

SVIEW

Publisher Agreement – Terms of Service

I. General

Hello and welcome! We here at SView are excited to provide you a mobile messaging platform that will enable you to share interactive content with your mobile phone customers (collectively the “**Recipients**” or individually the “**Recipient**”). You can provide your Recipients with text, images and links to other web based content via our interactive messaging system. Before we can get started, please take a moment to read through this agreement. It outlines, among other things, our Anti-Spam Policy, certain prohibited actions, our [Privacy Policy](#) and a number of other issues that are important to your use of our service.

This Publisher Agreement (the “**Agreement**”), and our Privacy Policy apply to you when you (1) view, access or otherwise use our web site located at www.sview.com (the “**Website**”) and/or (2) utilize the online services provided to you via our Website (our “**Service**”). The Website is owned and operated by SView USA, LLC (“**SView**”), with offices at 505 Montgomery St. 11th Floor, San Francisco, CA 94111, and for the purposes of this Agreement, the terms “we,” “us,” “our,” and “SView,” refer to SView USA, LLC. “You” refers to you, as a user of our Website and our Service. By checking the Agreement acceptance box, you represent that you are of legal age in your jurisdiction and that you have read, understand, and agree without limitation or qualification to be bound by both this Agreement and our Privacy Policy. If you do not agree to be bound by each of their terms and conditions, you will not have the right to access or otherwise use the Website and/or our Service, accordingly, please do not do so.

You agree that every time you access your User Account (defined below) or utilize our Service to send messages, you will be subject to the most recent version of this Agreement. The most recent version of the Agreement will be posted on our Website, and you should check the Agreement periodically for changes prior to using our Service. If you do not agree to our changes you may terminate your account with us and cease using our Service. This Website is intended for use by residents of the United States and all information, advertising and claims contained on the Website regarding our Service are valid only in and applicable only to the United States. If you reside outside of the United States and would like to use our Service to communicate with Recipients, please contact our international sales team at info@sview.com.

II. Anti-Spam Policy

We have a no tolerance spam policy. Our customer support team reserves the right (but not the obligation) to (1) actively monitor your Recipient list and distributions and (2) to immediately cut off your access to our Service if we determine that you are distributing Spam. As part of this policy, every message you send using our Service may automatically include a Stop instruction allowing your Recipients to “opt-out” of receiving further messages from you.

(a) What is Spam? For purposes of this Agreement, Spam is any unsolicited mobile text message. By only sending messages to those who have expressly indicated that they wish to receive them from you, you are following our accepted permission-based messaging guidelines.

(b) What constitutes consent? The recipients of your mobile text messages have been clearly and fully notified of the collection and use of their contact information and have given you prior consent to such collection and use.

(c) **What guidelines are users of the Service expected to follow?** Users of the Service agree to follow the guidelines of the Mobile Marketing Association Global Code of Conduct as found here: <http://www.mmaglobal.com/codeofconduct.pdf>.

III. Privacy Policy

In addition to this Agreement, your use of and access to both our Website and Service is also subject to our Privacy Policy. Our Privacy Policy contains additional terms relating to our potential collection, use and disclosure of your personal information. You agree that you have read, agreed to and understand our Privacy Policy.

IV. Your Account

(a) **Creating Your SView User Account.** In order to utilize our Service, you will be required to create a user account with the Website (a “**User Account**”). You are responsible for providing complete and accurate information when registering for a User Account. We reserve the right to deny registration of any individual or entity as a Publisher and to deny access to our Service to any individual.

(b) **Accessing, Editing and Protecting Your SView User Account.** You can access, edit and update your User Account information at anytime by clicking on “Login” at the top of the Website homepage at www.sview.com. Your User Account is personal to you, and you are responsible for all activities that are conducted through or in connection with your account. You must remember your User Account username and password, and you are responsible for maintaining the security of such information. If you become aware of any unauthorized access of your User Account or other breach of security, please notify us immediately, although we will not be liable for losses or damages caused by any unauthorized use of your User Account.

