

These terms of use (“Terms of Use”) apply to your use of all websites (defined below) that Camera Bits, Inc. (“Camera Bits” or “we”) operates. For the purposes of these Terms of Use, the term “Sites” refers collectively to www.camerabits.com , <http://forums.camerabits.com>, as well as the other websites that Camera Bits operates and that link to these Terms of Use. Users of the Sites may include current customers, potential customers, business partners, and other Site visitors (collectively, “Users”).

These Terms of Use do not apply to your access to and use of the products we market on our Sites (our “Offerings”). Whether you are an enterprise customer or end-user of Camera Bits' Offerings, your use of the Offerings is governed by the applicable agreement between you and Camera Bits relating to your access to and use of such Offerings (the “Enterprise Master License Agreement” or “End User License Agreement,” respectively).

Your use of Our Site constitutes your agreement to be bound by, and to act in accordance with, all terms, conditions, and notices set forth in these Terms of Use. If you do not agree to these Terms of Use, please do not use any Site.

Please refer to the Camera Bits privacy policy relating to the collection and use of your information accessible at <http://www.camerabits.com/privacy-policy> (the “Privacy Policy”). The Privacy Policy is a part of, and is incorporated by reference into, these Terms of Use.

Through this Site, Camera Bits provides you access to a variety of resources, including download areas, communication Forums (defined below), tutorials, and product information (collectively, the “**Services**”). The Services and this Site, including any updates, enhancements, new features, and any additional Camera Bits web properties, are subject to the terms and conditions of these Terms of Use, and are provided solely for your use and not for resale. These Terms of Use are a legally binding contract between you and Camera Bits that you enter into by your use of the Site and/or the Services.

These Terms of Use include an Arbitration Agreement and Class Action Waiver. Unless you opt out of arbitration within 30 days of the date you first access the Site by following the opt-out procedure specified in the “Arbitration Agreement and Class Action Waiver” section below, you agree that most disputes between you and Camera Bits will be resolved by binding, individual arbitration, and you are waiving your right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.

We reserve the right to change, amend, or modify the Terms of Use at any time and from time to time, without prior notice. Unless it expressly says otherwise, all changes, amendments, or modifications take effect immediately upon being posted on the Site. Accordingly, it is important for you to review the Terms of Use on a regular basis to keep yourself apprised of any changes.

Eligibility

By accessing and using the Site, you affirm that you are at least 18 years old, or that you are over the age of 13 and have the express permission of your parent or guardian to access and use the Site. You further affirm that you are competent and capable of understanding and complying with these Terms of Use.

Representations and Warranties (Your Promises)

This section contains the representations and warranties that you make to Camera Bits. In other words, the following are the legally binding promises you make to Camera Bits by using the Site and/or Services. You represent and warrant that:

- You are at least the age of majority in the jurisdiction where you reside and are legally able to agree to these Terms of Use.
- You agree to comply with these Terms of Use and to be legally bound by them.
- You will provide true, accurate, and current and complete information about yourself, and you will maintain and promptly update such information in order to keep the information true, accurate, and current and complete.
- You will promptly notify us if you suspect, or are aware of, any unauthorized use of your ID or password, or any other breach of security.
- You will not interfere with any other person's use and enjoyment of the Site or interfere with or attempt to gain unauthorized access to the Site, Services, the Camera Bits' server or the networks(s) connected to any Camera Bits' server, or any accounts, or computer systems, through hacking, password mining, or any other means.
- You will not use the Site or Services in any manner that could damage, disable, overburden, or impair any Camera Bits' server, or the networks(s) connected to any Camera Bits' server.
- You will not use the Services for any purpose that is unlawful or prohibited by these Terms of Use.
- You will not decompile, disassemble, reverse engineer, or otherwise attempt to discover any source code that makes up the Site.
- You will not modify or attempt to modify the Site or any of its components.
- You will not take, or attempt to take, anything not intentionally made available by Camera Bits through this Site.

