

Peekast Studio - Terms & Conditions

This is a binding agreement between PEEKAST MEDIA LLC ("PEEKAST"), a video streaming service provider, and you as an individual and, if applicable, the company or other legal entity you represent (collectively, "you"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "Agreement"), govern your access to and use of <https://pkst.studio> and any of PEEKAST's other websites that directly link to these Agreement (collectively, the "Site"), including any content, functionality, and Services offered on or through the Site.

Please read these agreements carefully before you start to use the Site. By using the Site or by clicking to agree to these Agreement when this option is made available to you, you accept and agree to be bound and abide by these Agreement and our Privacy Policy, found at <https://pkst.studio/privacy.pdf>. If you do not want to agree to these Agreement or the Privacy Policy, you must not access or use the Site or any content, functionality, or Services offered on or through the Site.

If you are entering into these Agreement on behalf of a company or other legal entity, you confirm that you have the legal authority to bind the legal entity to these Agreement. If you do not have such authority, or if you do not agree with these Agreement or the Privacy Policy, you may not use the Site or any content, functionality, or Services offered on or through the Site.

1. Accounts

1.1. Registration

To access the Site or some of the resources that it offers, you may be asked to create an account ("Account") by providing certain registration details or other information. Unless otherwise stated in the applicable Service Description, you may only create one Account per email address. It is a condition of your access and use of the Site that all information that you provide is correct, current, and complete. You agree that all information that you provide is governed by our Privacy Policy, and that you consent to all actions that we take with respect to your information consistent with our Privacy Policy.

1.2. Eligibility

You must be at least 16 years old or the applicable age of majority in your jurisdiction, whichever is greater, to create an Account or use our Services. Individuals under the applicable age must at all times use our Services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In all cases, such parent or legal guardian is the user and is responsible for any and all activities under the Account.

1.3 Individual Accounts

If you register for the Services as an individual, you warrant that (a) you shall limit your use of the Services to stream video content that you own or created and shall not use the Service on behalf of an entity or organization (i.e., you cannot use the Services on behalf of a company, you must only be streaming for yourself), and (b) the registration information that you provide is, and shall remain throughout the Term, accurate and complete.

1.4. Entity Accounts

If you register for the Services as an entity, you are permitted to live stream video content on behalf of others or as a service. For example, if you work for a company and your job is to live stream company content, you must register for one of our "for companies" plan; if you are a digital marketing agency producing live video broadcast for agency clients, you must register for our "for companies" or "agency" plan. Further, if you register for the Services as a company or agency, you warrant that:

- A) the registration information that you provide is, and shall remain throughout the Term, accurate and complete;
- B) you are duly authorized to do business in the country or countries where you operate,
- C) the individual clicking to agree to these Agreement and completing the registration process meets the requirements of Section 1.2 above and is an authorized representative of your entity, and
- D) your employees, officers, representatives and other agents accessing the Services are duly authorized to access the Services and to legally bind you to this Agreement and all transactions conducted under your Account.

1.5. Activities under your Account

You are fully responsible for all activities that occur under your Account, regardless of whether such activities are undertaken by you or a third party. Therefore, you should contact us immediately if you believe a third party may be using your Account, or if your Account credentials are otherwise lost or stolen. We are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of Your Content or other data which you submit or use in connection with your Account or the Services.

2.The Services

The services covered by this Agreement include both services that PEEKAST and its affiliates (referred to together herein as "we" or "us" make available for no fee (the "Free Services"), and services that we make available for a fee (the "Paid Services"). The Free Services and the Paid Services are referred to collectively in this Agreement as the "Services." Each Free Service and Paid Service is referred to individually as a "Service."

We may, at our sole discretion, at any time and without notice: (a) begin charging fees for a Free Service, in which case such Service shall thereafter be deemed a Paid Service, and/or (b) cease charging fees for a Paid Service, in which case such Service shall thereafter be deemed a Free Service.

For the purposes of this Agreement, "Service Descriptions" will mean the descriptions published on the Site.