V. Use of the Service and Acceptable Content

For the benefit of the entire SView community and to comply with applicable laws, we have a few mandatory guidelines we require you to follow. Please understand that any conduct that violates these guidelines is grounds for termination of your User Account.

(a) **Your Rights to Provide Publisher Content.** Our Service provides you with the ability to transmit content to your Recipients, including without limitation, text, images and links to other web-based content (collectively, “**Publisher Content**”).

(b) **Limitation on Use.**

1. Our Service must only be used for lawful purposes;
2. You agree that you will not upload to our Website nor otherwise use ANY unauthorized third party lists of mobile phone numbers, or otherwise prepare or distribute unsolicited messages to non opted-in recipients using our Service;
3. You represent and warrant that you are and will continue to be in full compliance with all rules, laws and regulations applicable to your use of our Service. This includes, but is not limited to the Telephone Consumer Protection Act, the Telemarketing Sales Rule and the CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing Act) of 2003;
4. You represent and warrant that you own or have been granted the right to provide the Publisher Content for purposes of distributing such Publisher Content to your Recipients as contemplated herein;

5. We reserve the right to suspend or discontinue your access to our Service at any time.

(c) Recipients. In order to use our Service you must observe the following guidelines with respect to your Recipients:

1. You represent and warrant that your Recipients have given you their express permission or otherwise opted-in to receiving Publisher Content from you;
2. You agree that if a Recipient chooses to “opt out” of receiving your Publisher Content by affirmatively indicating that they do not wish to receive such Publisher Content you will not re-add that Recipient to your list of approved contacts to be used in connection with our Service;
3. You acknowledge that our software may automatically include a Stop instruction in each text message that allows Recipients to remove themselves from your distribution list(s) and that if a Recipient requests to opt-out, they will be removed from the Service.

(d) Prohibited Actions. We reserve the right to suspend or permanently terminate your use of our Service if you:

1. Take any action to interfere, disrupt or otherwise violate the regulations of the wireless networks we utilize to deliver your Publisher Content;
2. Take any action to gain unauthorized access to our Service, other accounts, computer systems or networks connected to our Service;
3. Use our Service to send messages to numbers associated with first responder services, such as hospitals, fire and police departments and 911 lines.

(e) Prohibited Publisher Content. We reserve the right to suspend or permanently terminate your use of our Service if you provide the following to your Recipients:

1. Pornography or illicitly pornographic sexual products, including but not limited to magazines, video and software; escort services; illegal goods; illegal drugs; illegal drug contraband; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons or to enable any acts of terrorism;
2. Promotional materials for items that are not appropriate for children under 18 years of age based on the general practices of your industry or the community that you serve without a clearly identifiable disclaimer stating the age limitation for consuming such content;
3. Offers of products or services frequently associated with unsolicited commercial email, a.k.a. spam, such as online and direct pharmaceutical sales, including but not limited to sexual well-being products;
4. Content that is grossly offensive or hurtful, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, threatening, harassing, libelous or otherwise objectionable content;
5. Content that divulge any private information about a person without that person’s permission (or their parents permission if under the age of majority);
6. Promotional materials for any products or services that are unlawful in the location at which the content is posted or received;
7. Content that introduces viruses, worms, harmful code and/or Trojan horses on the Internet;
8. Content that infringes upon the intellectual property rights or privacy rights of any third party, including trademarks, copyrights or rights of publicity;

9. Content that promotes, solicits or participates in pyramid schemes or illegal multi-level channel and/or network marketing businesses;
10. Content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.

VI. Fees and Payments

(a) Subscription Fees and Overages. We will charge a monthly subscription fee based on the package you've selected and any other additional fees you authorize to the charge or credit card account provided by you. Please note that if you send more messages than are permitted by your package, you will be charged on a per message basis. The additional charge will appear in the next billing cycle. By authorizing us to charge a credit card for the fees associated with your subscription, you are authorizing us to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs us of the new replacement card account) for all fees or charges associated with your User Account. Payment must be made by a major credit card accepted by us (currently American Express, VISA, MasterCard, and Discover), check, money order, or PayPal. Cash will not be accepted. You authorize the card issuer to pay any amounts described herein and authorize us to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full.

