



Terms of Service

Terms Of Service Agreement

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITE AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE, INCLUDING THE TERMS OF OUR PRIVACY POLICY. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE AND RELATED SERVICES. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITE OR OUR SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 01/01/2021

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Service Provider, as defined below, and our subsidiaries, affiliates, in association with this Site and the Services provided through the Site.

As used herein, "Service Provider" shall mean **Testifi Video**, and shall also include our subsidiaries, affiliates, agents, employees, officers, partners (including any white label partners involved in providing the Services to you) and/or licensors where relevant.

Any and all visitors to the Site, despite whether they are registered or not, shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS. Once an individual registers for our Services, through the process of creating an account, the user shall then be considered a "member." The user and/or member acknowledges and agrees that the Services provided and made available through our website and applications (which may include, but are not limited to some mobile applications and downloadable programs) are the sole property of Service Provider. At its discretion, Service Provider may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Service Provider does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or member, acknowledge, accept and agree that Service Provider shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user and/or member understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Service Provider shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.



Terms of Service

REGISTRATION

To register and make use of the Site and Services, you must be at least 18 years of age and otherwise able to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving the Services under the laws and statutes of the United States or other applicable jurisdiction. When you register, Service Provider may collect information such as your name, email address, birth date, gender, mailing address, occupation, industry and personal interests. You can edit your account information once you register. Once you sign in to our Services, you are no longer anonymous to us.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
- maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, Service Provider will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of the Services, or any portion thereof.

It is Service Provider's priority to ensure the safety and privacy of all its visitors and users. Children are not intended users, nor can they become members. If you are a parent or a legal guardian and you allow your child to use the Services, then these terms apply to you and you are solely responsible for your child's activity. It shall be the sole responsibility of users of the Services to ensure that any image or video of a child has only been obtained after receiving proper legal permission from a parent or legal guardian of the child.

MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY

When you set up an account, you are the sole authorized user of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of the TOS. It shall be your responsibility to notify Service Provider immediately if you notice any unauthorized access or use of your account or password or any other breach of security. Service Provider shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS. It shall also be your responsibility to ensure that any contact information you upload and associate with your account, including any contact lists, is accurate. Service Provider shall not be liable for any inaccurate contact information or any unwanted communications you initiate through the Services with your contacts.

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PURCHASE OF VIDEO CREDITS OR PLUS ACCOUNT

When a user decides to purchase video credits or upgrade to a +Plus account, all sales are final and non-refundable. It is your responsibility to use all video credits or your +Plus account that you purchase. Service Provider shall not be held liable for refunding the cost of the purchased video credits or the monthly charge of a +Plus account. You are agreeing to take all necessary action to keep your account information private or to downgrade your account from +Plus to pay-per-video.

CONDUCT

As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by Service Provider. Furthermore, you herein agree not to make use of Service Provider's Services for the purpose of:

- uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable.
- causing harm to minors in any manner whatsoever.
- impersonating any individual or entity, or falsely stating or otherwise misrepresenting any affiliation with an individual or entity.
- forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with.
- uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party.
- uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship.
- uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose.
- uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment.

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CONDUCT

- disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions.
- interfering with or disrupting any Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers.
- intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law.
- providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act.
- "stalking" or otherwise acting with the intent to harass another individual, and/or
- collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.
- uploading, posting, emailing, transmitting or otherwise offering any content comprising health information, whether belonging to yourself or anyone else, including without limitation, information regarding any health conditions, genetics, diagnoses, treatments, procedures, health records, physician communications, or insurance claims.

Service Provider herein reserves the right to prescreen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.

Service Provider herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- compliance with any legal process.
- enforcement of the TOS.
- responding to any claim that therein contained content is in violation of the rights of any third party.
- responding to requests for customer service, or
- protecting the rights, property or the personal safety of Service Provider, its visitors, users and members, including the general public.

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Service Provider herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Service Provider or any other content providers supplying content services to Service Provider. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resourcecenter/sanctions/Programs/Pages/Programs.aspx>).

Furthermore, you state and pledge that you:

- are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export prohibited country identified in applicable export and import laws and regulations.
- agree not to transfer any software, technology or any other technical data through the use of our network Services to any export prohibited country.
- agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws, and
- agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.
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Terms of Service

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

Service Provider shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant to Service Provider the below listed worldwide, royalty free and nonexclusive licenses, as applicable:

- The content submitted or made available for inclusion on the publicly accessible areas of Service Provider's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Service Provider's sites, and shall terminate at such time when you elect to discontinue your membership.
- Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of Service Provider's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Service Provider's sites and shall terminate at such time when you elect to discontinue your membership.
- For any other content submitted or made available for inclusion on the publicly accessible areas of Service Provider's sites, the continuous, binding and completely sublicensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed. Those areas which may be deemed "publicly accessible" areas of Service Provider's sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members.

CONTRIBUTIONS TO COMPANY WEBSITE

Service Provider may provide an area for our users to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

- your contributions do not contain any type of confidential or proprietary information.
- Service Provider shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions.
- Service Provider shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit.
- the contributor's Contributions shall automatically become the sole property of Service Provider, and
- Service Provider is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.
- Video testimonials or any video made may be used by Service Provider for promoting and marketing Services, including to demonstrate end product usage.