3. Modifications to this Terms of Services

You agree that we may modify these Agreement, or any policy or other terms referenced in these Agreement and/or in the Service Descriptions (collectively, "Additional Policies"), at any time by posting a revised version of these Agreement or such Additional Policy on the Site. The revised Agreement shall be effective as follows:

(A) If the revised Agreement are for any then-existing Paid Services:

- any Paid Services which we are adding at the time of the revision,
- the Privacy Policy,
- the Acceptable Use Policy set forth in this Agreement,
- any other general terms and conditions applicable to our Services, Sites or other properties, or
- any Free Service,

then the revised Agreement shall be effective upon posting (unless we expressly state otherwise at the time of posting).

(B) If the revised Agreement are for:

Then the revised Agreement shall be effective the earlier of fifteen (15) days after posting or, if we provide a mechanism for your immediate acceptance of the revised Agreement (such as a click-through confirmation or acceptance button), your acceptance of such revised Agreement.

By continuing to access the Site and/or use or receive the Services after the effective date of any revisions to these Agreement or any Additional Policies, you agree to be bound by such revised Agreement or revised Additional Policies. It is your responsibility to check the Site regularly for changes to these Agreement or the Additional Policies, as applicable, so you are aware of any changes, as they are binding on you. We last modified these Agreement on the date set forth at the top of these Agreement.

4. Term, Termination and Suspension

4.1. Term

The terms of this Agreement ("Term") shall commence, and you may begin using the Services, when you agree to these Agreement by completing the registration process for your Account and begin to use the Services, or by clicking to agree to these Agreement when

the option is made available to you. This Agreement shall remain in effect until terminated by you or us in accordance with this Agreement.

4.2. Termination by your convenience

You may terminate this Agreement for any reason or no reason at all, at your convenience, by:

- A) providing us written notice of termination in accordance with this Agreement,
- B) closing your Account for any Service for which we provide an Account closing mechanism, or
- C) with respect to a Trial Account, through no action other than letting the trial period expire and never again accessing your Account.

4.2.1. Account Closure

If a Paid Service is subject to a minimum Service term, or has been prepaid for a defined period, your Account shall be closed immediately unless you specify that the Account is to be closed at the end of the minimum Service term described in the applicable Service Description on the Site at the time of purchase, or at the end of the prepaid period.

If such Paid Service requires an advance notice of termination (cancellation), your Account shall be closed at the end of the advance notice of termination (cancellation) period as described in the Service Description on the Site at the time of purchase.

Upon termination, all of your stored content and channels shall be removed from PEEKAST's servers and systems (i.e., PEEKAST does not cache your social media platform credentials – your user name(s) and password(s) shall be deleted upon Account closure).

No refunds of prepaid, unused fees shall be issued due to your decision to close your Account unless (a) PEEKAST has suffered a general network outage or problem which prevented you from using your Account for a period of at least seventy-two (72) consecutive hours, or (b) you have encountered other issues with access to the Site and our support team has been unable to resolve such issues in the seven (7) day period after your issue is reported. No refunds will be issued due to Account closure if you didn't face issues using our Services; our billing team has the absolute right to decline to issue a refund.

4.2.2. Cancellation of any of the Paid Plans

You must log into your Account, click the Chat button and contact us to cancel the Account, or send an email from the email account used to access your PEEKAST dashboard to support@peekast.com instructing us to cancel the Account. Upon receiving and processing the notice, the Account shall be closed.

When terminating a more expensive Monthly Plan to downgrade to a less expensive Monthly Plan, or when changing plan types at your request, you agree that no refunds or credits shall be provided.

NOTE: while PEEKAST may at its sole discretion accept a cancellation notice sent via a different email address as a courtesy in order to avoid a pending charge, you must submit a

ticket per this Section to officially terminate the Account; otherwise, the Account may be considered as closed due to a payment default.

4.2.3. Cancellation of an Event Plan Account

You may terminate an Event Plan Account at any time with no recurring charges upon notice to us in accordance with the provisions set forth in Section 16.2. below.

4.3. Termination or Suspension by us without any Cause

4.3.1. Free Services

We may suspend your right and license to use any or all Free Services (and any associated PEEKAST Properties) or, if you are only using Free Services, terminate this Agreement in its entirety (and, accordingly, cease providing all Services to you), for any reason or for no reason, at our discretion at any time, immediately upon notice to you in accordance with the notice provisions set forth in this Agreement.