You agree to provide us updated information on your credit card upon our request and any time the information earlier provided is no longer valid. If payment is not received by us from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us. You, and not us, are responsible for paying any amount billed to your credit card by a third party that was not authorized by you.

WE RESERVE THE RIGHT, AT ANY TIME, TO CHANGE OUR FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT, OR SERVICES PROVIDED BY US.

(b) Automatic Renewal of Monthly Subscription. When you sign up online for our Service, your monthly subscription will be set to automatically renew upon its expiration. This means that unless you cancel your account or change its renewal settings prior to its expiration, your account will automatically renew each month. About Ten (10) days prior to your expiration date we will notify you via your User Account that your subscription is about to renew and remind you that your credit card will be billed the indicated fees on the renewal date. You may change your renewal settings via your User Account at any time. Please note, however, that unless we receive such changes at least three (3) business days prior to the end of your current subscription, the changes will not take effect until the end of your next subscription period.

(c) Account Information and Billing Inquiries. You may access your User Account for details on your account information including payment method and billing currency. We will send an electronic invoice to the email address associated with your User Account whenever any fees associated with our Service are charged to your account. If you believe you have been billed in error for our Service please notify us within 45 days of the billing date by contacting our customer support team at support@sview.com.

(d) Billing Changes. If the amount to be charged in a given month varies from the previous month, we will provide you notice of the variance at least 10 days prior to charging your credit card. You agree to accept notification of such charges to the email address associated with your User Account.

(e) **Termination.** You may terminate your User Account at any time. Your only right and remedy with respect to any dissatisfaction with our Service is to terminate this Agreement and your User Account including, without limitation, any dissatisfaction with (i) any terms and conditions of this Agreement, or any of our policies or practices in operating our Service or (ii) the amount or type of fees or billing methods, or any change thereof. When you terminate your subscription, your account will not be automatically renewed and your access will be terminated on the expiration date. You acknowledge that we, at our sole discretion, may terminate your ID, password, account (or any part thereof), use of our Service, or this Agreement as a whole if we believe that you have violated or acted inconsistently with the letter or spirit of the Agreement or our Privacy Policy. Upon termination of this Agreement, you shall have no further rights to use our Service. We may also at our sole discretion and at any time discontinue providing our Service, or any part thereof, with or without notice. You agree that we shall not be liable to you or any third party for any termination of your access to our Service.

(f) **Refunds.** All fees and charges paid by you in relation to our Service are nonrefundable, except as otherwise stated herein. If you did not intend for your subscription to automatically renew and you have not transmitted any Publisher Content during such renewal period, we will refund the applicable fees paid by you for such renewal period provided we receive such request within five (5) business days of the billing date for any such fees.

VII. Indemnification

You hereby agree to defend, indemnify and hold us, our business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents (collectively, the “**Indemnified Parties**”) harmless from and against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that (i) arises from any alleged breach by you of this Agreement or any representations, warranties and/or covenants contained herein, (ii) arises from the Publisher Content or effects of any messages you distribute using our Service, (iii) any relationships or dealings between you and your Recipients or (iv) otherwise arises from or relates to your use of our Service. In addition, you acknowledge and agree that the Indemnified Parties have the right to seek damages when you use our Service for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages.

VIII. Governing Law; Resolution of Disputes

In order to expedite and control the cost of disputes, you agree with us that any legal or equitable claim relating to this Agreement (referred to as “**Claim**”) will be resolved as follows:

(a) **Informal Resolution.** You hereby agree that you will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims involving any violation of the federal trademark or copyright laws, or for injunctive relief) for at least thirty (30) days after one of us notifies the other of a Claim in writing. We will send our notice to your billing address, with a copy via e-mail to your e-mail address. You will send your notice to SView USA, LLC, 505 Montgomery St. 11th Floor, San Francisco, CA 94111, Attn: Legal Department. Please note that this informal resolution procedure does not suspend any timeframe available to you to exercise a warranty right (if any) or any statutory limitation periods applicable to the bringing of a Claim. Additionally, please feel free to contact our customer support department by clicking [here](#). However, you agree that

contracting customer support shall not constitute providing us with legal notice. In order to give us legal notice, please use the address provided in Section XII(g) of this Agreement.

