

# MVT Product Terms of Use

Please read this agreement carefully. To complete your order for MyVideoTalk Products & Services, you (User) must first read and accept the Terms of Service. Submission of your order constitutes acceptance of the Terms of Service which may be updated by us from time to time without notice to User. User can review the most current version of the Terms of Service at any time at: <http://www.myvideotalk.com> . In addition, when using particular MyVideoTalk product and services related thereto, User and MyVideoTalk shall be subject to any posted guidelines or rules applicable to such services related thereto, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms of Service.

## Purpose of Service

MyVideoTalk provides User's with streaming video, web conferencing, and video email ("Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new MyVideoTalk features or facilities, shall be subject to the Terms of Service. User understands and agrees that the Service is provided "AS-IS" and that MyVideoTalk assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. User is responsible for obtaining access to the Service and that access may involve third party fees (such as to an Internet service provider). User is responsible for those fees. In addition, User must provide and is responsible for all equipment necessary to access the Service.

## Account Information Obligations

In consideration of use of the Service, User agrees to: (a) provide true, accurate, current and complete information about itself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If User provides any information that is untrue, inaccurate, not current or incomplete, or MyVideoTalk has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MyVideoTalk has the right to suspend or terminate Customer's account and refuse any and all current or future use of the Service (or any portion thereof).

## Account Modifications

If your personally identifiable information (such as your address) changes, you may login to your user account management portal at <http://myvideotalk.com> and/or [www.myvideotalkstudio.com](http://www.myvideotalkstudio.com) and request modification.

## Privacy Statement

Registration Data and certain other information about users are subject to our Privacy Statement. For more information, see our full privacy statement at <http://www.myvideotalk.com>

## Passwords and Logins

User is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under its password or account. MyVideoTalk cannot and will not be liable for any loss or damage arising from User's failure to comply with this Section. You may change your password by logging into your <http://www.myvideotalk.com> and/or [www.myvideotalkstudio.com](http://www.myvideotalkstudio.com) account at any time.

## User Conduct

User acknowledges that MyVideoTalk does not pre-screen Content, but that MyVideoTalk and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. User understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the User and not MyVideoTalk, is entirely responsible for all Content that it emails, transmits or otherwise make available via the Service. MyVideoTalk does not control the Content transmitted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. User understands that by using the Service, it may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will MyVideoTalk be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as

a result of the use of any Content, emailed, transmitted or otherwise made available via the Service.

User agrees to not use the Service to: (I) email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, including but not limited to: pornography defined as content containing all sexual connotations or solicitation, and online gambling; (II) harm minors in any way; (III) Email, transmit or otherwise make available any unauthorized advertising, promotional materials, "junk mail," or "spam" (IV) impersonate any person or entity, including, but not limited to, a MyVideoTalk official, or falsely state or otherwise misrepresent its affiliation with a person or entity; (V) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; (VI) email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (VII) email, transmit or otherwise make available any Content that User does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (VIII) e-mail, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; (IX) "stalk" or otherwise harass another or collect or store personal data about other users; (X) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (XI) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

User agrees that it must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, User acknowledges that it may not rely on any Content created by MyVideoTalk or submitted to MyVideoTalk. User acknowledges and agrees that MyVideoTalk may preserve

Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of MyVideoTalk, its users and the public. User understands that the technical processing and transmission of the Service, including its Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## No "Spam" Policy

User may not utilize the service for submission, generation or inclusion of unsolicited bulk email or other forms of email abuse (i.e. SPAM). Failure to respond to a SPAM notice shall also constitute grounds for termination of account. International Guidelines.

User agrees to comply with all local rules regarding online conduct and acceptable Content. Specifically, User agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which it resides. Indemnity  
User agrees to defend, indemnify and hold harmless MyVideoTalk, and its officers, agents, subsidiaries, affiliates, co-branders or other partners, and employees, harmless from any loss, damage, cost (including attorney's fees) claim or demand, made by any third party resulting from content it emails, transmits or makes available through the Service, its use of the Service, its connection to the Software and Service, its violation of the Terms of Service, or its violation of any rights of another resulting.

## Ownership, Reservation of Rights

Nothing in this Agreement shall be construed to grant User any rights, by license, title or otherwise, to any aspect of MyVideoTalk's intellectual property. User acknowledges and agrees that the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

User further acknowledges and agrees that Content contained in sponsor advertisements or information presented to it through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by MyVideoTalk,

User agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service , in whole or in part. MyVideoTalk grants User a personal, non-transferable and non-exclusive right and to use the object code of its Service for their own personal use; provided that it does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service. User agrees not to modify the Service in any manner or form, or to use modified versions of the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service.