4.3.2. Paid Services

We may suspend your right and license to use any or all Paid Services (and any associated PEEKAST Properties), or terminate this Agreement in its entirety (and, accordingly, cease providing all Services to you), for any reason or for no reason, at our discretion at any time by providing you thirty (30) days advance notice in accordance with the notice provisions set forth in this Agreement.

4.4. Termination or Suspension by us with Cause

We may suspend your right and license to use any individual Service or any set of Services, or terminate this Agreement in its entirety (and, accordingly, your right to use all Services), for cause, effective as set forth below:

- A) Immediately upon our notice to you in accordance with the notice provisions set forth in this Agreement if:
- you attempt a denial of service attack on any of the Services,
 - you seek to hack or break any security mechanism on any of the Services or we otherwise determine, in our sole discretion, that your use of the Services or the PEEKAST Properties poses a security or service risk to us, to any other user of the Services, to any third party sellers on any of our websites, or to any of our customers or their respective customers, or may subject us or any third party to liability, damages or danger,
 - you otherwise use the Services in a way that disrupts or threatens the Services,
 - you are in default of your payment obligations hereunder,
 - we determine, in our sole discretion, there is evidence of fraud with respect to your Account,

- you use any of the PEEKAST Content or Marks other than as expressly permitted herein,
 - we receive notice or we otherwise determine, in our sole discretion, that you may be using Services for an illegal purpose or in a way that violates the law or violates, infringes, or misappropriates our rights or the rights of any third party,
 - we determine, in our sole discretion, that our provision of any of the Services to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason, or
 - subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets, failure to continue your business, assignment for the benefit of creditors, or if you become the subject of a voluntary or involuntary bankruptcy or similar proceeding.
- B) One (1) business day following our provision of notice to you in accordance with the notice provisions set forth in this Agreement if you are in default of any payment obligation with respect to any of the Services, or if any payment mechanism you have provided to us is invalid or cancelled, or if charges are refused for such payment mechanism, and you fail to cure such payment obligation default or correct such payment mechanism problem within such 1-day period and do not have a sufficient credit balance to cover the obligation. This specifically includes cancellation by you of a credit card or other accepted payment method used in the purchase of Services, such as a PayPal Recurring Payment plan.
- C) Immediately following our provision of notice to you in accordance with the notice provisions set forth in this Agreement if you are found to have committed any fraud in connection with your use of your Account.
- D) Five (5) days following our provision of notice to you in accordance with the notice provisions set forth in this Agreement if you breach any other provision of this Agreement and fail, as determined by us, in our sole discretion, to cure such breach within such 5-day period.

4.5. Effect of Suspension or Termination

Upon our suspension of your use of any Services, in whole or in part, for any reason: (a) fees shall continue to accrue for any Services that are still in use by you (including support), notwithstanding the suspension, (b) you remain liable for all fees, charges and any other obligations with respect to the Services you have incurred through the date of suspension, and © all of your rights and licenses with respect to the applicable Services shall be terminated during the period of the suspension.

Upon termination of this Agreement for any reason: (a) you remain liable for all fees, charges and any other obligations you have incurred through the date of termination with respect to the Services, and (b) all of your rights and licenses under this Agreement shall immediately terminate.

In the event of suspension or termination for cause per this Agreement, PEEKAST shall apply any monetary balance that may have accrued to your Account at the time of suspension or termination towards payment of any fees due for Services.

In the event your Account is terminated due to non-payment, and you have not submitted a cancellation notice, any credit balance on your Account shall revert to PEEKAST.

4.6. Survival

In the event this Agreement is terminated for any reason, Sections 4, 6, 7, and 9 through 14 shall survive any such termination.

4.7. Data Preservation

In the event of a suspension by us of your access to any Service for any reason other than a for cause suspension under this Agreement, during the period of suspension we shall not take any action to intentionally erase any of your data stored on the Services.

