

TERMS OF SERVICE

THIS TERMS OF SERVICE ("**Agreement**") contain the terms and conditions that apply to a company and/or user, as applicable ("**User**", "**you**" or "**your**") of the services (the "**Services**") made available through the Web site located at www.pixeesoft.tv (the "**Site**") and is between you and Pixeesoft LLC, a Nevada limited liability company (the "**Company**"). The Services are provided solely as a convenience to you. Please read this Agreement carefully as it governs your use of the Services.

By checking the box "I agree to the Terms and conditions Pixee TV", you acknowledge that you have agreed to all of the terms of this Agreement and that you have agreed to become a party to, and legally bound by, this Agreement. If you do not agree to all of the terms of this Agreement, just leave the box unchecked and leave the registration form. You will not be able to register for or use the Services if you do not check the box "I agree to the Terms and conditions Pixee TV".

If you have any questions regarding this Agreement, please contact info@pixeesoft.com. This Agreement was last revised on November 1st, 2014.

1. **Grant of Limited License.** The Company hereby grants to you a non-exclusive, non-transferable, non-sublicenseable, world-wide license to use the Services for internal business purposes only subject to the terms, conditions and restrictions in this Agreement. The Company reserves any rights not expressly granted herein. You shall be solely responsible for hardware and interconnections and telecommunications to access the Services. You understand and acknowledge that the Services are being provided on an "AS IS" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and equipment connected thereto. You also understand and acknowledge that the Company is not obligated to provide any maintenance, technical or other support for the Services.
2. **License Restrictions.** You may not: (a) reproduce, copy or duplicate the Services or any software or programming related thereto; (b) permit other individuals or companies to use the Services; (c) modify, translate, reverse engineer, decompile, disassemble or create derivative works based upon the Services or any software or programming related thereto; (d) sell, rent, lease, transfer, trade, resell and/or otherwise transfer rights to the Services; or (e) delete or write over any portion of any software relating in any manner to the Services. You also agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, and that you shall not violate or infringe the rights of any third party. Any such forbidden use shall immediately and automatically terminate your license to use the Services without notice.
3. **Fees.** All charges shall be at the then current prices. Upon entering this Agreement, you must choose to pay either by direct charge to a credit or debit

card or by invoice. If you desire to pay by credit or debit card, you hereby authorize the Company to charge your credit or debit card to pay for any charges that may apply to your account as they accrue on a monthly or yearly recurring basis, as applicable. You must notify the Company of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit the Company from charging your account. If you choose to pay by invoice, payment shall be due within thirty (30) days of receipt. After such thirty (30) day period late charges of 1 1/2 % per month of the amount of such invoice remaining unpaid shall also become payable. Failure to make any payment as set forth herein shall be deemed to be a material breach of this Agreement and shall be sufficient cause for the immediate termination of this Agreement by the Company. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees. All charges shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed, other than taxes based on the Company's net income. You agree and acknowledge that the Company, may at any time, upon prior notice as required by applicable law, institute changes in any or all of the fees its charges for the Services.

4. **Term and Termination.** This Agreement may be terminated by any party immediately for any reason or no reason. Upon any termination of this Agreement, you shall immediately discontinue use of the Services. Sections 2, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive the termination, cancellation, or discontinuance of this Agreement.
5. **Your Information.** You agree to provide true, accurate, current and complete transactional information and any information about your company and to maintain and promptly update such information to keep it true, accurate, current and complete.
6. **User Name and Password.** You will receive a user name and password during the implementation process and are hereby advised to choose a strong password for your account. You are fully responsible for maintaining the confidentiality and security of your user name and password and all activities that occur under your user name and password. Your user name and password are for your use only. You agree to immediately notify Company by e-mail at info@pixeesoft.com of any unauthorized use of your password or account or any other breach of security.
7. **Modification Discontinuation of Services.** The Company may, in its sole discretion and at any time, modify or discontinue the Services, or any part thereof. For modified services, you may be requested to accept a modification or new Agreement when you login to your account. If you do not accept the amended Agreement, you will not have access to the Services. You agree that

the Company shall not be liable to you or any third party for any modification or discontinuance of the Services and that the Company has not express or implied obligation to provide, or continue to provide the Services.

