely responsible for providing access to the Platform (“Full Frame Services”). Please be aware that any Full Frame Services are “as-is” and “as-available.” Additionally any information or content found on our Platform, including any notifications or tools provided, are offered only for informational purposes only. Full Frame has no liability to Clients for any Client Content including all information, copy, images, URL names, and anything else provided by any third parties using the Platform. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Platform, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you; inability to access to the Platform; failure of a communications satellite, strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation of or access to the Platform.

## **7. Client Responsibilities**

Client shall be exclusively responsible for supervision, management and control of its use of the Platform including without limitation; (a) assuring proper machine configurations, audit controls and operating methods; (b) creating, modifying, entering or reentering Client Content; (c) monitoring and maintaining proper access controls and security for its Permitted Users; (d) ensuring that all Permitted Users abide by this Agreement, the User Terms of Use, and any other agreements, where applicable; and (e) restricting access to any third parties that are not authorized to access the Platform under this Agreement. Where applicable, Client may be required to purchase additional memberships or software (“Third Party Software”) that integrates into the Platform. Client is solely responsible for purchasing such Third Party Software and Full Frame will not be responsible for providing any such Third Party Software. Additionally, Client hereby represents and warrants that: (i) Client shall use the Platform solely for the purposes of conducting Client’s internal business operations; (ii) Client is duly authorized and has the power and authority to enter into this Agreement; (iii) Client will not violate any agreements with any third parties as a result of entering into this Agreement with Full Frame; (iv) Client shall comply with all United States federal and state laws when using the Platform; (v) Client has received all permission and consents required from its Permitted Users to share any information with Full Frame and its

subsidiaries, affiliates, and associates; and (vi) Client shall use the Platform only for legal and lawful purposes.

## **8. Client Privacy**

We value your privacy and understand your privacy concerns. Our Privacy Policy is incorporated into this Agreement, and it governs your submission of information to our Platform. Please review our Privacy Policy so that you may understand our privacy practices. All information we collect is subject to our Privacy Policy, and by using the Platform you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **9. Use of the Platform**

When using our Platform, Client is responsible for its use and the use of the Platform by any of its Permitted Users. You agree to the following:

- ! You may not copy, distribute or disclose any part of the Platform in any medium, including without limitation by any automated or non-automated “scraping”;
- ! You may not attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Platform;
- ! You may not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Platform or to extract data;
- ! You may not use automated bots or other software to send more messages through our Platform than humanly possible;
- ! You may not use the Platform on a computer that is used to operate nuclear facilities, life support, or other mission critical applications where life or property may be at stake;
- ! You may not decompile, reverse engineer, disassemble, modify, rent, sell, lease, loan, distribute, or create derivative works or improvements to the Platform or any portion of it;
- ! You may not access our Platform in an attempt to build a similar or other competitive product;
- ! You may not use the Platform in an unlawful manner;

- ! You may not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- ! You may not collect or harvest any personally identifiable information, including account names, except where permitted, from the Platform;
- ! You may not impersonate any person or entity or misrepresent your affiliation with a person or entity;
- ! You may not violate or infringe other people's intellectual property, privacy, or other contractual rights while using our Platform;
- ! You may not violate any requirements, procedures, policies or regulations of networks connected to Full Frame;
- ! You may not sell, lease, loan, distribute, transfer, or sublicense the Platform or access to it or derive income from the use or provision of the Platform unless enabled through the functionality of our Platform;
- ! You may not interfere with or disrupt the Platform;
- ! You may not violate any law or regulation and you solely are responsible for such violations;
- ! You agree that you will not hold Full Frame responsible for your use of our Platform; and
- ! You agree not to cause, or aid in, the disruption, destruction, manipulation, removal, disabling, or impairment of any portion of our Platform, including the de-indexing or de-caching of any portion of our Platform from a third party's website, such as by requesting its removal from a search engine.

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Platform may at our discretion be terminated or suspended. Generally, we will provide an explanation for any suspension or termination of your use of any of our Platform, but Full Frame reserves the right to suspend or terminate any account at any time without notice or explanation.