In the event of any termination by us of any Paid Service or any set of Paid Services, or termination of this Agreement in its entirety, other than a for cause termination under this Agreement: (a) we shall not take any action to intentionally erase any of your data stored on the Services for a period of thirty (30) days after the effective date of termination, and (b) your post termination retrieval of data stored on the Services shall be conditioned on your payment of Service data storage charges for the period following termination, payment in full of any other amounts due us, payment in advance for any professional services we perform to assist your retrieval of data, and your compliance with terms and conditions we may establish with respect to such data retrieval.

Except as provided in this Section, we shall have no obligation to continue to store your data during any period of suspension or termination or to permit you to retrieve the same.

4.8. Post-Termination Assistance

Following a termination under this Agreement, you shall be entitled to take advantage of any post-termination assistance we may generally make available with respect to the Services. We may also endeavor to provide you unique post-suspension or post-termination assistance, but we shall be under no obligation to do so. Your right to take advantage of any such assistance, whether generally made available with respect to the Services or made available uniquely to you, shall be conditioned upon your acceptance of and compliance with any fees and terms we specify for such assistance.

5. License Grant; Retained Rights

Subject to your acceptance of and compliance with this Agreement and with the payment requirements for the Services that are set forth in the applicable Service Description (as such payment terms may be updated from time to time), we hereby grant you a limited, non-exclusive, non-transferable, non-sublicenseable right and license, in and under our intellectual property rights, to (i) access and use the Site and Services during the Term, and

(ii) to access, install, copy and use the PEEKAST Properties solely in connection with and as necessary for your use of the subject Services.

The rights and licenses granted by us in this Agreement are nonexclusive, and we reserve the right to: (a) ourselves act as developers of products or services related to products that you may develop in connection with the PEEKAST Properties or via your use of the Services, and (b) appoint third parties as developers or systems integrators who may offer products or services which compete with your Applications.

6. Acceptable Use Policy

6.1. Permitted Uses Generally

You may write or develop software, websites, or other online services or technology that interface with the Services (collectively "Applications"). Applications include machine images containing software applications, libraries, data and associated configuration settings. You acknowledge that we may change, deprecate or republish APIs and other developer tools for any Service or feature of a Service from time to time, and that it is your responsibility to ensure that calls you make to any Service are compatible with then-current APIs and/or other developer tools for the Service. You further acknowledge that we may change or remove features or functionality of the Services at any time.

You may enable access and use of Your Content by your end users subject to the terms of this Section. "Your Content" means any Application, data or other content that you may: (a) provide to us pursuant to this Agreement, (b) make available to any end users in conjunction with the Services, or © develop or use in connection with the Services. You are responsible for all terms and conditions applicable to Your Content.

6.2. Restricted Uses Generally

You may not interfere or attempt to interfere in any manner with the functionality or proper working of the Services.

You may not compile or use the PEEKAST Properties or any other information obtained through the Services for the purpose of direct marketing, spamming, unsolicited contacting of sellers or customers, or other impermissible advertising, marketing or other activities including, without limitation, any activities that violate anti-spamming laws and regulations.

You may not remove, obscure, or alter any notice of any trademarks, service marks, service or trade names, logos, or other designations of PEEKAST and its affiliates or licensors (the "Marks"), or other intellectual property or proprietary right designation appearing on or contained within the Services or on any PEEKAST Properties.

You may generally publicize your use of the Services; however, you may not issue any press release with respect to the Services or this Agreement without our prior written consent.

You may not publish content that we, at our sole discretion, deem offensive. This includes depictions of explicit sexual activities and extreme violence depicted for entertainment purposes.

Except as may be expressly authorized under this Agreement, you shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or PEEKAST Properties in any way, (b) modify or make derivative works based upon the Services or PEEKAST Properties, (c) create Internet "links" to the Services, (d) reverse engineer the Services or PEEKAST Properties, or (e) access the Services or PEEKAST Properties for the purposes of competitive analysis of the Services of PEEKAST Properties, the development, provision or use of a competing service or product or any other purpose that is to our detriment or commercial disadvantage.