User agrees not to access the Service by any means other than through the interface that is provided by MyVideoTalk for use in accessing the Service. User agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Software and Service, or access to the Service.

## Disclaimer of Warranties

Registration Data and certain other information about users are subject to our Privacy Statement. For more information, see our full privacy statement at <http://www.myvideotalk.com>

## Privacy Statement

To the maximum extent of the law, MyVideoTalk expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. MyVideoTalk makes no warranty that the Service will meet its requirements, the Service will be uninterrupted, timely, secure, or error-free, the results that may be obtained from the use of the Service will be accurate or reliable, the quality of any products, Services, information, or other material purchased or obtained by licensee through the Service will meet its expectations, and any errors in the Service will be corrected.

Any material downloaded or otherwise obtained through the use of the Service is done at its own discretion and risk and that it will be solely responsible for any damage to its computer system or loss of data that results from the download of any such material. User understands

and agrees that its use of the Service is at its sole risk. No advice or information, whether oral or written, obtained by it from MyVideoTalk or through or from the software and service shall create any warranty not expressly stated in the Terms of Service.

## General Practices Regarding Use and Storage

User agrees that MyVideoTalk or third party consultants have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. User further acknowledges that MyVideoTalk reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## Modifications to Service

MyVideoTalk, reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. User agrees that MyVideoTalk shall not be liable to it or to any third party for any modification, suspension, conversions, upgrades or additions or discontinuance of the Service. Any such revisions, modifications, conversions, upgrades or additions shall be owned exclusively by MyVideoTalk and User shall have no right therein.

## Limitation of Liability

User understands and agrees that in no event shall MyVideoTalk be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, use, data, goodwill, or other intangible losses (even if MyVideoTalk has been advised of the possibility of such damages), resulting from: the use or the inability to use the Service, the cost of procurement of substitute goods and services resulting from any goods, data, information or software and services purchased or obtained or messages received or transactions entered into through or from the software and service, unauthorized access to or alteration of its transmissions or data, statements or conduct of any third party on the Service, or any other matter relating to the Service.

## Termination

User understands and agrees that MyVideoTalk may, in its sole discretion, and at any time discontinue providing the Service, or any part thereof, with or without notice. User also agrees that MyVideoTalk, in its sole discretion, may remove and discard any Content within the Service, for any reason or if MyVideoTalk believes that User has violated or acted inconsistently with the letter or spirit of the Terms of Service. MyVideoTalk agrees that any termination of its access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that MyVideoTalk may immediately deactivate or delete its account and all related information and files in its account and/or bar any further access to such files or the Service. Further, User agrees that MyVideoTalk shall not be liable to User or any third-party for any termination of its access to the Service.

## Cancellation of Service

User is required to give MyVideoTalk a written notice 15 days prior to cancellation of their monthly subscription package. MyVideoTalk will not be responsible for storage and preservation of User's materials upon receipt of request for cancellation.

## Definition of "Written Notice" for Cancellation

User agrees to submit notification of Cancellation of Service to MyVideoTalk by a) submitting written notice by postal mail to MyVideoTalk, or by b) submitting written notice by facsimile to MyVideoTalk or by c) sending a Support Ticket or by d) sending an email to [cancellation@myvideotalk.com](mailto:cancellation@myvideotalk.com) . Customers electing to submit notice of Cancellation by postal mail or facsimile shall submit such notice to the address and facsimile stated in "Notices". Customer agrees that submitting a notice of Cancellation by telephone is an unacceptable form of submitting notice of Cancellation to MyVideoTalk, and that service charges may continue to apply until MyVideoTalk has received the proper notice of Cancellation.

## Notices

Notices to User may be made via either email or regular mail. The Service may also provide notices of changes to the Terms of Service or other matters by displaying notices or links to notices to licensee generally on the service. All legal notices to MyVideoTalk should be

submitted to:

**MyVideoTalk**

3000 Danville Blvd.

Suite 186

Alamo, CA 94507

Fax Number: 925-891-3502

Email: support@myvideotalk.com

Governing Law

This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed in California by California residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving Contra Costa County, California.

## General Provisions

User acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the exclusive and complete statement of the Agreement between the parties hereto and supersedes and merges all prior proposals, understandings and agreements, whether oral or written, relating to the subject matter hereof. This Agreement may not be modified except by written instrument duly executed by both parties. b) Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall be in no way affected or impaired thereby and shall remain in full force and effect. c) No Waiver. Failure of either party to exercise in any respect any of the rights provided for herein shall not be deemed a waiver of any right hereunder. d) Violations Please report any violations of the Terms of Service to us by email: support@myvideotalk.com