## **10. Client Content**

Client or its Permitted Users' ability to submit or transmit any information through the Platform, including but not limited to data, written content, images, videos, or any other information will be referred to as "Client Content" throughout this Agreement. You agree

that you are solely responsible for any Client Content submitted and you release us from any liability associated with any Client Content submitted. We provide industry standard security but we cannot guarantee the absolute safety and security of any such Client Content. **Where we required we may modify, remove, or edit any Client Content and where we have taken that action we will generally provide you with a written explanation.**

When submitting any Client Content to our Platform you represent and warrant that you own all rights to the Client Content and you have paid for or otherwise have permission to use any Client Content submitted. Furthermore, you represent and warrant that all Client Content is legal and the Client Content does not interfere with any third party rights or obligations. You agree to indemnify us for any Client Content submitted by you or your Permitted Users, subject to the indemnification provisions found in this Agreement. To ensure the functionality of our Platform, we are not required to host, display, migrate, or distribute any of your Client Content and we may refuse to accept or transmit any Client Content.

When you submit any Client Content to us, you grant Full Frame, its partners, affiliates, Clients, representatives and assigns a non-exclusive, limited, fully-paid, royalty-free, revocable, world-wide, universal, transferable, assignable license to display, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works, or use and reuse all or part of your Client Content for the purposes of providing you any services associated with the Platform for the duration of this Agreement. We may maintain backup copies of Client Content for legal or operational purposes where required after the expiration of this Agreement. Additionally, you grant to Full Frame a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the operation of our Platform. We reserve the right to remove, delete, modify, screen, edit, or refuse any Client Content for any reason or no reason, and with or without notice to you.

**What this means:** **At all times you are the owner of the Client Content and you are only providing us a non-exclusive license to use the Client Content to provide the services that you have requested on our Platform. Once you terminate this Agreement with us our license to use the Client Content shall expire except where required for the continued operation of the Platform or where required for legal purposes.**

## **11. Ownership of Client Content**

Client or its Permitted Users owns the Client Content created using the Platform. Client Content may be deleted by Full Frame, without further notice to Client and without any liability to Full Frame, in the event that Client fails to pay all amounts when due

hereunder and fails to cure such non-payment in full within thirty (30) days of notice from Full Frame or where this Agreement has been terminated with Client. In addition, Client grants Full Frame the right to use such Client Content to help diagnose problems with our servers, administer and improve the Full Frame Services and gather broad demographic information about its Clients and their Permitted Users. While Full Frame will make back-ups of Client Content on a reasonable schedule, Full Frame is not responsible for lost or destroyed Client Content, which loss or destruction shall be at Client's sole risk.

## **12. Monitoring Client Content**

Full Frame shall have the right, but not the obligation, to monitor all Client Content on the Platform at all times, to determine compliance with this Agreement and any guidelines established by us. Without limiting the foregoing, Full Frame shall have the right, but not the obligation, to remove any Client Content that Full Frame at its sole discretion. For example, we may remove Client Content if we believe that any Client Content may harm us or our business interests or violate any United States laws or regulations. We have no obligation to retain or provide you with copies of any Client Content after your termination of this Agreement.

## **13. Client Content Storage Limits and Usage Information**

The Platform may offer reasonable storage of all Client Content. However, all Client Content storage is subject to our internal data storage limits and durations. We have no obligation to store any excess Client Content. Additionally, we have no obligation to host any Client Content for any duration longer than the duration specified within your account. If you violate any storage limits, Full Frame will notify you and may work with you to bring your usage into conformity with our data storage policies. If, notwithstanding our efforts, you are unable or unwilling to abide by our storage limits, we may invoice you for excess data storage in accordance with our applicable policies. Through the Platform we may collect your usage data and interactions with the Platform.

## **14. Client Content Migration**

Upon termination of this Agreement or the suspension of your account, your Client Content may become immediately unavailable. We have no liability to you in regards to any unavailable Client Content once this Agreement has been terminated or your account has been suspended. Full Frame may offer Client Content migration services at an additional cost where applicable and at its discretion. The foregoing does not obligate us to offer any migration services.

## **15. Platform Availability**

Although we try to provide continuous availability to you, we do not guarantee that the Platform will always be available, work, or be accessible at any particular time. Specifically, we do not guarantee any uptime or specific availability of the Platform. You agree and acknowledge that the Platform uses remote access and may not always be either 100% reliable or available. Only Clients who are eligible to use our Platform may do so and we may refuse service or terminate your access at any time. We cannot guarantee that anything found on our Platform will work to the functionality desired by you or give you any desired results.

