

TERMS OF USE

THESE WISAR DIGITAL AND WISARDIGITAL.COM TERMS OF USE ("AGREEMENT") ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU ("YOU," "YOUR" OR "YOURSELF"), AS THE END USER, AND WISARDIGITAL.COM INC. ("OUR," "US," "WE" OR "WISAR DIGITAL"), WHICH GOVERNS YOUR USE OF OUR INTERNET-BASED MEDIA SERVICES TOGETHER WITH ALL INFORMATION, CONTENT, APPLICATIONS, SOFTWARE, PRODUCTS, MATERIALS, STORAGE ACCESS AND SERVICES MADE AVAILABLE TO YOU THROUGH THE SAME BY US AND/OR THIRD PARTIES (COLLECTIVELY, "THE SERVICE(S)"). PLEASE READ THIS AGREEMENT CAREFULLY PRIOR TO USING THE SERVICE. BY REGISTERING FOR, USING OR OTHERWISE ACCESSING THE SERVICE, OR ANY COMPONENT THEREOF, IN ANY MANNER WHATSOEVER, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, CONSENT TO BECOME A PARTY TO THIS AGREEMENT, AND AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS HEREIN. THE SERVICE IS OFFERED AND MADE AVAILABLE ONLY TO USERS 18 YEARS OF AGE OR OLDER. IF YOU ARE NOT YET 18 YEARS OLD, PLEASE DISCONTINUE USING THE SERVICE IMMEDIATELY, OR IF, FOR ANY REASON, YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DISCONTINUE THE REGISTRATION PROCESS AND DO NOT ACCESS OR USE THE SERVICE, INCLUDING, WITHOUT LIMITATION, APPLICATION, SOFTWARE OR ANY ADVERTISING, TEXT OR OTHER MATERIAL AVAILABLE THROUGH THE SERVICE IN ANY MANNER.

ALL USER DETAIL AND INFORMATION RECORDS GENERATED IN AND/OR THROUGH THE USE OF WWW.WISARDIGITAL.COM, OR THROUGH ENROLMENT IN WISAR DIGITAL SERVICES, ARE THE PROPERTY OF WISAR DIGITAL.

WISAR DIGITAL AND WISARDIGITAL.COM UTILIZE AUTHORIZE.NET FOR PAYMENTS. THERE ARE SEPARATE TERMS AND CONDITIONS THAT APPLY WHEN YOU ACCESSES AUTHORIZE.NET. SUCH PURCHASES ARE GOVERNED BY THE TERMS AND CONDITIONS OF A CLICK-THROUGH PURCHASE AGREEMENT AND THE USE, TRANSFER, AND/OR ACCEPTANCE OF SUCH SERVICES ARE GOVERNED BY THE TRANSFEREE TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE WITH REGARD TO ALL YOUR OBLIGATIONS.

Wisar Digital reserves the right, in its sole discretion, to change or modify all of or part of this Agreement at any time, hereby providing your agreement that notice by publication on the website, or any of its click-through content, is adequate. In this, we will notify you of any such changes, at our election, via e-mail or by posting a change on our site at <https://www.WISARDIGITAL.COM/>. If any modification is unacceptable to you, you must stop using the website and the associated Service(s) immediately, and must also return any and all Wisar Digital property you may have in your possession. Unless otherwise specifically set forth in our notice, all changes shall be effective upon the date that we post a change ("effective date"). Your continued use of the website and the associated Service(s) following the effective date will constitute your binding acceptance of, and your agreement to be bound by, the changes included therein. It is your responsibility to check back frequently and review the terms and conditions of this Agreement regularly so that you are aware of the most current

rights and obligations that apply to you in the terms and conditions of your agreement with us. If any new products or services become available, they will be considered a part of the Service and your use of them will be governed by the terms and conditions of this Agreement (*unless we notify you that different terms and conditions apply*). You must also comply with any additional terms that apply to third-party content, material, information, software, products or other services.

When we refer to the “use” of the Service in this Agreement, we mean any actual or attempted access or use of any Service, including, without limitation, any transmission, exchange of information, or communication associated with the Service. These terms and conditions, together with the other terms of use applicable to other Wisar Digital owned or controlled web sites and applications, including any other policies, rules and provisions which are described, linked, or otherwise referred to in, and form a part of, this Agreement, including, without limitation our **Privacy Policy** (*as referenced below*), to the extent applicable, constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements regarding the Service.

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1. ENROLLMENT IN THE SERVICE

Wisar Digital currently provides the Service for advertising in our network, including advertising on digital signage screens that we leave at Locations to further advertising (*subject to Location approval of that advertising*). The Service offers, for a certain recurring fee, and subject to certain limitations as described herein, specified and limited advertising throughout designated parts of our advertising network. The Service also encompasses the opportunity—*subject to our discretion approval*—to become a "Location" (*as referenced in Section 6.2.1, below*), and

subject to certain other limitations as described herein. Furthermore, the Service also encompasses any ability to preview an advertisement and submit same for approval by a Location or Locations. You understand and agree that the referenced enrollments are limited, revocable licenses to access and/or make use of the Service. In order to use the Service, you must obtain access to the Internet and you are responsible, of course, for paying any service fees associated with such access and achieving such access. You are responsible for paying your own Internet provider, cable provider and any other entity that provides you with the Internet service you use to connect to our website, our content or our network. In addition, you are responsible for providing all equipment necessary to make such connection to the Internet, to electrical power, and to be able to upload and view data or media files. You must be at least 18 years of age to enroll and must provide valid credit or debit card information. To begin the enrollment process, you must complete the Service registration process located on our web site at <https://www.WISARDIGITAL.COM/> ("Wisar Digital Site"), on any Wisar Digital software application ("Wisar Digital App"), or on any such other registration process as we may provide from time to time.