- You will not reproduce, duplicate, copy, sell, resell, exploit, or in any way use any of the Intellectual Property (defined below).

Camera Bits Forums

In order participate in Camera Bits forums, accessible at <http://forum.camerabits.com> (the "Camera Bits Forums"), you must register as a forum member and accept the terms set forth the Registration Agreement. You may access Camera Bits Forums as a guest, but you are required to register as a User to make a post.

After you register and login, you will be able to fill out a detailed profile. Given the possibility of the unlawful interception of information and communications, despite the efforts Camera Bits takes to offer a secure environment, Camera Bits cannot promise, and you should not expect that, the information you provide will always remain private or secure. Always use caution when giving out any personally identifiable information about yourself, your children, or any other person.

You may choose to post photos, reviews, advice, Feedback (defined below), responses, and other content ("User Content") in connection with the Site or the Software. As between the Camera Bits and you, you retain ownership over your User Content.

License to User Content. By providing User Content, you hereby grant Camera Bits permission to use, copy, and modify your User Content for the purpose of operating, developing, and improving Camera Bits products and services. This license is transferable and irrevocable. After you stop using the Site, copies of your User Content may continue to exist within the Site. However, you acknowledge Camera Bits has no obligation to maintain your User Content after termination of your account.

Your Content may include ideas, suggestions, documents, and proposals ("Feedback"). Providing Feedback is voluntary. With respect to Feedback, you acknowledge that:

- Camera Bits is not under any obligation of confidentiality, express or implied.
- Camera Bits may have something similar to the Feedback already under consideration or development.
- You hereby grant to Camera Bits a perpetual, irrevocable, sublicenseable, transferable, unlimited, worldwide, license to copy, distribute, modify, and otherwise use your Feedback.
- You are not entitled to any compensation of any kind from Camera Bits for your Feedback.

By uploading or posting User Content, you acknowledge that User Content will be exposed to other users, who may copy, re-post, and otherwise use User Content. Camera Bits may make archival and back-up copies of User Content indefinitely. You agree that Camera Bits has no responsibility or liability for the deletion of any User Content.

The Camera Bits Forums enable you to communicate with others on the Site. You agree to use the Camera Bits Forums solely to post, send, and receive messages and material that

are proper and appropriate, without limitation, you agree that when using the Camera Bits Forums, you will not:

- Use the Camera Bits Forums in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Post User Content that is unrelated to Camera Bits or its products and services.
- Defame, harass, abuse, stalk, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others.
- Publish, post upload, distribute or disseminate any inappropriate, profane, and defamatory, obscene, indecent or unlawful topic, name, material, or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by confidentiality requirements or intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights or have received all necessary consent to do the same.
- You will not post or transmit anything that contains viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any of the many similar software or programs that may damage the operation of the Site, or any other person's property.
- Post User Content that contradicts best practices or acceptable use of Camera Bits products and services.
- Advertise or offer to sell or buy any goods or services for any purpose, unless permitted by Camera Bits.
- Falsify or delete any copyright management information, such as author attributes, legal or other proper notices or proprietary designations or labels of the origin or source contained in an uploaded file.
- Restrict or inhibit any other user from using the Camera Bits Forums.
- Violate any code of conduct or other guidelines, which may be applicable to the Camera Bits Forums.
- Harvest or otherwise collect information about others, including email addresses.
- Create a false identity or impersonating another person for the purpose of misleading others.

- Post personal emails, support tickets, or chat dialogues.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Camera Bits has no obligation to monitor the Camera Bits Forums. However, Camera Bits reserves the right to review materials posted to the Camera Bits Forums and to remove any materials at its sole discretion. Camera Bits reserves the right to terminate your access to any or all of the Camera Bits Forums at any time, without notice, for any reason whatsoever. Camera Bits reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion.

Camera Bits does not control or endorse the content, messages, or information found in any Camera Bits Forums and specifically disclaims any and all liability with regard to the Camera Bits Forums and any actions resulting from your participation in any Camera Bits Forums. Managers and hosts are not authorized spokespersons, and their views do not necessarily reflect those of Camera Bits.