## **16. Modification of Platform**

We reserve the right to alter, modify, update, or remove the Platform or any portions thereof, at any time. We may conduct such modifications to our Platform for security reasons, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications or provide you access to previous versions of our Platform. For example, we may provide updates to fix security flaws, or to respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Platform for security, legal or other purposes.

## **17. Platform Security**

Full Frame implements safeguards and security based on industry standards to protect Client Content. Aside from such industry standard safeguards, Full Frame can make no guarantees regarding any Platform security or any Client Content secured.

## **18. Payments**

You agree to pay for all costs, fees, and taxes listed when purchasing any access to the Platform or for any additional purchases. Client authorizes Full Frame or its third party payment processors to charge their method of payment on file at the time of purchase. Where applicable, you must agree to our third party payment processors terms and conditions for processing payments. All information that you provide in connection with a purchase or transaction must be accurate, complete, and current. Where you have failed to pay or where payments are overdue, Full Frame may suspend or terminate your access to the paid portions of the Platform, without liability to us.

## **19. Taxes**

Where Full Frame does not charge you taxes for any purchases or payments, you agree to pay any and all applicable taxes. Additionally, where requested by us, you agree to provide us tax documentation to support any claims of on-time tax payment.



## **20. Subscription Plans and Renewals**

For your convenience when you sign up for the Platform, your payment information shall be logged. IF YOUR ACCOUNT HAS BEEN SET UP FOR AUTOMATIC PAYMENTS, FULL FRAME MAY CHARGE YOU AUTOMATICALLY AND ON A RECURRING BASIS, UNLESS YOU NOTIFY US THAT YOU WANT TO CANCEL YOUR AUTOMATIC PAYMENT VIA YOUR ACCOUNT DASHBOARD. ADDITIONALLY, YOU AUTHORIZE US TO BILL YOU ON A RECURRING BASIS AND AGREE THAT YOUR SELECTED SUBSCRIPTION SHALL AUTOMATICALLY RENEW FOR ADDITIONAL PERIODS (OF THE SAME LENGTH AS YOUR INITIAL SUBSCRIPTION) UNTIL WE ARE NOTIFIED OTHERWISE. YOU AGREE THAT NO ADDITIONAL CONSENT IS REQUIRED BY YOU TO CHARGE YOUR PREFERRED PAYMENT METHOD AUTOMATICALLY AND ON AN AUTOMATICALLY RENEWABLE BASIS FOR THE SUBSCRIPTION SELECTED.

## **21. Pricing and Price Increases**

The pricing for all paid subscriptions is listed on the Full Frame website or within your account. Full Frame may increase the price of any paid subscriptions, at our discretion and we reserve the right to do so at any time. In the event of a price increase, Full Frame shall notify you and you will have the chance to accept or reject any price increase before the paid subscription renewal. Please notify us if you intend to reject a price increase. Where you have rejected a price increase, upon the expiration of your paid subscription, portions of the Platform may become immediately unavailable. You agree that Full Frame has no obligation to offer any services for the price originally offered to you at sign up.

## **22. Refunds**

As the Full Frame Services are offered on a subscription basis refunds shall not be offered for your use of the Platform. However, if you feel that you may be entitled to a refund please contact us at [info@gofullframe.com](mailto:info@gofullframe.com).

## **23. Pausing Client Accounts**

Where offered, Clients may pause their accounts for the duration as stated within Client's account and as permitted by Full Frame. Account pausing is only offered at the discretion of Full Frame. After the Client's account has lapsed, all Client Content may be removed or deleted with no liability to Full Frame.

## **24. Client Terms and Conditions**

Where Client uploads terms and conditions ("Client T&C") for its users, Client agrees that the Client T&C's will not interfere with this Agreement or obligate Full Frame in any manner. Furthermore, where the Client T&C's conflict with any Full Frame agreements, the Full Frame agreements shall control and supersede.