2. MODIFICATION

We may modify, terminate, or suspend any or all aspects of our Service at any time, in our sole discretion, without liability, including but not limited to the availability of any feature, content, and hours of availability. In this, it is expressly understood that we have no obligation to future provision of our Service, as governed by the terms of this Agreement.

3. YOUR REGISTRATION OBLIGATIONS

3.1 Registration for the Service is conducted in the English language only. On registering for the Service you agree that you will retain a copy of the Agreement that applies at the time of your registration whether by saving it to your computer or printing it. We may also retain a record of the Agreement.

3.2 You agree to provide true, accurate, current and complete information about yourself as prompted by the Service registration process, including a billing payment method (*such information being the "Registration Data"*). You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize us to verify your Registration Data, including, but not limited to, your credit or debit card data, as required for your use of, and access to, the Service, as applicable. If your card/account issuer does not validate your card and authorize payment to us, we will not accept your registration.

3.3 Once you complete your registration to the Service, you will be asked to provide an e-mail address and password of your choosing (*collectively referred to herein as "IDs"*). You agree that you will not allow another person to use your IDs to access and use the Service under any

circumstances. You are solely and entirely responsible for maintaining the confidentiality of your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to any theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Service using your IDs. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you. Breach of any provision of this paragraph may subject you to criminal or civil liability.

3.4 When you submit Registration Data to us, we reserve the right to send you an e-mail confirming receipt of your Registration Data, but this shall not require us to accept your registration for the Service.

4. WISAR DIGITAL PRIVACY POLICY

Wisar Digital takes your privacy seriously and operates under the policies and principles outlined in its **Privacy Policy**, which contains important information and disclosures relating to the use, storage, and collection of your personally identifiable information in connection with your use of the Service. Our **Privacy Policy** is set forth at <https://www.wisardigital.com/privacy>. In this, you acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed.

5. TECHNOLOGICAL AND USE LIMITATIONS

5.1 You agree that you shall not use the Service, and/or any content obtained or transmitted via the Service, in whole or in part, for any illegal purpose, to commit any tort or civilly prosecutable act, or any purpose in contravention of public policy. You also agree that you will not use the Service for purposes of creating, or supporting, grounds for a lawsuit.

5.2 Wisar Digital will make reasonable efforts to keep the Wisar Digital Site and any Wisar Digital App/Program operational. However, certain technical difficulties, routine site maintenance/upgrades and any other events outside the control of Wisar Digital may, from time to time, result in temporary service interruptions. Wisar Digital also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions of the Service with or without notice. You agree that Wisar Digital shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, suspension, discontinuance of, or other interruption(s) to, the Service.

5.3 By enrolling in and/or using the Service, you acknowledge and agree that you have no right to provide any files obtained or generated through the Service to any other party or through any other means.

5.3.1 You may not reproduce, publish, transmit, distribute, publicly display, rent or lend, create

derivative works from, sell or participate in the sale of or exploit in any way, in whole or in part, directly or indirectly, any of the advertisements other enrollees place in the network. You agree that you are not granted any rights in the advertisements or advertising data created by others. You agree not to assign, transfer, or transmit any such advertising data to any third party. You agree that you shall not seek to circumvent—or *do anything that will defeat or evade*—any efforts that may be made to protect the advertising rights of others from any unauthorized usage.

5.4 Because the Service is designed for limited advertising and use, you are not allowed to use any automated system for the selection or downloading of files or data. You may not use any method or technology to record, capture, or otherwise copy and/or reproduce any advertising data on the Service. You may not use any script or other mechanism to collect, scrape, or gather any information or data from the Service. You may not use any content obtained via the Service—including, but not limited to, advertising data—for any use outside of the Wisar Digital network.

5.5 You represent and warrant that you own or otherwise control all of the rights to, and have the right and/or permission to transmit, the content that you post or transmit to the Wisar Digital Site. You may not use or allow others to use, your IDs and/or the Service, directly or indirectly, nor upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using, or otherwise in connection with, the Service, that: (a) is libelous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Service; and/or (d) infringes any intellectual property, privacy, proprietary rights or confidentiality obligations of others. You are solely responsible and liable for any such activity, behavior, use and conduct. We have no liability and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your IDs. You also may not use, nor allow others to use, your IDs, the Service, directly or indirectly, to: (a) attempt to, or actually, disrupt, impair or interfere with, alter or modify the Service or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the Service, or anyone else; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, especially without such party's express and fully-informed prior consent. You agree to comply with all applicable laws and regulations, including but not limited to local, state, provincial, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the Service. You also agree that you will not use the Service to submit an advertisement to one of your competitors or to submit advertisements to a Location that holds ideological differences to the subject matter of your advertisement. You agree that advertisements will only be submitted for advertising purposes and will not be submitted to make political or ideological statements against, or at the expense, of a selected Location.

