

# TERMS OF USE

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Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including, without limitation, others' privacy rights or rights of publicity;

Impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information;

Restrict or inhibit any other user from using any of our Sites and Apps, including, without limitation, by means of "hacking" or defacing any portion our Sites and Apps;

Violate any applicable laws or regulations;

Upload to, transmit through, or display on any of our Sites and Apps (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

Engage in spamming;

Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, or other destructive items;

Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our Sites and Apps; and

Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of our Sites and Apps.

Display adult nudity or inappropriate child nudity.

Upload photographs of people who have not given permission for their photographs to be uploaded to a share site.

Use the Share Sites for the sale of goods or services.

Post objectionable material, such as material containing hate or malicious content or offers for adult services, or material inciting or advocating terrorism or violence.

If you fail to comply with the above rules, such failure will constitute a violation of these Terms, and in addition to any other rights or remedies we may have, we may immediately terminate your access to and use of our Sites and Apps.

Some features of our Sites and Apps may enable you to send and receive transmissions. You acknowledge that we have no responsibility or liability for any transmissions, and/or any content included in such transmissions,

sent or received by you. We reserve the right, in our sole discretion and at any time, to set limits on the number and size of any transmissions sent by or received through our Sites and Apps and/or the amount of storage space available for transmissions or for any feature made available through our website.

Please be aware that orders for personalized postage will only be shipped to the United States Territories. Qualified Orders will also be shipped to United States military personnel at APO/FPR addresses worldwide.

The following guidelines have been established by the U.S. Postal Service governing images which are restricted from appearing on customized postage:

Content or images, whether appearing individually or in combination with other content or images, that may cause the Customized Postage program to become a public forum, including but not limited to:

Content or images actively advocating or disparaging the religious, political, or legal agenda of any person or entity, including but not limited to content or images designed to influence a specific piece of legislation. Partisan or political content or images, including but not limited to content or images supporting or opposing election.

Content or images related to human reproduction or sexuality, including but not limited to content or images related to services or counseling with regard to pregnancy, abortion, or other sexual matter.

Unlawful content or images including but not limited to:

Deceptive, defamatory, slanderous, libelous or obscene content or images.

Content or images infringing upon the intellectual property rights of any third party, including but not limited to the USPS.

Content or images emulating any form of valid postage indicia or payment of postage.

Content or images that violate any living or deceased person's privacy or publicity rights.

Content or images depicting discrimination on the basis of race, gender, religion, nationality, disability, sexual or political orientation, or age.

Content or images containing non-incident depiction of firearms, ammunition, or gambling.

Content or images depicting graphic violence.

Content or images depicting illegal activities, illegal substances, and paraphernalia designed for use in connection with illegal substances or activities, or convicted criminals.

Content or images depicting profanity, nudity, or sexually explicit functions or materials.

Content or images related to the sales of alcoholic beverages, tobacco or tobacco related products.

Content or images related to the sale of products designed for use in connection with sexual activity, or product, services or entertainment directed to sexual stimulation.

## **YOUR MEMBER ACCOUNT**

You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, and creating a password. You agree that you will provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. You are responsible for safeguarding the confidentiality of your username and password that you use to access your member account on our Sites and Apps. You agree not to disclose your username or password to any third party. YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. You will

immediately notify us of any unauthorized use of your account on any of our Sites and Apps.

In order to create a member account with any of our Sites and Apps, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites and Apps.

## **MAKING PURCHASES**

If you wish to purchase any products or services through any of our Sites and Apps, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current and complete. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.** You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

Descriptions, images, references, features, content, specifications, products, price and availability of any products or services are subject to change without notice, and our current prices can be found on our Sites and Apps. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee

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## **CONTESTS AND SWEEPSTAKES**

In addition to the terms and conditions of these Terms, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through our Sites and Apps may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from these Terms. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with

such Promotion. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules will control.

## **MOBILE APPLICATIONS**

Before using any of our mobile applications ("App" or "Apps"), we may ask you to install a valid copy of the App on your iPad, register for an account, input your account information into the App as requested, and meet certain hardware and connection requirements which may change as the App evolves. You are responsible for any internet connection fees and/or mobile carrier charges that you incur when accessing or using an App. Should you uninstall an App from your iPad, you may not be able to use all or some of the features of the App. We use reasonable efforts to accurately display the attributes of any photographs in products that you order through an App, including the colors of those photographs; however, the actual color you see is dependent upon your iPad, and we cannot guarantee that your iPad will accurately display such colors.