## **25. Intellectual Property**

The name "Full Frame", the Full Frame Platform along with the design of the Full Frame Platform and any text, writings, images, templates, scripts, graphics, interactive features and any trademarks or logos contained therein ("Marks"), are owned by or licensed to Full Frame, subject to copyright and other intellectual property rights under US and foreign laws and international conventions. Full Frame reserves all rights not expressly granted in and to the Platform. You agree to not engage in the use, copying, or distribution anything contained within the Platform unless we have given express written permission.

## **26. Idea Submission**

Full Frame or any of its employees do not accept or consider unsolicited ideas, including but not limited to ideas relating to processes, technologies, product enhancements, or product names. Please do not submit any unsolicited ideas, content, artwork, suggestions, or other works ("Submissions") in any form to Full Frame. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Full Frame's products might seem similar to ideas you submitted to Full Frame. If, despite our request that you not send us your ideas, you agree to the following: (1) your Submissions and their contents will automatically become the property of Full Frame, without any compensation to you; (2) Full Frame may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for Full Frame to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

## **27. Disclaimer**

THE PLATFORM IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER FULL FRAME, NOR ANY OF OUR EMPLOYEES, MANAGERS, OFFICERS, ASSIGNS, AFFILIATES, OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: (1) THE PLATFORM OR ANY FULL FRAME SERVICES; (2) ANY INFORMATION OR CONTENT PROVIDED VIA THE PLATFORM; OR (3) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO FULL FRAME, OR VIA THE PLATFORM. IN ADDITION, WE

DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS. FULL FRAME DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR THE SERVER THAT MAKES THE PLATFORM AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS. FULL FRAME DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE PLATFORM IS ACCURATE, COMPLETE, OR USEFUL. FULL FRAME DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND FULL FRAME SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES.

### **28. Limitation of Liability**

IN NO EVENT SHALL FULL FRAME, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE FULL FRAME IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU OR ANY NEW JERSEY RESIDENTS. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. SPECIFICALLY, IN THOSE JURISDICTIONS NOT ALLOWED, WE DO NOT DISCLAIM LIABILITY FOR: (1) DEATH OR PERSONAL INJURY CAUSED BY FULL FRAME'S NEGLIGENCE OR THAT OF ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS; (2) FRAUDULENT MISREPRESENTATION; OR (3) ANY LIABILITY WHICH IT IS NOT LAWFUL TO EXCLUDE EITHER NOW OR IN THE FUTURE. WHERE A TOTAL DISCLAIMER OF LIABILITY IS DISALLOWED YOU AGREE THAT OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNTS YOU HAVE PAID IN THE PAST SIX (6) MONTHS TO USE OUR PLATFORM OR ONE HUNDRED USD.

### **29. Indemnity**

You agree to defend, indemnify and hold harmless Full Frame, its officers, directors, employees, affiliates, and agents, from and against any and all claims, damages,

obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- ! your use of and access to the Full Frame Platform;
- ! the violation of this Agreement or the User Agreement by any of your Permitted Users;
- ! your violation of any term of this Agreement; or
- ! your violation of any third party right, including without limitation any copyright, property, or contractual right.

This defense and indemnification obligation will survive this Agreement and your use of the Full Frame Platform. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

### **30. Independent Contractors**

Client's relationship with Full Frame is that of an independent contractor, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, or employer-employee relationship. During the course of this Agreement, Client may not attempt to obligate Full Frame in any manner or hold itself out to be a representative of Full Frame in any capacity. Full Frame is not a party to any contracts entered into between Client and any of its Permitted Users.

### **31. Copyrights**

We take copyright infringement very seriously. If you believe that any content owned by you has been infringed upon please send us a message which contains:

- ! Your name.
- ! The name of the party whose copyright has been infringed, if different from your name.
- ! The name and description of the work that is being infringed.
- ! The location on our Platform of the infringing copy.

- ! A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- ! A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to our Copyright Agent: Copyright Agent of Full Frame, [info@gofullframe.com](mailto:info@gofullframe.com)

### Counter Notice

In the event that you receive a notification from Full Frame stating content posted by you has been subject to a copyright takedown notice, you may respond by filing a counter-notice pursuant to the DMCA. Your counter-notice must contain the following:

- ! Your name, address, email and physical or electronic signature.
- ! The notification reference number (if applicable).
- ! Identification of the material and its location before it was removed.
- ! A statement under penalty of perjury that the material was removed by mistake or misidentification.
- ! Your consent to the jurisdiction of a federal court in the district where you live (if you are in the U.S.), or your consent to the jurisdiction of a federal court in the district where your Vendor is located (if you are not in the US).
- ! Your consent to accept service of process from the party who submitted the takedown notice.