5.6 You are prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Service or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt, the Service or service to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse, or for any reason upload or otherwise make available a file(s) that contain a virus, worm, Trojan horse, or corrupt data; or (d) sending unsolicited e-mail or other information, including promotional materials, unapproved or unauthorized advertising (*e.g., advertising that is not specifically approved by a Location or that does not otherwise comply with the Terms of Use*), junk mail, spam, chain letters, or pyramid schemes, or otherwise using the Service to advertise or offer to buy or sell goods or services for any commercial purpose that is not specifically approved by a Location in our network (*through the network approved mechanisms, as specifically provided in the Wisar Digital contractual requirements*). Violations of system or network security, or of this Agreement, may result in civil or criminal liability. We have the right to investigate occurrences, which may involve such violations, and we may involve, provide information to, and cooperate with, law enforcement authorities and private entities in prosecuting users who are involved in such violations.

5.7 You accept that it is your responsibility to install appropriate anti-virus and security software on your computer hardware or devices so as to protect against a computer security threat which may be transferred to your computer hardware or device through the use of the and Internet service (*including our Service and/or the Wisar Digital Site*), including but not limited to viruses, Trojan horses, time bombs or any other form of programming routine that is designed to damage or otherwise impair computer functionality or operation.

5.8 You acknowledge that Wisar Digital derives its rights to use the media, data and content offered on the Service from Locations, advertisers, artists, publishers and other third parties for fixed periods of time and, sometimes, for limited methods of distribution, and/or for limited territories. As well, Wisar Digital is sometimes required to pull certain media or data off the Service—or otherwise restrict access to such media or data—for legal, commercial, or other reasons. Therefore, certain media or data that is offered or advertised by Wisar Digital may not be available when you try to download, upload, or use the media and data concerned, and not all media, data or methods of distribution are available in all geographical areas. Furthermore, you are prohibited from using or accessing the Service if you live in a country outside of the Service territory, which is currently the United States, and, particularly, the geographical vicinity of the Locations identified in our Service.

5.9 Some Locations are only available on a limited basis and, as always, subject to the approval of a Location, as per the terms of this Agreement. Location availability, for your use, may also change at any time and from time to time.

5.10 Wisar Digital may make available, to you, some form of cloud storage ("Wisar Digital

Cloud"). You acknowledge that you are prohibited from utilizing Wisar Digital Cloud to create or download unauthorized copies of any content, and you acknowledge that you are prohibited from uploading and/or storing to Wisar Digital Cloud, or any user's cloud, any illegal content, including but not limited to content that infringes any intellectual property, privacy, proprietary rights or confidentiality obligations of others. You represent and warrant that you will not violate this Section 5.10, and you further represent and warrant that if you do violate this Section 5.10 you will be fully and completely liable for any damages arising from and/or related to said violation. Nonetheless, we have no obligation to provide you with any cloud storage and are not responsible for anything that you lose in cloud storage. (You hereby understand that any such cloud storage provided is only for purposes of facilitating the use of the Service and that we have no continuing obligation, or other obligation, to make it available.)

5.11 Wisar Digital may make available to you, from time to time, software and software updates for your use in connection with the Service (*any and all such software and software updates, individually and collectively, the "Software"*). The Software is limitedly licensed, not sold, to you by Wisar Digital. All rights associated with the Software not expressly granted to you hereunder are hereby reserved. You may use the Software *only* in connection with the Service. Except as, and only to the extent any following restriction is prohibited by applicable law (*or to the extent as may be permitted by licensing terms governing use of open-sourced components included with the Software*), you may not: **(1)** separate any individual component of the Software for use; **(2)** incorporate any portion of it into your own programs or compile any portion of it in combination with your own programs; **(3)** transfer it for use with another service, or use it, or any portion of it, over a network other than an Wisar Digital network; or **(4)** sell, rent, lease, lend, loan, distribute or sub-license the Software or otherwise assign any rights to the Software in whole or in part. We may discontinue some or all of any Software we provide, and we may terminate your right to use any Software at any time and in such event may also modify it to make it inoperable.

5.12 You agree that you will not, and that you will not encourage, assist or authorize any other person to, for any reason whatsoever, reverse engineer, decompile, disassemble, or otherwise tamper with any security components, usage rules or other protection measures applicable to the Service or the content available on the Service. You further agree that you will not, and will not enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of the Software, or any part thereof (*except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components included with the Software*). Any attempt to do so is a violation of the rights of Wisar Digital and/or its licensors of the Software. You agree to abide by the rules and policies established from time to time by Wisar Digital. Such rules and policies will be applied generally to users of the Service and Software, and may include, for example, required or automated updates, modifications, and/or reinstallations of the Software and obtaining available patches to address security, interoperability, and/or performance issues.

5.13 Wisar Digital reserves the right to immediately and permanently terminate your access to

the Service if Wisar Digital believes that you are violating any of the limitations listed in this section, or even the spirit of the terms.