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The My Digital Guestbook, which may start with a free trial, will continue unless and until you cancel your subscription or we terminate it. Your iPad device must be able to support the My Digital Guestbook App and you must provide us with a current, valid, accepted method of payment (as

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From time to time, other types of promotional codes may be available, including those provided as part of a third party promotion. Promotional codes may be redeemed as described in the specifics of the promotion. Promotional codes can only be used once, cannot be redeemed for cash, and may be subject to certain restrictions as determined by us in our sole discretion. If you received a promotional code through an offer by a third party, additional conditions may apply.

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Video Plans allow for the recording, storage and downloading of video files ("Video Content"). The fees for Video Plans will vary depending on storage capacity and other features.

If you exceed the limits of your plan, you may be prevented from adding more video content to your final video, and you will be prompted to upgrade your plan. You may upgrade your plan at any time by accessing the "Settings" area of the Site ([www.mydigitalguestbook.com](http://www.mydigitalguestbook.com)). If you do not delete sufficient video content, we reserve the right to suspend or terminate your plan.

By enrolling in the Video Plan, you expressly allow us to charge a fee to the payment method ("Payment Method") you selected during purchase (or to a different Payment Method if you change your billing information) at

the then-current rate, and any other charges or taxes that may apply in connection with your use of the service. As used in these Terms, "billing" will indicate either a charge or debit, as applicable, against your Payment Method. You will be billed at the start of your Video Plan, unless and until you cancel your subscription. In the event we are unable to charge an applicable fee to your Payment Method, My Digital Guestbook reserves the right to terminate, suspend or restrict your subscription in the Video Plan. In such event, you may no longer be allowed to upload additional Video Content. You agree that it is your responsibility to keep your Payment Method up-to-date. We expressly reserve the right to suspend or terminate your membership and subscription in the event we are unable to charge to your Payment Method.

You must have a current account with us in order to use the Video Plan. My Digital Guestbook reserves the right to accept or reject your subscription in the Video Plan in our sole discretion. You may not transfer or assign your membership in the Video Plan, allow third parties to use your Video Plan membership, or use your Video Plan membership to ship videos on behalf of third parties. You may access and use the Video Plan solely for your personal, noncommercial use. Except as expressly authorized hereunder, the Video Plan may not be reproduced, duplicated, copied, sold, resold, visited, reverse-engineered or otherwise exploited for any commercial purpose without our prior written authorization.

From time to time, we may offer you promotions that provide a discount on Video Plans or make Video Plans free for a period of time. Depending on the terms of your promotional offer, you may be enrolled into a Video Plan following the expiration of your promotional period unless you cancel prior to the end of the promotional period.

My Digital Guestbook may, in its sole discretion, and without notice modify

the terms and conditions of the Video Plan. We also reserve the right at any time to change the pricing and/or subscription fee as well as plan benefits offered such as storage capacity or features. You agree that it is your sole responsibility to review updated terms and conditions of the Video Plan posted by us at [www.mydigitalguestbook.com](http://www.mydigitalguestbook.com). If any such change is found to be unenforceable, void, invalid, it is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED PARTICIPATION IN THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF ANY SUCH CHANGES. IF YOU DO NOT AGREE TO ANY SUCH CHANGES, YOU MUST CANCEL YOUR PROGRAM SUBSCRIPTION.

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In the event of cancellation, expiration, downgrade or termination of your membership and Video Plan, you may be unable to access your Video Content and you may no longer be allowed to upload additional Video Content. You may also lose access to certain features or functionality only available to current subscribers.

**IN THE EVENT OF CANCELLATION, EXPIRATION, DOWNGRADE, OR TERMINATION OF YOUR VIDEO PLAN OR MEMBERSHIP, WE MAY ALSO DELETE SOME OR ALL OF YOUR VIDEO CONTENT.**

## **WEB ADDRESSES (URLS)**

As part of our services, such as Gift Registry Sites and Travel Sites, we may provide you with access to and use of certain personalized pages and the corresponding web addresses (URLs) you choose. However, we do not guarantee the availability of any particular web page or URL, and we reserve the right, at any time and in our sole discretion, to reclaim, suspend, terminate and/or transfer any such web page or URL. In such cases, we may, at our option, provide you with another web page and URL.

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We will have the right, at any time and in our sole discretion, to block links to our Sites and Apps through technological or other means without prior notice.