7. Downtime and Services Suspensions

Downtime and Service Suspensions

In addition to our rights to terminate or suspend Services to you as described in this Agreement, you acknowledge that:

- A) your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions, and
- B) we shall also be entitled, without any liability to you, to suspend access to any portion or all of the Services at any time, on a Service-wide basis:
- C) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service,
- D) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended, or
- E) in the event that we determine, in our sole discretion, that any Service is prohibited by law or we otherwise determine, in our sole discretion, that it is necessary or prudent to do so for legal or regulatory reasons.

Without limitation of the established in this Agreement, we shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension.

To the extent we are able, we shall endeavor to provide you email notice of any Service Suspension in accordance with the notice provisions set forth in this Agreement and to post updates on the Site regarding resumption of Services following any such suspension but shall have no liability for the manner in which we may do so or if we fail to do so.

Security

We strive to keep Your Content secure but cannot guarantee that we shall be successful at doing so, given the nature of the Internet. Accordingly, without limitation to the established in this Agreement, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content and Applications.

We strongly encourage you, where available and appropriate, to: (a) use encryption technology to protect Your Content from unauthorized access, (b) routinely archive Your Content, and © keep your Applications or any software that you use or run with our Services current with the latest security patches or updates.

We shall have no liability to you for any unauthorized access or use, corruption, deletion, destruction or loss of any of Your Content or Applications.

8. Fees

In consideration of your use of any of the Paid Services, you agree to pay the fees set forth on the applicable Service Description.

Fees for any new Service or new Service feature shall be effective upon posting by us on the Site for the applicable Service. We may increase or add new fees for any existing Service or Service feature or implement a fee for any previously Free Service or Free Service feature, by giving you thirty (30) days' advance notice. Such notice shall be posted on the Site on the Service Description page for the affected.

Service. You agree that you are responsible for checking the Site each month to confirm whether there are any new fees and their effective date(s).

All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. You shall provide such information to us as reasonably required determining whether we are obligated to collect VAT from you, including without limitation your VAT identification number.

We may specify the way you shall pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect.

All amounts payable by you under this Agreement shall be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, you shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding had been required. Additionally, you shall provide us with documentation evidencing that the withholding and deducted amounts have been paid to the relevant taxing authority.

From time to time, we may offer free or discounted pricing for compute capacity, data transfer, data storage, and other usage of certain Services (each a "Special Pricing Program").

After a Special Pricing Program ends, normal charges shall apply. You must comply with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) we impose in connection with the Special Pricing Program as described on the Service-specific detail pages on the Site.

You may not sign-up for multiple Accounts in order to receive additional benefits under a Special Pricing Program. We may immediately terminate any Account that we determine, in

our sole discretion, is established or used to avoid the terms, restrictions, or limitations applicable to a Special Pricing Program.

9. Confidentiality

You shall not disclose PEEKAST Confidential Information during the Term or at any time during the three (3) year period following the end of the Term. As used in this Agreement, "PEEKAST Confidential Information" means all non-public information disclosed by us, our business partners or our or their respective agents or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. PEEKAST Confidential Information includes, without limitation: (a) non-public information relating to our or our business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs (including, but not limited to, any information about or involving one of our so-called beta tests or a beta test product that you obtain as a result of your participation in such beta test), (b) third-party information that we are obligated to keep confidential, and © the nature, content and existence of any discussions or negotiations between you and us.

Confidential Information does not include any information described in this Agreement or any information that you are required to disclose by law.

Notwithstanding any other provision in this Agreement, you shall not have any confidentiality obligation to us under this Agreement above, with respect to any information provided or made available by us hereunder, and we shall not have any confidentiality or non-use obligation to you hereunder with respect to any information, software application, data or content provided or made available by you hereunder that: (a) is or becomes publicly available without breach of this Agreement, (b) can be shown by documentation to have been known to you at the time of its receipt from us, © is received from a third party who did not acquire or disclose the same by a wrongful or tortious act, or (d) can be shown by documentation to have been independently developed by you without reference to the PEEKAST Confidential Information.

If you and we are parties to a separate non-disclosure agreement ("Stand-Alone NDA") and there is a conflict between the terms of the Stand-Alone NDA and the terms of this Agreement, the terms of the Stand-Alone NDA shall control.