6. TERM, FEES, PAYMENTS; TRIAL PERIOD PROVISIONS

6.1 Per-Location(s) Advertising Service

6.1.1 The Service may include, subject to any territory limitations and ultimate acceptance and approval by the Location(s), the ability for you to purchase a recurring, monthly Wisar Digital "Paid Advertising Account " (also referred to as "Per-Location(s) Advertising Service"). By registering for such Service, you agree that you will pay all fees and charges accrued by or in connection with your IDs for the advertising Service (*including any applicable purchase price, taxes and late fees*) at the rates in effect, or posted, when the charges were incurred, and that Wisar Digital may charge the method of payment designated during the registration process. All fees and charges are nonrefundable. All sales are final. If you want to designate a different credit card, or there is a change in credit card validity or expiration date, or if you believe someone has accessed the Per-Location(s) Advertising Service using your IDs without your authorization, you must contact Wisar Digital immediately at **sales@WISARDIGITAL.COM**. Wisar Digital is not responsible for contacting law enforcement and/or your credit/debit card companies or banks in such circumstances, and it is your continued responsibility to contact law enforcement and/or your credit/debit card companies or banks in such a case. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING WISAR DIGITAL WITH A VALID METHOD OF PAYMENT FOR PAYMENT OF ALL FEES.**

6.1.2 Payment must be made by a credit card accepted by Wisar Digital and/or any other methods of payment as Wisar Digital may specifically designate to accept from time to time. Your credit card will be billed at the time of, or shortly after, a transaction (*e.g.*, upon approval of your ad by the selected Location(s) in our network). If Wisar Digital does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due for such payment upon demand by Wisar Digital. Your card issuer agreement governs your use of your designated card/account in connection with the Service, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder/acountholder. **YOU, AND NOT WISAR DIGITAL, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY THAT WERE NOT AUTHORIZED BY YOU.**

6.1.3 Advertising Locations that are no longer available on Wisar Digital will be substituted with another Location, and such substitution is herein agreed to be a fair, reasonable and adequate substitute. (This, however, is in no way a guarantee that a substitute Location will accept or approve an advertisement.)

6.1.4 If Wisar Digital does not receive the full amount of your charges on the Per-Location(s) Advertising Service, a missed or even a late payment will result in immediate termination/cancelation of your associated service(s). In this regard, no services will be prorated: meaning that any cancelation of services will not result in any refund, no matter how

much of the monthly service would otherwise be left; similarly, any partial payment does not permit any right to any service—*only full payment permits the use of service(s)*. Unless you notify Wisar Digital of any discrepancies within sixty (60) days after they first appear on your account statement, they will be deemed accepted by you for all purposes, including resolution of inquiries made by your card issuer. You release Wisar Digital from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to Wisar Digital within sixty (60) days of its first appearance on an invoice or credit card statement.

6.1.5 You agree to pay Wisar Digital all reasonable attorney's fees and costs incurred by Wisar Digital to collect any past due amounts. Your account may be deactivated without further notice if payment is past due, regardless of the dollar amount. You agree to pay any outstanding balance in full within thirty (30) days of cancellation or termination of your Service account.

6.1.6 The fees, charges and payments hereunder do not include—and *you are solely responsible for paying*—any taxes, duties, government levies or other charges imposed by a taxing or other regulatory authority relating to your use of the Per-Location(s) Advertising Service. You are solely responsible for arranging payment for any and all additional or premium charges for your use of any third party services via the Per-Location(s) Advertising Service.

6.1.7 WISAR DIGITAL RESERVES THE RIGHT, AT ANY TIME, TO CHANGE PURCHASE PRICES ON ITS PER-LOCATION(S) ADVERTISING SERVICE. WISAR DIGITAL DOES NOT PROVIDE PRICE PROTECTION OR REFUNDS IN THE EVENT OF A PRICE REDUCTION OR PROMOTIONAL OFFERING.

6.1.8 In any event of technical errors when uploading advertising, please contact Wisar Digital by sending an e-mail to **sales@WISARDIGITAL.COM**.

6.2 Advertising Service Levels and Discounted Advertising Service

6.2.1 By registering for a Paid Advertising Account, you agree to pay the recurring fees designated for the “Advertising Service Level” that you select in accordance with your account, and which can be found at **<https://www.WISARDIGITAL.COM/>**, in accordance with this section 6.2, or in order to upload advertising at the discounted rates that are made available to Locations that also wish to advertise. Locations that advertise get a 25% discount off of the typical advertising service charges. An Advertising Service Level is the paid advertising plan selected by the End User to gain access to the advertising Service, including any Discounted Advertising Service (*only available to Locations that take the additional step of purchasing advertising services*). In accordance with this Section 6.2, additional charges, which you agree to pay by registering for a Paid Advertising Account, may include any purchases you make or any service level changes you request. The term “month” (or “monthly”) is defined herein as a one (1) calendar month cycle; “quarter” (or “quarterly”) is defined herein as a three (3) calendar month cycle; “semiannual” (or “semiannually” or “6-month”) is defined as a six (6) calendar month cycle; “year” (or “annual” or “annually”) is defined as a twelve (12) calendar month

cycle; and “biennial” (or “biennially” or “two-year”) is defined herein as a twenty-four (24) calendar month cycle. Any time reference means Mountain Time.

6.2.2 Locations that are no longer available on Wisar Digital will be substituted with another location, and such substitution will be deemed acceptable, suitable and fair. (This, however, is no guarantee that a substitute Location will accept or approve an ad.)