Materials uploaded to the Camera Bits Forums may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

Copyright Infringement Notice Procedure

Camera Bits respects intellectual property rights. If you believe your copyrighted work has been copied or posted on or through the Site in a way that constitutes copyright infringement, then please contact us at [\[email address\]-privacy@camerabits.com](mailto:privacy@camerabits.com) and provide the following information:

- A description of the copyrighted work that you believe has been infringed;
- A description of what the allegedly infringing work is;
- A description of the location where the allegedly infringing work is located on the Site;
- An address and phone number where you can be contacted, including an email address if possible;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; and

- A statement, made under penalty of perjury, that the above information in the notice is accurate and that the signatory is the copyright owner or is authorized to act on behalf of the copyright owner.

Consult your legal advisor before filing an infringement notice, because there can be penalties for false claims.

Materials You Post Or Deliver To Camera Bits

Camera Bits does not claim ownership of the User Content you provide to Camera Bits, or post, upload, input or submit to the Camera Bits Forms (each a “**Submission**” and collectively “**Submissions**”). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Camera Bits an irrevocable, royalty-free, world-wide license to use your Submission in connection with the Site and Services, including, without limitation the right to: (i) copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; (ii) publish your name in connection with your Submission; and the right to sublicense such rights to any third-party. Camera will not compensate you for the use of your Submissions.

Documents Available on this Site

Camera Bits allows use of the white papers, press releases, datasheets, FAQs, and other documents available on the Site, but excluding the design or layout of the Site (collectively, the “**Documents**”), provided that (1) any Documents used contain the statement: “This document is used with the permission of Camera Bits, Inc., 472 S 1st Ave, Hillsboro, OR 97123. © 2019. All rights reserved.”; (2) use of such Documents is solely for informational and non-commercial or personal use and will not be copied or posted on any network computer or broadcast in any media; and (3) no modification or alteration is made to any Document used. Accredited educational institutions, such as elementary schools, universities, private/public colleges, and community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside of the classroom requires the express written permission of Camera Bits, which may be held in Camera Bits’ sole discretion. Use for any other purpose is expressly permitted by law and may result in civil and criminal penalties. Camera Bits reserves the right to prosecute violators to the fullest extent allowed by applicable law.

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Links from Third Party Sites

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- You do not replicate the home page of the Site.
- You do not create a frame or any other browser or border environment around the Site.
- You do not link to Content on the Site that is made available only to users with a user ID and password.
- You do not use logos or trademarks displayed on the Site.
- You do not link to a website which contains content that is offensive, infringes the intellectual property rights or other rights of others, or violates applicable laws.

Software

Camera Bits makes certain versions of its software available to download from the Site (the “**Software**”). The Software End User License Agreement (“**EULA**”) governs any use of the Software and shall take precedence over these Terms of use with respect to your use of the Software. You will be unable to install any Software that includes the EULA unless you first

agree to the terms and conditions of the EULA by clicking to acknowledge and accept the terms.

