

## **TERMS OF USE**

These Terms of Use (“Terms”) are a legal agreement between you and Digital Limelight (“Digital Limelight Corporation”) and govern your use of this Website either as a visitor, content contributor, or as a registered user. Use of, posting of information to, and access to this Website are subject to your compliance with these Terms, so please read them carefully before using this Website. Digital Limelight reserves the right to limit or terminate your access to this Website or terminate or suspend your registration for failure to comply with the terms and policies posted on this Website, including these Terms, or for any reason at any time.

**BY ACCESSING AND USING THIS WEBSITE IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, DO NOT USE OR POST INFORMATION ON THIS WEBSITE IN ANY MANNER.**

### **Modifications to these terms**

Digital Limelight may change, modify, update, add, or remove portions of these Terms at any time. Please check these Terms periodically for changes. Your continued use of this Website, following the posting of any changes, will signify your acceptance of those changes.

### **Changes to this website**

In an effort to continually improve this Website and its usefulness to you, we may add additional services or make changes to existing services. In the event that Digital Limelight makes such changes, these Terms shall apply to the new services and to any changes to existing services.

### **User information**

To use certain parts of this Website, you will be asked to provide information about yourself, such as your first name, e-mail address, password, city, state, country zip code, or postal code. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Digital Limelight immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Digital Limelight or any other user of or visitor to this Website due to the use of your Digital Limelight password or account by another person.

You may not use anyone else’s Digital Limelight password, or account at any time without the express permission and consent of the holder of that Digital Limelight password or account. Digital Limelight cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

### **Privacy policy**

Digital Limelight respects your desire for privacy and takes care to protect the personal information you provide us. Digital Limelight’s privacy policy can be found at <http://cdn.digitallimelight.com/assets/pdf/privacy-policy.pdf>. By using this Website, you are consenting to the terms of our privacy policy.

Digital Limelight has security measures in place to protect the loss, misuse, and alteration of

the information under Digital Limelight's control. These security measures are described in our privacy policy.

Although Digital Limelight has taken the steps described in our privacy policy to ensure that your personal information is delivered and disclosed only in accordance with our privacy policy, Digital Limelight does not guarantee that the personal information you provide will not be intercepted by others and decrypted.

## **Content**

All text, graphics, user or visual interfaces, trademarks, logos, music, sounds, artwork, photographs, and computer code ("Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel," and the arrangement of such Content, contained on this Website is owned, controlled, or licensed by Digital Limelight. All such Content is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Unless another agreement applies to particular Content (e.g., Software License Agreement, Terms of Service, etc.), Digital Limelight hereby grants you limited permission to use the Content subject to these Terms, as long as the use of such Content is solely for your personal, non-commercial informational use.

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## **Posting of user content**

Certain areas of this Website may allow you to post content, including your experiences, advice, recommendations, opinions, information, messages, or other material ("Your Content"). Please be aware that these areas are public and not confidential. You may only post Your Content to public areas and where you have permission to post. You may not post any content that violates these Terms or any third party rights.

## **No unlawful or prohibited use**

While using this Website, you may NOT do the following:

- Restrict or inhibit any other user from using and enjoying this Website
- Post or transmit any unlawful, fraudulent, libelous, defamatory, racist, sexist, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind
- Post or transmit any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, constitute unauthorized practice of a professional service, or otherwise violate any local, state, national, or foreign law, including without limitation U.S. export control laws and regulations
- Use the "Digital Limelight" name, domain names, trademarks, logos, or insignia in your user or screen name, or in any other manner, that would imply that you work with or are affiliated with Digital Limelight

- Pretend that you are, or that you represent, someone else or impersonate any other person or entity
- Invade the privacy or violate any personal or proprietary right of any person or entity
- Post or transmit any advertisements, solicitations, chain letters, pyramid or Ponzi schemes, investment opportunities or schemes, or other unsolicited commercial communication (except as otherwise expressly permitted by Digital Limelight), or engage in spamming, phishing, or denial of service attacks
- Post, publish, transmit, reproduce, distribute, or in any way exploit any information, software, or other material obtained through this Website for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)
- Use the Website to generate traffic for other sites
- Infringe the intellectual property rights or similar rights, including but not limited to copyrights, trademarks, and patents, of any person or entity
- Upload, post, publish, transmit, reproduce, or distribute in any way information, software, or other material obtained through this Website, which is protected by copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder
- Upload, post, publish, reproduce, transmit, or distribute in any way any component of this Website itself or derivative works with respect thereto without Digital Limelight's prior written consent, as this Website is protected under U.S. and international copyright laws
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of this Website or Digital Limelight's systems or networks, or any systems or networks connected to this Website or to Digital Limelight
- Forge headers (headings) or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Digital Limelight on or through this Website or any service offered on or through this Website
- Use any robot, spider, scraper, or other automated means to access this Website or services for any purpose without our express written permission; however, this provision shall not apply to the indexing or updating of search engines
- Post or transmit any information or software that contains a virus, Trojan horse, worm, or other harmful component
- Post or transmit any information, file, or software that contains, but not limited to, a virus, Trojan horse, worm, adware, spyware, crimeware, online graffiti tagger, dropper, rootkit, keylogger, bot, or any other harmful software program or program element

### **Links to third party websites and services**

In attempting to provide you with comprehensive and useful resources, this Website may contain links to third-party websites, which are not under the control of Digital Limelight. Digital Limelight is not responsible for the content of or products provided by any linked site or any link contained in a linked site, or any changes or updates to such sites. Digital Limelight is providing these links to you only as a convenience, and the inclusion of any link does not imply that Digital Limelight endorses, guarantees, or accepts any responsibility for the content or products on such a third-party site.