6.2.3 Pricing may vary (*i.e.*, increase or decrease) from time to time as posted on our site. Before clicking any service order button, you must always carefully check the pricing displayed on your screen after refreshing the page. “Pricing” refers to the price, in the End Users billed currency, charged for submitting a transaction or order to Wisar Digital.

6.2.4 Subject to the terms in Section 6.2.5 and 7.2, below, we will automatically charge your Paid Advertising Account each billing cycle at the fee rate applicable to the Advertising Service Level that you have selected, unless terminated by Wisar Digital or until you notify Wisar Digital of your decision to cancel your Paid Advertising Account. (See below the Section entitled “Termination / Cancellation” for cancellation instructions.) All Paid Advertising Accounts require a commitment for a minimum period(s) of time (“Advertising Service Level Period”) and, consequently, cannot be cancelled until the end of the Advertising Service Level Period. You may, at any time during your Advertising Service Level Period, set your advertising account to cancel, or select another Advertising Service Level into which to renew, effective at the end of your then-current Advertising Service Level. At the end of your Advertising Service Level Period, your Paid Advertising Account will automatically renew and you will be billed for an Advertising Service Level at your then-current Advertising Service Level, unless you elect to terminate your Paid Advertising Account or enroll in another Advertising Service Level. Wisar Digital reserves the right to not automatically renew your Advertising Service Level and/or Paid Advertising Account.

6.2.5 Payment must be made by a credit card accepted by Wisar Digital or any other methods of payment as Wisar Digital may accept from time to time. Your credit card will be billed monthly / quarterly / semiannually / annually / biennially (as applicable) in advance commencing on your Expiration of the Advertising Trial Period or on registration to a Paid Advertising Account if you do not benefit from a Advertising Trial Period and continuing thereafter on a monthly / quarterly / semiannually / annually / biennially basis (as applicable) on the last day of the one (1) calendar month for the one (1) calendar month cycle / last day of the third (3rd) calendar month for the three (3) calendar month cycle / last day of the sixth (6th) calendar month for the six (6) calendar month cycle / last day of the twelfth (12th) calendar month for the twelve (12) calendar month cycle / last day of the twenty-fourth (24th) calendar month of the twenty-four (24) calendar month cycle (as applicable, respectively) following the expiration of the preceding advertising billing period (“Advertising Billing Date”). Paid Advertising Accounts automatically renew throughout the day, at or around the time you sign-up to it. So you will be charged prior to 11:59 p.m. Mountain Time on your Advertising Billing Date. If Wisar Digital does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon demand by Wisar Digital. Your card issuer agreement

governs your use of your designated card in connection with the advertising Service, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. YOU, AND NOT WISAR DIGITAL, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, WHICH WERE NOT AUTHORIZED BY YOU.

6.2.6 You agree to pay Wisar Digital all reasonable attorney's fees and costs incurred by Wisar Digital to collect any past due amounts. Your advertising account may be deactivated without further notice if payment is past due, regardless of the amount. You agree to pay any outstanding balance in full within thirty (30) days of cancellation or termination of your advertising Service account.

6.2.6.1 To End Users in the US, the fees, charges and payments hereunder do not include, and you are solely responsible for paying, any taxes, duties, government levies or other charges imposed by a taxing or other regulatory authority relating to your use of the Service. You are solely responsible for arranging payment for any and all additional or premium charges for your use of any third party services via the Service.

6.2.6.2 To End Users who pay from the Canadian territories, the fees, charges, and payments hereunder are inclusive of any applicable VAT, taxes, and other charges imposed by a taxing or other regulatory authority relating to your use of the Service.

6.2.7 WISAR DIGITAL RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS ADVERTISING FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT, OR SERVICES PROVIDED BY WISAR DIGITAL, EFFECTIVE THIRTY (30) DAYS AFTER AN ONLINE POSTING AT <https://www.WISARDIGITAL.COM>. AT WISAR DIGITAL'S SOLE DISCRETION, WISAR DIGITAL MAY ADDITIONALLY PROVIDE NOTICE OF ANY SUCH CHANGE VIA E-MAIL. If any such change is unacceptable to you, you may cancel your Paid Advertising Account, as provided in Section 7 below. YOUR CONTINUED USE OF THE ADVERTISING SERVICE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE.

6.2.8 Upgrade/downgrade: Once you have entered into a paid Advertising Service Level, you may upgrade or downgrade. Downgrade can only be effective at the end of your then-current Advertising Service Level Period. At your option, upgrade can be effective either immediately or at the end of your then-current Advertising Service Level Period. For monthly Advertising Service Level End Users, if you decide to upgrade immediately, you agree to pay the difference in price between your new upgraded Advertising Service Level and your existing Advertising Service Level. For annual Advertising Service Level End Users, if you decide to upgrade immediately, you will be credited with Funds at the trade in value of your existing annual Advertising Service Level as a discount on your new annual Advertising Service Level. The trade in value is calculated by taking the total price of the current annual Advertising Service Level, pro-rating it across 12 months, then multiplying that number by the number of complete months remaining in the Advertising Service Level. After the upgrade is effective, you agree to pay the recurring fees designated for the Advertising Service Level you upgraded for in

accordance with your account, which can be found at <https://www.WISARDIGITAL.COM/>, and in accordance with this section 6.