Please be aware that we may not take any action regarding your counter-notice unless your notification strictly complies with the foregoing requirements. Please send this counter-notice in accordance with the takedown notice instructions above.

### **32. Choice of Law**

This Agreement shall be governed by the laws in force in the state of California. The offer and acceptance of this contract is deemed to have occurred in the state of California.

### **33. Disputes**

Any dispute relating in any way to your visit to the Platform or our Platform shall be submitted to confidential arbitration in San Diego, CA. Arbitration under this Agreement shall be conducted pursuant to the applicable Commercial Rules (“Rules”) then prevailing at the American Arbitration Association. Arbitration shall be conducted in English by one (1) arbitrator as selected pursuant to the Rules; the arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for their own arbitration fees and costs. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. Where permitted by the Rules, both parties may make any and all appearances telephonically or electronically. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred (New Jersey users are exempted from the foregoing one (1) year limitation). Notwithstanding the foregoing, either party may seek equitable relief to protect its interests (including but not limited to injunctive relief), or make a claim for nonpayment, in a court of appropriate jurisdiction, and issues of intellectual property ownership or infringement may be decided only by a court of appropriate jurisdiction and not by arbitration. In the event that the law does not permit the abovementioned dispute to be resolved through arbitration or if this arbitration agreement is unenforceable, you agree that any actions and disputes shall be brought solely in a court of competent jurisdiction located within San Diego County, CA.

### **34. Class Action Waiver**

You and Full Frame agree that any proceedings to resolve or litigate any dispute whether through a court of law or arbitration shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action. This class action waiver does not apply to New Jersey residents.

### **35. Severability**

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement or any other agreement you may have with Full Frame are deemed to conflict with each other's operation, Full Frame shall have the sole right to elect which provision remains in force.

### **36. Non-Waiver**

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

### **37. Assignment and Survival**

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion. All portions of this Agreement that would reasonably be believed to survive termination shall survive and remain in full force upon termination, including but not limited to the Limitation of Liabilities, Representation and Warranties, Access, Payment, Indemnification, and Arbitration sections.

### **38. Termination**

You may cancel your access to the Platform or any recurring payments at any time via your Full Frame dashboard or contacting us at [info@gofullframe.com](mailto:info@gofullframe.com). Please be aware that upon termination of your account, access to portions of our Platform may be become immediately disabled. We may terminate this Agreement with you if we determine that: (1) you have violated any applicable laws while using our Platform; (2) you have violated any portion of this Agreement or any of our Platform policies; or (3) if we believe that any of your current or future actions may legally harm Full Frame, our business interests or a third party, at our discretion. In the event of termination, we will strive to provide you with a timely explanation; however, we are not required to do so.

### **39. What This Means Sections**

Sections that are titled "What this means" are non-binding and for illustrative purposes only, and do not form a part of this Agreement.

### **40. Entire Agreement**

This Agreement along with the Privacy Policy and any other supporting agreements provided by Full Frame constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all

prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each party. Where this Agreement conflicts with our Privacy Policy or any other documentation listed on our website this Agreement shall supersede and control.

#### **41. Amendments**

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Platform and our Platform.

#### **42. Electronic Communications**

The communications between you and Full Frame use electronic means, whether you visit the Platform or send Full Frame e-mails, or whether Full Frame posts notices on the Platform or communications with you via mobile notifications or e-mail. For contractual purposes, you (1) consent to receive communications from Full Frame in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Full Frame provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

#### **43. Export Controls**

The Platform and the underlying information and technology may not be downloaded, accessed, or otherwise exported or re-exported (1) into (or to a national or resident of) any country to which the U.S. has currently embargoed goods; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Platform, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws.

#### **44. Platform Issues**

Where you have any questions, issues, or if you are having trouble accessing or using the Platform, please contact us at [info@gofullframe.com](mailto:info@gofullframe.com)

#### **45. California Clients**



Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Full Frame must be sent to our agent for notice to: [info@gofullframe.com](mailto:info@gofullframe.com)

Lastly, California Clients are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.