In connection with your use of this Website, you may be made aware of services, products,

offers, and promotions provided by third parties, and not by Digital Limelight. If you decide to use third-party services or products, you are responsible for reviewing and understanding the terms and conditions governing any third-party service or product. You agree that the third party, and not Digital Limelight, is responsible for the performance of the third-party services or products.

### **No duty to monitor**

Digital Limelight shall have the right, but not the responsibility, to monitor and/or remove Website content that is provided by others. While some community and other areas may be monitored for relevance, we have no obligation to prescreen any content and are not responsible for the posting of such content. We reserve the right to refuse to post, to edit submitted content, and to remove content for any reason. Further, Digital Limelight is not responsible for any failure or delay in removing content.

### **Procedure for making claims of copyright infringement**

At Digital Limelight, we respect the intellectual property of others. If you believe that your copyrighted work has been copied and is accessible on the Website in a way that constitutes copyright infringement, please contact us to report possible copyright infringement. When contacting us, please provide Digital Limelight's copyright agent with the following information:

- A full description of the copyrighted work or other intellectual property that you claim has been infringed
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest
- A description of where the material that you claim is infringing is located on this Website
- Your name, address, telephone number, and e-mail address
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement signed by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf

Digital Limelight's agent can be reached through any of the contacts listed below:

copyright@digitallimelight.com

### **WARRANTY DISCLAIMER**

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#### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DIGITAL LIMELIGHT'S (OR DIGITAL LIMELIGHT'S OFFICERS, DIRECTORS, INVESTORS, SUBSIDIARIES, AGENTS, ASSIGNEES, REPRESENTATIVES, SUPPLIERS, PARTNERS, OR EMPLOYEES) SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, OR OTHER INTANGIBLE LOSSES (EVEN IF DIGITAL LIMELIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR THE INABILITY TO USE THIS WEBSITE, REMOVAL OR TERMINATION OF THIS WEBSITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ERRORS OR OMISSIONS IN CONTENT ON THIS WEBSITE, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS WEBSITE, INSTRUCTION, INFORMATION OR SERVICES PROVIDED BY OR LINKED FROM THIS WEBSITE, OR ANY OTHER MATTER RELATING TO THIS WEBSITE. IN NO EVENT SHALL DIGITAL LIMELIGHT'S AND ITS SUPPLIERS' CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THIS WEBSITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO DIGITAL LIMELIGHT DURING THE PRIOR YEAR FOR THE SPECIFIC SERVICE AT ISSUE, OR \$100.00, WHICHEVER AMOUNT IS LESS. Some jurisdictions do not allow these limitations, so the above limitations may not apply to you.

#### **Indemnification**

You shall indemnify, defend, and hold harmless Digital Limelight, its affiliates, and their respective officers, employees, and agents from any and all claims, demands, damages, costs, and liabilities, including reasonable attorneys' fees, made by any third party due to or arising out of your acts or omissions arising out of your use of this Website. Digital Limelight reserves the right to assume the exclusive defense and control of any matter otherwise

subject to indemnification by you, and you agree to cooperate as fully as reasonably required in the defense of any claim.

### **Disclosure of use**

Digital Limelight may disclose any information we have about you (including your identity), any transmittals or communications by you, and your use of this Website or any services made available on this Website if we determine that such disclosure is necessary to (1) comply with legal process, (2) comply with any investigation or complaint regarding your use of this Website, (3) enforce these Terms of Use, (4) respond to claims that any such data violated the rights of others, or (5) protect the rights, property, or personal safety of Digital Limelight, its employees, and visitors to or users of this Website, including Digital Limelight's customers, and the public.

Digital Limelight reserves the right at all times to disclose any information that Digital Limelight deems necessary to comply with any applicable law, regulation, legal process, or governmental request. Digital Limelight may also disclose your information when Digital Limelight determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

### **Termination**

You agree that Digital Limelight may, in its sole discretion and without prior notice, terminate your access to the Website and/or block your future access to the Website if we determine that you have violated these Terms of Use or other agreements or guidelines that may be associated with your use of the Website, or for other reasons that may include but are not limited to (1) requests by law enforcement or other government agencies, (2) a request by you to remove your account, (3) discontinuance or material modification of the Website or any service offered on or through the Website, or (4) unexpected technical issues or problems.

In the event this agreement is terminated, the restrictions regarding Content or materials appearing on the Website, and the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms of Use will survive termination. In the event that you are unsatisfied with the Website or any services that may be provided by Digital Limelight, your sole remedy is to terminate this agreement.

If Digital Limelight does take any legal action against you as a result of your violation of these Terms of Use, Digital Limelight will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any injunctive or equitable relief granted to Digital Limelight. You agree that Digital Limelight will not be liable to you or to any third party for termination of your access to the Website.

### **Governing law**

These Terms and your use of this Website will be governed by the laws of the United States and by the laws of the State of California, without regard to conflicts of law provisions; all claims and actions must be brought in the appropriate state or federal court located in Santa Clara County, California; and, you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You waive all defenses of lack of personal jurisdiction and venue.

## **Miscellaneous**

Digital Limelight may assign these Terms at any time to any subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of Digital Limelight to another entity. You may not assign this agreement. These Terms constitute the entire agreement between you and Digital Limelight regarding this subject matter, and they govern your use of this Website. The failure of Digital Limelight to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of these Terms 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 these Terms remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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Digital Limelight revised these Terms on 01/01/2018.