6.2.9 In the event of technical errors when uploading and advertising, please contact Customer Service by clicking here or sending an e-mail to sales@WISARDIGITAL.COM.

7. TERMINATION/CANCELLATION/DISTANCE SELLING

7.1 To cancel your Wisar Digital Account, please visit:

<https://www.WISARDIGITAL.COM/>

You can also contact Wisar Digital by e-mail (sales@WISARDIGITAL.COM). If you cancel your Account, Wisar Digital will not refund any remaining portion of your unused fees, and any other unused funds and/or credits in your account will be forfeited. Cancellation of a paid Account will take effect at the end of the billing period during which you deliver notice to Wisar Digital. Please note that, following cancellation of your Account, you will no longer be able to upload media, data or advertisements.

7.2 We may terminate this Agreement, and/or restrict, suspend or terminate your use of the Service immediately, and without notice or liability, if you violate, breach or fail to comply with this Agreement in any way (*or, to the extent the law permits, we suspect that you have done so*), and such termination will not limit any other rights or remedies which are available to us.

7.3 If you do not have a Paid Advertising Account, we may terminate your access to and/or your account with the Wisar Digital Service if you haven't logged into the Wisar Digital Service for six (6) consecutive months. Using the e-mail address associated with your account, we reserve the right to provide you with advance notice of termination as well as the opportunity to prevent termination and export your content stored in Wisar Digital Cloud. If after said notice you do not take the steps we ask of you specified in said notice, your access will be subject to termination and we may delete all content stored in Wisar Digital Cloud, including, but not limited to, content you uploaded. You also acknowledge that this provision in thus Agreement also provides you with alternative fair notice that we may terminate your access to and/or your account with the Wisar Digital Service if you haven't logged into the Wisar Digital Service for six (6) consecutive months.

7.4 You may terminate this Agreement by providing us with written notice of your termination and ceasing to use Service. Upon the effective date of any such termination, your right to use the Service shall immediately cease. In U.S. and Canadian territories, termination is your sole right and exclusive remedy if you are not satisfied with the Service. Termination, however, does not do away with any of the duties that you must abide by under this Agreement.

7.5 Termination of this Agreement shall not relieve you of any obligations to pay accrued charges, for the billing cycle in which this Agreement is terminated. There will be no refunds or prorated refunds.

7.6 If your access to any Wisar Digital service(s) and/or your account is terminated, either by you or us, regardless of reason for termination, we may delete all content stored in Wisar Digital Cloud, including but not limited to content you uploaded.

7.7 In applicable territories, the Consumer Protection (Distance Selling) Regulations 2000 ("Regulations") give consumers the right to cancel orders for services during the period of seven working days after the day on which provision of the service being provided commences. However, under the exceptions to these Regulations, you agree that this right of cancellation does not apply. You have a right to terminate the Service as outlined at any time as outlined at 7.3 above.

7.8 Without limitation of any other provisions hereof regarding termination, we reserve the right to terminate your use of the Service, without cause, upon reasonable notice. If such termination occurs in the middle of your paid Service Level Period and you have not exhausted the advertising time permitted to you under the applicable payment plan, we shall refund to you a prorated share of your prepaid fees only for any completely unused months; however, any month of service that is used in any way will not result in any refund whatsoever of that month's associated fees for service.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Only you may access the Service using your IDs, unless otherwise agreed to in writing by Wisar Digital. The content available through the Service is the property of Wisar Digital or its licensors and is protected by applicable laws and regulations, including but not limited to copyright, database right, and other proprietary and intellectual property laws. All software used on the Wisar Digital Site is owned or licensed by Wisar Digital and is protected by copyright laws. Content received through the Service may be viewed, used and played for your personal, non-commercial use only. You agree not to modify, reproduce, retransmit, transfer, distribute, disseminate, assign, sublicense, sell, broadcast, perform, create derivative works from, make available to third parties, or circulate the content received through the Service to anyone or to exploit any such content for commercial or noncommercial purposes without the express prior written consent of Wisar Digital. You further agree not to make use of the Content in a manner that would infringe the copyright therein.

8.2 You acknowledge that Wisar Digital retains exclusive ownership of the Service and all intellectual property rights associated therewith. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, database rights, trade secrets or trademarks with respect to the Service or its contents, and Wisar Digital reserves all rights not expressly granted hereunder. You shall promptly notify Wisar Digital in writing upon your discovery of any unauthorized use or infringement of the Service (or its contents) or of any Wisar Digital's patent, copyright, database rights, trade secret, trademarks or other intellectual property rights. The Service contains proprietary and confidential information that is protected by copyright laws and international treaty provisions.