## **SOCIAL MEDIA AND OTHER SERVICES**

While using our services, you have the option of granting us access to your account(s) with certain third-party social media and other services, such as Facebook, Instagram, Picasa, Flickr, Twitter, SmugMug, and others (each, an "SNS"). Provided an SNS permits this, we can capture and make available on the Site and through the Apps the photos and other content that you have stored in your account(s) with such SNSs ("SNS Content"). By granting us access to your SNS Content, you understand that we will access, make available and store (if applicable) your SNS Content so that it is available on the Site and through our Apps. We are not responsible for any SNS Content stored on an SNS that you choose to make available on the Site and through our Apps. Depending on the SNS you choose and subject to the privacy settings you have set in your SNS

account(s), personally identifiable information that you post to your SNS account(s) will be available on the Site and through our Apps. Please note that if an SNS account becomes unavailable or SNS terminates our access to your SNS account(s), any Content from that SNS may no longer be available on the Site and through our Apps. You have the ability to disable the connection between the Site and Apps and your SNS account(s), at any time, by accessing the "Settings" section of the Site and Apps.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH SNS, INCLUDING YOUR RIGHTS WITH RESPECT TO ANY CONTENT THAT YOU PROVIDE TO AN SNS AND THE STORAGE OF SUCH CONTENT, IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SNS.

## **MATERIALS SUBMITTED BY CUSTOMER**

Any materials submitted by you, including, without limitation, photographs, videos, images, text, graphics and other materials (collectively, "User Submitted Materials") are subject to the following terms and conditions:

You will retain ownership of such User Submitted Materials, and you grant us and our designees a worldwide, non-exclusive, transferable, royalty-free, perpetual irrevocable right and license, with right of sublicense (through multiple tiers), to use, reproduce, distribute (through multiple tiers), create derivative works of and publicly display such User Submitted Materials solely in connection with the production or provision of any product or service you request or to show you how your User Submitted Materials would appear in our products or services. For example, when you place an order for a product, we will prepare, manipulate (if necessary), and transmit the User Submitted Materials for production, packaging and shipment. Similarly, if you want to share a photo book with your friends and family, we will accommodate your request by making your photographs available to your friends and family to download and/or to

use and create projects of their own, and to purchase products with those photographs.

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You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Submitted Materials, and that the User Submitted Materials do not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that the User Submitted Materials are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.

You consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in User Submitted Materials to use such individual's likeness, for purposes of using and otherwise exploiting the User Submitted Materials in the manner contemplated by these Terms, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's name or address) with such User Submitted Materials.

You agree that we may (but are not obligated to) filter any User Submitted Materials (including, without limitation, deleting or replacing expletives or other harmful or offensive language), refuse to use any User Submitted

Materials (including, without limitation, suspending processing and shipping of any order relating to any User Submitted Materials) and/or disclose any User Submitted Materials and the circumstances surrounding the use thereof, to any third party in order to provide the applicable products or services, to enforce these Terms or to comply with legal obligations or governmental requests.

You agree to indemnify and hold us, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, and third party users harmless from and against any and all claims, causes of action, liabilities, damages, losses, expenses and costs (including, without limitation, attorneys' fees) that arise directly or indirectly out of or from: (i) your violation of these Terms, any other agreement or terms of use with us, any representation or warranty contained herein or therein or any applicable law; (ii) your User Submitted Materials; (iii) your activities in connection with obtaining any products or services from us, or (iv) any activity related to access to or use of your account by you or any other person.

User Submitted Materials that violate these Terms may be removed from our Sites and Apps; provided, however, that we have no obligation to remove User Submitted Materials in response to user reports or requests. We are not responsible for, and will have no liability for, the removal, non-removal or loss of any User Submitted Materials from our Sites and Apps. We recommend you keep back-up copies of your User Submitted Materials on your hard drive or other personal system.

#### COPYRIGHT ISSUES

While we are not obligated to review User Submitted Materials for copyright infringement, we are committed to protecting copyrights and expect users of our Sites and Apps to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright

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If you elect to seek arbitration or file a small claim court action, you must first send to My Digital Guestbook, by certified mail, a written Notice of your claim ("Notice"). The Notice to My Digital Guestbook must be addressed to: General Counsel, Application Visions Inc. 227 Denver Street, Holdrege NE 68949 ("Notice Address"). If My Digital Guestbook initiates arbitration, it will send a written Notice to the email

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You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after My Digital Guestbook receives notice at the Notice Address that you have commenced arbitration My Digital Guestbook will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless My Digital Guestbook and you agree otherwise, any arbitration hearings will take place in the county of your residence.

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