10. Intellectual Property

Other than the limited rights and licenses expressly set forth in this Agreement, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to: (a) the Services, (b) the PEEKAST Properties, © the Marks, and (d) any other technology and software that we provide or use to provide the Services and the PEEKAST Properties, and all works derived from the foregoing. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in any of the foregoing.

Other than the rights and licenses expressly set forth in this Agreement, you reserve all right, title and interest (including all intellectual property and proprietary rights) in and to Your Content and your Applications. We shall not disclose Your Content, except: (a) if you expressly authorize us to do in connection with your use of the Services, and (b) as necessary to provide the Services to you, or to comply with the Agreement or the request of a governmental or regulatory body, subpoenas, or court orders.

In the event you elect to communicate to us suggestions for improvements to the Services or the PEEKAST Properties (collectively, "Feedback"), we shall own all right, title, and interest in and to the same, even if you have designated the Feedback as confidential, and we shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to us and agree to provide us such assistance as we may require documenting, perfecting, and maintaining our rights to the Feedback.

During and after the Term, you shall not assert, nor shall you authorize, assist, or encourage any third party to assert, against us or any of our customers, end users, vendors, business partners (including third party sellers on websites operated by or on our behalf), licensors, sub-licensees or transferees, any patent infringement or other intellectual property infringement claim with respect to the PEEKAST.

Properties, the Services, the Marks or any other technology and software that we provide or use to provide the Services and the PEEKAST Properties.

11. Representations and Warranties; Disclaimers; Limitations of Liability

You represent and warrant that you shall not use the Services, PEEKAST Properties, your Application or Your Content:

- A) in a manner that infringes, violates or misappropriate any of our rights or those of any third party,
- B) to engage in spamming or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations, including, without limitation, the CAN SPAM Act of 2003,
- C) in any manner that constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including, without limitation, software, algorithms or other data that is subject to export laws, and/or
- D) in a way that is otherwise illegal or promotes illegal activities, including without limitation, in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.
- E) that you are solely responsible for the development, operation, and maintenance of Your Content, including without limitation, the accuracy, security, appropriateness and completeness of Your Content and all product-related materials and descriptions,
- F) that you have the necessary rights and licenses, consents, permissions, waivers and releases to use and display Your Content,

- G) that Your Content (i) does not violate, misappropriate or infringe any of our rights or those of any third party, (ii) does not constitute defamation, invasion of privacy or publicity, or otherwise violate any rights of any third party, and (iii) is not designed for use in any illegal activity or to promote illegal activities including, without limitation, use in a manner that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex religion, nationality, disability, sexual orientation, or age, and
- H) that Your Content does not contain any unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

You represent and warrant that you shall not use, and shall not authorize any third party to use, any Public Software in connection with the PEEKAST Properties or Services in any manner that requires, pursuant to the license applicable to such Public Software, that any PEEKAST Properties or Services be: (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or © modifiable without restriction by recipients.

You represent and warrant that any Feedback contributed by or through you, in whole or in part: (a) does not contain third-party software or any software that may be considered Public Software, and (b) does not violate, misappropriate, or infringe any intellectual property rights of any third party.

"Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free, open source or community source software, or under similar licensing or distribution models.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site shall be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECTION YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT YOUR USE OF THE PEEKAST PROPERTIES, THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE PEEKAST PROPERTIES, THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PEEKAST NOR ANY PERSON ASSOCIATED WITH PEEKAST MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER PEEKAST NOR ANYONE ASSOCIATED WITH PEEKAST REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE SHALL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS SHALL BE CORRECTED, THAT THE SITE OR THE SERVER(S) THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT

THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE SHALL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, PEEKAST HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

In addition to the foregoing, we specifically disclaim all liability, and you shall be solely responsible for, the development, operation, and maintenance of your Application(s) (including any bundled Application (i.e., Applications displaying third party content or products) and for all materials that appear on or within your Application and you agree that you shall, without limitation, be solely responsible for:

- The technical operation of your Application and all related software, hardware and other equipment (i.e., items such as web cams, microphones, computers, and lighting),
- The accuracy and appropriateness of any materials posted on or within your Application (including, among other things, any third party product or service related materials),
- Ensuring that any materials posted within your Application are not illegal and do not promote illegal activities, including without limitation any activities that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age,
- Ensuring that your Application accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers,
- Any of your users' or customers' claims relating to your Application and/or any Services utilized in connection with your Application, and
- Your choice to utilize APIs, Sample Source Code and Libraries that may be made available on the Site, many of which may be provided by third parties and many of which we have not tested or screened in any way.