8.3 By posting requests, submitting advertisements, inputting data or engaging in any other form of communication through the Service (*collectively referred herein as “User Material”*), you are not forfeiting any ownership rights in such User Material and you continue to retain all of the same ownership rights. (User Material is distinct from any trademarks, copyrights or patents that you own that is submitted to the Service through or along with User Material.) Nonetheless, by submitting or posting User Material, you irrevocably grant Wisar Digital a fully-paid, royalty-free, sub-licensable, transferable license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, or publish any such content—*and all User Material that uses material protected by intellectual property rights*—through the world in any media formats and any media channel now known or hereinafter devised for any promotional or commercial purposes, during the full term of copyright and all renewals and extensions thereof, without any obligation to make any payment to you or others or to give you credit. (This is not an appropriation of any copyright, trademark or patent rights, but is, instead, a measure used to prevent the End User from suing, or making claims against, Wisar Digital.) In addition, to the extent permitted by law, you waive to Wisar Digital all moral rights in your User Material. In the event Wisar Digital decides to give you credit, at Wisar Digital’s sole discretion, you further grant Wisar Digital the right to use your name and likeness under the license contained in this paragraph in association with your User Material and the promotion and advertising thereof. You also waive any right to inspect or approve any final product that Wisar Digital creates and/or uses for its own purposes.

8.4 By submitting or posting the User Material, you represent and warrant that you own the User Material. You also represent and warrant that the posting of your User Material does not violate any right of any other party, including privacy rights, publicity rights, and intellectual property rights. By submitting or posting the User Material, you agree that your submission of the User Material does not in any way implicate you as an employee, agent, or partner of Wisar Digital. By submitting or posting the User Material, you further forever release and discharge Wisar Digital, its affiliates, advertising agency, successors, assigns and their respective officers, employees, agents from any and all claims, actions and demands arising out of, or in connection with, the use of your User Materials, your name and biographical data, including, without limitation, any and all claims for invasion of privacy and libel. (As noted above, User Material is distinct from any trademarks, copyrights or patents that you own that is submitted to the Service through or along with User Material.) This release shall inure to the benefit of the assigns, licensees and legal representatives of Wisar Digital.

9. COPYRIGHT INFRINGEMENT

If you are a copyright owner and believe that any of the copyrighted material that is directly available via the Services is an infringement of your copyrighted work, please let us know.

Pursuant to the Digital Millennium Copyright Act (“DMCA”), 17 United States Code § 512(c)(3), a notice of alleged copyright infringement should be sent to Wisar Digital’s designated copyright agent at the following address:

Wisar Digital (WISARDIGITAL.COM)
Attn: Legal and/or Copyright Agent
51 Buckthorn Dr
Littleton, CO 80127
sales@WISARDIGITAL.COM

A notification of alleged copyright infringement must be addressed to Wisar Digital's copyright agent as listed above and include the following:

A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;

Specific identification of each copyrighted work claimed to have been infringed;

A description of where the material believed to be infringed is located on the Service (please include a URL);

Contact information for the complaining party, such as a complete name, address, telephone number, and e-mail address;

A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Wisar Digital may, in appropriate circumstances, terminate the accounts of any users who repeatedly use the Services to infringe copyright.

10. THIRD PARTY SITES AND INFORMATION

10.1 Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties, and which may contain references to information, software, materials, products, and/or services provided by the third party. These third party sites may contain information that some people consider inappropriate or offensive. You acknowledge that these third party sites are beyond our control, and we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is undertaken at your own risk, and is subject to the terms of use and privacy policies of each site. We include third party links or references merely as a convenience to our users, and we do not endorse nor assume any liability for the third party websites, services, or products.

10.2 Our website may inadvertently include User Material which may be objectionable, unlawful, inaccurate, or inappropriate. Wisar Digital does not endorse any User Material, and User Material does not reflect the opinions or policies of Wisar Digital. We reserve the right, but have no obligation, to monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate (*or for any other reason, including discord, which is agreed to be against the principles of business professionalism*). In no event does Wisar Digital assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against Wisar Digital with respect to such User Material. Please report any apparently inappropriate User Material by e-mailing us at sales@WISARDIGITAL.COM.

11. LINKING TO WISAR DIGITAL WEBSITE AND WIDGET POLICY

Any web site that links to our website or on which you include the widget: **(a)** must not frame, surround, obfuscate or create a browser or border environment around any of the Content of our website; **(b)** may link to, but not replicate, any of the Content of our website; **(c)** must not imply that Wisar Digital or our website or Wisar Digital community advertisers are endorsing or sponsoring it or its products, unless Wisar Digital has given its prior written consent; **(d)** must not present false information about Wisar Digital or its Service; **(e)** must not use any Wisar Digital Services or trademarks, except as expressly permitted in these Terms of Use and with the prior written permission from Wisar Digital; **(f)** must not contain content that is illegal, obscene or defamatory, or that could be construed as distasteful, offensive or controversial; and **(g)** must not support, endorse or encourage piracy or the unauthorized exploitation of intellectual property rights. “Content” means any present, past and future content of the Service, including, but not limited to, software graphics, text, images, audio, designs, databases, trademarks, logos, domain names, trade names, service mark, any traded identities, any and all copyrighted materials (including source and object code), the “look and feel” of our website. By linking to our website, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in this Agreement, we reserve the right to deny permission to link to our website for any reason in our sole and absolute discretion.

Wisar Digital reserves the right to remove links or block the Wisar Digital widget at any time and for any reason in its absolute discretion.

The Wisar Digital widget is not provided for commercial use, distribution or exploitation. If you are the operator of a commercial website and would like to include the Wisar Digital widget in your website, or if you would like to use the widget for commercial purposes, please contact us by e-mailing sales@WISARDIGITAL.COM.