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Limitation of Liability

YOUR USE OF THE SITE AND SERVICES ARE AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR, AND HEREBY WAIVE, ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OTHERWISE OBTAINING INFORMATION THROUGH THE USE OF THE SITE OR SERVICES. CAMERA BITS SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS BY ANY PARTY, INCLUDING BUT NOT LIMITED TO ANY PARTY WHO MIGHT HACK, INVADE, OR OTHERWISE DISRUPT THE SITE OR TAKE INFORMATION, INCLUDING CONTENT YOU PROVIDE, FROM THE SITE OR OTHERWISE. CAMERA BITS ATTEMPTS TO ENSURE THAT THE SITE IS AVAILABLE 24 HOURS PER DAY AND THAT SERVICES ARE AVAILABLE AS SPECIFIED UPON REGISTRATION, BUT IT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES IF THE SITE OR SERVICES ARE UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD OF TIME. ACCESS TO THE SITE OR SERVICES MAY BE SUSPENDED TEMPORARILY AND WITHOUT NOTICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CAMERA BITS OR ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AUTHORIZED REPRESENTATIVES BE LIABLE OR RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, COLLATERAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER, RESULTING FROM OR ARISING OUT OF ANY ASPECT OF THE SITE OR THE SERVICES, USE OR MISUSE OF THE SITE OR THE SERVICES, ANY BREACH OF THIS AGREEMENT OR WARRANTY OR CONDITION, OR UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION: (I) INABILITY TO USE THE SITE OR THE SERVICE; (II) THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE OR THE SERVICES; (III) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY; OR (IV) ANY COSTS OF RECOVERING, PROGRAMMING, OR PRODUCING ANY SYSTEM, SOFTWARE OR DATA USED WITH PHOTO MECHANIC, EVEN IF CAMERA BITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY AGAINST CAMERA BITS OR ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AUTHORIZED REPRESENTATIVES, IS YOUR DISCONTINUATION OF YOUR USE OF THE SERVICES AND SITE, IN LIEU OF ALL OTHER RIGHTS AND REMEDIES. CAMERA BITS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. SOME STATES, COUNTRIES, AND/OR PROVINCES DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS, AND CONDITIONS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend, and hold Camera Bits and any and all of its officers, members, service providers, suppliers, employees, and authorized representatives harmless from any and all liability, loss, claim, and expense, including court costs and reasonable attorneys' fees, directly or indirectly arising out of or related to your use of the Site and or Services, any Submission, any breach of these Terms of Use by you, and your violation of the rights of any other person or entity. Camera Bits reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Camera Bits, and you agree to cooperate with Camera Bits' defense of these claims.

Arbitration of Disputes and Class Action Waiver

Subject to the exceptions described in these terms, all disputes arising out of or related to your use of the Site or any aspect of your relationship with Camera Bits, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a single arbitrator instead of in a court by a judge or jury. You agree that Camera Bits and you are each waiving the right to trial by a jury. You agree that any arbitration will take place on an individual basis. You hereby waive the ability to participate in a class action. The parties agree that the arbitrator will have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this arbitration agreement.

You and Camera Bits each retain the right to: (i) bring an individual action in small claims court and (ii) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misappropriation of a party's trade secrets or intellectual property rights.

You will also have the right to litigate any other dispute that would otherwise be subject to this arbitration agreement if you opt out of the arbitration agreement by sending an email to support@camerabits.com or a letter to Camera Bits, Inc., 472 S 1st Ave, Hillsboro, OR 97123 within 30 days after the date you first access the Site. If you don't provide Camera Bits with a timely opt-out notice, this arbitration agreement applies.

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (currently available at www.adr.org/Rules or by calling the AAA at 1-800-778-7879). The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines that an in-person hearing is appropriate. Any in-person appearances will be held at a location that is reasonably convenient to both parties. If the parties are unable to agree on a location, the arbitrator will determine the location. If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Camera Bits will contribute to your filing and hearing fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitrator's decision will follow these Terms of use (including the Limitation of Liability provision) and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance under these Terms of use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

Miscellaneous

These Terms of Use, including the Privacy Policy, is the entire agreement between you and Camera Bits relating to your use of the Site and Services. Your use of any purchased or trail Offering will be governed by a separate End User License Agreement you must click to accept. . If for any reason anything on or associated with the Site and/or Services is in conflict or inconsistent with these Terms of Use, these Terms of Use are controlling. If a provision of these Terms of Use is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of these Terms of Use will not be impaired. Camera Bits' waiver of or failure to act with respect to any breach of the Terms of Use does not waive our right to act with respect to subsequent

or similar breaches of any of the terms and conditions of these Terms of Use, and shall not be deemed a continuing waiver or waiver of any of the other terms and conditions of these Terms of Use. The Terms shall be governed by the laws of the State of Oregon.

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