The Site and/or the Services may contain links to websites that are not under our control ("Third Party Sites"). We are not responsible for the contents or functionality of any Third Party Sites or any website that can be accessed via links on any Third Party Site. We provide these links to you as a convenience and the inclusion of any such links does not constitute or imply our endorsement or validation of any Third Party Site.

TO THE FULLEST EXTENT PROVIDED BY LAW, NEITHER PEEKAST, NOR ANY OF ITS AFFILIATES, OR OUR LICENSORS OR SERVICE PROVIDERS, OR OUR OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PEEKAST PROPERTIES, THE SITE, ANY WEBSITES LINKED TO IT, OR ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, GOODWILL, USE, OR DATA OR

OTHER LOSSES AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

In any case, our aggregate liability under this Agreement shall be limited to the amount actually paid by you to us hereunder for the Services.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Indemnification

You agree to indemnify, defend and hold us and our licensors, our business partners (including third party sellers on websites operated by us or on our behalf) and each of our and their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorney's fees), arising out of or in connection with any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Site, the Services and/or PEEKAST Properties in a manner not authorized by this Agreement, and/or in violation of the Acceptable Use Policy, Additional Policies, and/or applicable law, (b) Your Content and Applications, or the combination of either with other applications, content or processes, including but not limited to any claim involving infringement or misappropriation of third-party rights and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of Your Content, © your violation of any term or condition of this Agreement or any applicable Additional Policies, including without limitation, your representations, and warranties, or (d) you or your employees' or personnel's negligence or willful misconduct.

We agree to promptly notify you of any claim subject to indemnification; provided that our failure to promptly notify you shall not affect your obligations hereunder except to the extent that our failure to promptly notify you delays or prejudices your ability to defend the claim. At our option, you shall have the right to defend against any such claim with counsel of your own choosing (subject to our written consent) and to settle such claim as you deem appropriate, provided that you shall not enter into any settlement without our prior written consent and provided that we may, at any time, elect to take over control of the defense and settlement of the claim.

13. Notices

Except as otherwise set forth herein, notices made by us to you under this Agreement that are applicable to our customers generally (e.g., notices of updated fees, etc.) shall be posted on the Site.

Notices made by us under this Agreement for you or your Account specifically (e.g., notices of breach and/or suspension) shall be provided to you via the email address provided to us in your registration for the Services or in any updated email address you provide to us in accordance with standard Account information update procedures we may provide from time to time. It is your responsibility to keep your email address current and you shall be deemed to have received any email sent to any such email address, upon our sending of the email, whether or not you actually receive the email.

By creating an Account, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

For notices made by you to us under this Agreement and for questions regarding this Agreement or the Services, you may contact PEEKAST as follows:

support@peekast.com

and/or

PEEKAST MEDIA LLC
1057 NW 136th Ave.,
Miami, FL 33182, US.

All communications and notices to be made or given pursuant to this Agreement shall be in the English language

14. Miscellaneous Provisions

14.1. Governing Law and Jurisdiction

All matters relating to the Site and this Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in Austin, Travis County Texas, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14.2. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF

ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14.3. Third Party Activities

If you authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement, you shall be deemed to have taken the action yourself.

14.4. Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision shall be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

14.5. Waivers

The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

14.6. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.7. Entire Agreement

This Agreement incorporates by reference all policies and guidelines posted on the Site, including all Additional Policies, and constitutes the entire agreement between you and us regarding the subject matter hereof and supersedes any and all prior and contemporaneous representations, warranties, understandings, agreements, and communications between you and us, whether written or oral, regarding such subject matter.