12. DISCLAIMER OF WARRANTIES

12.1 YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE SERVICE IS AT YOUR SOLE RISK.

THE SERVICE IS PROVIDED ON AN “AS IS” AND AN “AS AVAILABLE” BASIS. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE, THE WISAR DIGITAL SITE, THE WISAR DIGITAL APP AND THE PRODUCTS AND SERVICES OFFERED THROUGH THE WISAR DIGITAL SITE, WISAR DIGITAL APP OR ANY PORTION THEREOF, EXPRESS, IMPLIED OR STATUTORY, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE SERVICE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12.2 There may be links that will let you leave the Wisar Digital Site or that will let you access the Wisar Digital Site from third party sites. Linked third party sites are not under our control and we are not responsible for the contents of any such linked site or any link contained in such a linked site. Existence of links to other third party sites is not an endorsement by us in favor of such site or the products or services contained in any linked site. To the extent that the Wisar Digital Site contains links to or may be accessed from outside services and resources, the availability and content of which we do not control, any concerns regarding any such service or resource or any link thereto should be directed to the particular outside service or resource.

13. LIMITATION OF LIABILITY

13.1 IN THE US AND CANADIAN TERRITORIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WISAR DIGITAL, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT WISAR DIGITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

13.2 IN ANY OTHER APPLICABLE TERRITORIES, SAVE IN THE CASE OF DEATH OR PERSONAL INJURY DUE TO OUR NEGLIGENCE OR WHERE WE HAVE ACTED FRAUDULENTLY, OUR TOTAL LIABILITY TO YOU FOR ANY DIRECT LOSSES SUFFERED BY YOU WILL BE LIMITED TO THE AMOUNT OF YOUR RECURRING FEE FOR ONE ADVERTISING SERVICE LEVEL PERIOD, PURSUANT TO YOUR ADVERTISING SERVICE LEVEL AT THE TIME THE DIRECT LOSS WAS SUFFERED BY YOU.

WE WILL ONLY BE LIABLE FOR LOSSES WHICH WERE FORESEEABLE TO BOTH YOU AND TO US AS A CONSEQUENCE OF US BREACHING THESE TERMS AND CONDITIONS BY OUR OWN NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT WE WILL NOT BE RESPONSIBLE FOR ANY BUSINESS LOSS (INCLUDING LOSS OF PROFITS, REVENUE, CONTRACTS, ANTICIPATED SAVINGS, DATA, GOODWILL OR WASTED EXPENDITURE) OR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS THAT WAS NOT REASONABLY FORESEEABLE TO BOTH YOU AND US WHEN YOU COMMENCED USING THE WISAR DIGITAL SITE.

14. INDEMNITY.

You agree to defend, indemnify and hold Wisar Digital, its affiliated companies and their employees, contractors, officers, and directors harmless against any losses, expenses, costs or damages—including, *to the extent permitted by law, our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation or proceedings*—arising from, incurred as a result of, or in any manner related to any claim or action based upon, to the maximum extent permitted by applicable law, (a) your breach of, or failure to comply with, the terms and conditions of this Agreement, (b) your use of the Service, and/or (c) the use of the Service by any other person using your IDs. We may, in our discretion, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

15. CHOICE OF LAW AND CONSENT TO JURISDICTION

To End Users who registered for Wisar Digital in U.S. and Canadian territories: this Agreement is governed by the laws of the State of New York, U.S.A., without regard to its conflicts of law provisions; and you hereby consent to the exclusive jurisdiction of and venue in the state courts of Colorado located in Denver County, Colorado, U.S.A. with respect to all disputes arising out of or relating to the Service. In addition, you hereby consent to the exclusive jurisdiction of and venue in such courts for any action commenced by you against us (or our affiliates).

16. OTHER IMPORTANT PROVISIONS

16.1 Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this Section.

16.2 You shall not use the Service in any manner contrary to applicable laws and/or regulations. Wisar Digital expressly disclaims any and all responsibility or liability for any action by you that is contrary to such law(s) by you and reserves the right to terminate your Service immediately upon notice of your failure to comply with any such laws and/or regulations.

16.3 Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement should be read in derogation of our right to comply with

governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by us with respect to such use.

16.4.1 In US and any other applicable territory, if any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

16.4.2 In Canadian territories, if any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then such provision shall be severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

16.5 No failure or delay on the part of Wisar Digital in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

16.6 You may not assign your rights under this Agreement without our prior specific written permission and any attempt by you to do so shall be void from inception.

16.7 This Agreement, together with any signed written contract that we may have, our Privacy Policy and any other rules, regulations, procedures and policies which we refer to and which are hereby incorporated herein by this reference, constitutes the entire agreement between you and us with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Service.

16.8 Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; provided, however, no action arising out of this Agreement or your use of the Service, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen—*or if multiple causes, from the date the first such cause of action arose*—subject to any shorter limitation applicable pursuant to Section 16.9 above, and you hereby waive any longer statute of limitations that may be permitted by law.

16.9 To the extent it may be applicable, you agree with us to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act.

16.10 A printed version of this Agreement and of any notice given in electronic form shall be admissible in any judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

16.11 In the event you have any questions, concerns, or complaints about the Service, you should contact us via the **Contact Us** link on the Site.

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