8. **Proprietary Rights.** The Services, including, without limitation, any of the Company's Internet operations, design, content, hardware designs, algorithms, software (in source and object forms), user interface designs, other templates and designs, algorithms, architecture, class libraries, and documentation (both printed and electronic), know-how, good will, moral rights, trade secrets and any related intellectual property rights throughout the world, and any derivative works, improvements, modifications, enhancements or extensions thereof shall remain the sole and exclusive property of the Company, and you shall have no interest in them whatsoever.
9. **Incorporation of Terms of Access.** You agree to follow and be bound by all of the terms and conditions contained in the Terms of Access and Use, which bind all users of the Company's Site and the Privacy Policy and are incorporated into and made a part of this Agreement by this reference. You may view the Terms of Access and Use by clicking <https://pixee.tv/usage> and the Privacy Policy by clicking here <https://pixee.tv/policy>.
10. **User Conduct.** You are solely responsible for the contents of your transmissions through the Services. Your use of the Services is subject to all applicable local, state, national and international laws and regulations. You are responsible for backing up, to your own computer or other device, any important content that you store or access through the Site or in connection with the Services. The Company does not guarantee that any content you store or access through the Site or in connection with the Services will not be subject to damage, corruption or loss.
11. **Indemnification.** You agree to immediately notify Company of and indemnify and hold Company, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services, (including the unauthorized use of your account or any other breach of security known to you), the violation of this Agreement by you, or the infringement by you, or another user using your computer, on any intellectual property or other right of any person or entity.
12. **Disclaimer of Warranties.** You agree that use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis, and Company (including, without limitation, its independent consultants, subcontractors, distributors, or any client of Company (collectively, "Company Third Parties")) assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any of your communications, data, or personalization settings.

Company and Company Third Parties hereby disclaim 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, quiet enjoyment, title, merchantability of computer programs and informational content.

Neither Company nor any Company Third Parties make any warranty that the Services will meet your requirements, or that the Services will be uninterrupted, timely, secure, error or virus free; nor does Company make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services or that defects in the software driving the Services will be corrected.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damage to a computer system or loss of data that results from the download of such material and/or data.

No advice or information, whether oral or written, obtained by you through the Services shall create any warranty not expressly made herein.

13. **Limitation of Liability.** Neither Company, nor its parents, subsidiaries, affiliates, officers and employees, or any Company Third Parties shall be liable for any indirect, incidental, special or consequential damages, resulting from or concerning the use or the inability to use the Services or your failure to comply with this Agreement, including but not limited to, damages for loss of profits, use, data or other intangibles, even if advised of the possibility of such damages. In no event shall the total and aggregate liability of any party under this Agreement for any cause of action or reason whatsoever exceed \$5.00. Your sole and exclusive remedy under this Agreement is to discontinue the use of the Services. The liability of any party under this Agreement shall be cumulative and not per incident.
14. **Notices.** Unless otherwise provided herein, notices given by Company to you will be given by e-mail or by conventional mail. Notices will be sent to the e-mail address or mailing address you provide to Company as part of the registration process, or to updated addresses, which you provide to Company via notice consistent with this paragraph. Notices given by you to Company must be given by e-mail to info@pixeesoft.com or such updated address and number as Company may provide you consistently with this notice provision. Notwithstanding anything herein to the contrary, it is your sole responsibility to update your address for notices hereunder, and notice sent to the e-mail or conventional mailing address last provided by you to Company shall be valid and binding on you regardless of whether such address has been changed, canceled,

has expired, has been terminated, or otherwise becomes inoperative.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada notwithstanding any conflict of laws provisions. You irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts of Nevada located in Clark County (the “**Nevada Courts**”) for any litigation or controversy arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the Nevada Courts and (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum.
16. **General.** If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part by the Company. This Agreement may not be assigned in any manner by you without the express, prior written permission of the Company.