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INDEMNITY

All users and/or members herein agree to insure and hold Service Provider, our subsidiaries, affiliates, agents, employees, officers, partners (including any white label partners providing any part of the Services) and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of the Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to the Site.

USE AND STORAGE GENERAL PRACTICES

You herein acknowledge that Service Provider may set up any such practices and/or limits regarding the use of our Services, without limitation of the maximum number of days that any email, message posting or any other uploaded content shall be retained by Service Provider, nor the maximum number of email messages that may be sent and/or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an account on our Service, the maximum disk space allowable that shall be allocated on Service Provider's servers on the member's behalf, and/or the maximum number of times and/or duration that any member may access our Services in a given period of time. In addition, you also agree that Service Provider has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services. You also herein acknowledge that we reserve the right to delete or remove any account that has been terminated or otherwise inactive for an extended period of time. Furthermore, Service Provider shall reserve the right to modify, alter and/or update these general practices and limits at our discretion.

MODIFICATIONS

Service Provider shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.



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TERMINATION

As a member you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to **share@testifi.video**, or by clicking Cancel Account located in your dashboard.

As a member, you agree that Service Provider may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline.
- by way of requests from law enforcement or any other governmental agencies.
- the discontinuance, alteration and/or material modification to our Services, or any part thereof.
- unexpected technical or security issues and/or problems.
- any extended periods of inactivity.
- any engagement by you in any fraudulent or illegal activities, and/or
- the nonpayment of any associated fees that may be owed by you in connection with your account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account shall include any and/or all of the following:

- the removal of any access to all or part of the Services.
- the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof, and
- the barring of any further use of all or part of our Services.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that Service Provider shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

Terms of Service

LINKS

Either Service Provider or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that Service Provider shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Service Provider's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Service Provider or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works of the Site or Services (including without limitation any content or software), in whole or part. Service Provider herein has granted you personal, nontransferable and nonexclusive rights and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Service Provider for use in accessing our Services.

Terms of Service

WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- THE USE OF THE SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN “AS IS” AND/OR “AS AVAILABLE” BASIS. SERVICE PROVIDER AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (INCLUDING OUR WHITE LABEL PARTNERS SUCH AS MAGNFI, LLC) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- SERVICE PROVIDER AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS. (ii) SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE. (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS, AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.
- ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF THE SERVICES OR SOFTWARE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
- NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM SERVICE PROVIDER OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.



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LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT SERVICE PROVIDER AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- THE USE OR INABILITY TO USE OUR SERVICE.
- THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES.
- UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA.
- STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE.
- AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.
- STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE, INCLUDING ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL STATEMENTS OR CONDUCT.

SIMILARLY, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SERVICE PROVIDER AND ITS PARTNERS (INCLUDING MAGNFI, LLC AND OTHER WHITE LABEL PARTNERS), AGAINST ANY CLAIMS, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION, THAT ARE INCURRED IN DEFENSE OF A CLAIM BROUGHT AGAINST YOU REGARDING YOUR ACTS ON THE SITE, INCLUDING, BUT NOT LIMITED TO, ACTS OF NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT, OR ANY OTHER ACTION THAT IS PROHIBITED BY THESE TERMS OR BY LAW.

RELEASE

In the event you have a dispute, you agree to release Service Provider (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties including its white label partners) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS

Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, investments or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, for this particular type of information, the phrase "Let the investor beware" is appropriate. Service Provider's content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. Service Provider and our licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services, and shall not be responsible or liable for any trading and/or investment decisions based on any such information.



Terms of Service

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

NOTICE

Service Provider may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the trademarks, copyright, trade name, service marks, and other logos and any brand features, and/or product and service names used on the Site and related Services are and shall remain the property of Service Provider. You herein agree not to display and/or use in any manner any logo or marks without obtaining Service Provider's prior written consent.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

Service Provider will always respect the intellectual property of others, and we require that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, Service Provider may disable and/or terminate the accounts of any user who violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest.
- A description of the copyrighted work or other intellectual property that you believe has been infringed upon.
- A description of the location of the site which you allege has been infringing upon your work.
- Your physical address, telephone number, and email address.
- A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law.
- And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.



Terms of Service

The Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Metro Atlanta Business Solutions

Attn: Testifi Video

1000 Peachtree Industrial Blvd. #6112

Suwanee, GA 30024

With a copy to:

Testifi Video

Attn: Copyright Agent

1000 Peachtree Industrial Blvd. #6112

Suwanee, GA 30024

Email: share@testifi.video

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and Service Provider, and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to the Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third-party content or third-party software.

CHOICE OF LAW AND FORUM

The TOS that the relationship between the parties shall be governed by the laws of the state of Florida without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship.

WAIVER AND SEVERABILITY OF TERMS

At any time, should Service Provider fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

NO RIGHT OF SURVIVORSHIP NONTRANSFERABILITY

You acknowledge, understand and agree that your account is nontransferable and any rights to your ID and/or contents within your account shall be terminated in the event of your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within 1 year(s) after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this TOS to **WLR** as follows:

Mailing Address:

Testifi Video

1000 Peachtree Industrial Blvd.

Suwanee, GA 30024

share@testifi.video