(b) Formal Resolution. If a Claim cannot be resolved informally, you agree to submit to personal jurisdiction in California and agree that any and all Claims you assert shall be exclusively brought in the appropriate state or federal court in the County of San Francisco, State of California, provided that neither you nor we shall be precluded from filing a Claim in small claims court for disputes within the small claims court jurisdictional level. Notwithstanding the foregoing, we shall be free to bring any Claims, at our discretion, in any court of competent jurisdiction.

(c) Jurisdictional Issues. This Agreement is governed in all respects by the substantive laws of the State of California and of the United States of America. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. This Website is controlled and operated from our offices at 505 Montgomery St. 11th Floor, San Francisco, CA 94111, and we make no representations that materials transmitted using our Service are appropriate or available for use in other locations. Those who choose to access the Website or our Service from other locations do so without our permission and are liable for any noncompliance with local laws. Access to the Website or our Service from any territory where the Publisher Content is illegal is prohibited. You may not use or export any of the Website or Service materials in violation of U.S. export laws and regulations.

(d) Disputes with Recipients. We are providing you with a service that allows you deliver Publisher Content to your Recipients. You acknowledge and agree that we are not responsible for the Publisher Content you choose to provide to any Recipient, and you explicitly acknowledge that any dispute arising among you and your Recipients over such provided Publisher Content will be resolved without us as a party.

(e) Remedies. Notwithstanding the foregoing, you acknowledge and agree that a breach or threatened breach of any covenant contained in this Agreement would cause irreparable injury, that money damages would be an inadequate remedy, and that we will be entitled to temporary and permanent injunctive relief, without the posting of any bond or other security, to restrain you from such breach or threatened breach, provided any such injunctive relief shall not be constructed as preventing us from pursuing any and all remedies available to it, including the recovery of monetary damages from you.

IX. Ownership and Copyright Protection

(a) What is Owned by SView. SView and its licensors are the owners of the content of the Website. Such content is protected by United States and foreign copyright laws. The SView logo and all associated trademarks and logos used herein are trademarks of SView USA, LLC. Other company and product names used herein are properties of their respective owners. All rights reserved. Our intellectual property may be used publicly only with our permission. Fair use of the trademarks and service marks requires proper acknowledgment in accordance with the above copyright and trademark notice.

(b) What you Own. You and not SView are the owner of the Publisher Content. You hereby grant us a non-exclusive license to use, perform, copy, distribute, display, and archive and store such Publisher Content for purposes of performing the Services and maintaining our records.

(c) Accuracy of Information. YOU ACKNOWLEDGE THAT WHEN YOU TRANSMIT PUBLISHER CONTENT USING OUR SERVICE, SUCH PUBLISHER CONTENT HAS BEEN CREATED BY YOU OR IS OWNED BY THIRD PARTIES FROM WHOM YOU HAVE RECEIVED THE RIGHT TO RESELL OR DISTRIBUTE SUCH PUBLISHER CONTENT, AND THAT WE ARE NOT RESPONSIBLE FOR THE ACCURACY, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS RELATING TO ANY

SUCH PUBLISHER CONTENT. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST US WITH RESPECT TO ANY AND ALL PUBLISHER CONTENT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

X. Copyright Infringement

(a) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe that content provided using our Service infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C. 512) (“DMCA”) by providing our designated agent with the following information in writing:

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated copyright agent for receipt of notifications of claimed infringement is:

SView, LLC
Attention: Legal Support-DMCA Complaints,
100 Wilshire Blvd., Ste. 1200
Santa Monica, CA 90401
(800) 328-4138
rd@cappellocorp.com

Only DMCA notifications in accordance with this Section should be submitted to our copyright agent. If you require customer assistance or need to contact us for any other purpose, please contact us using the information specified in Section XII(g) below.

(c) Counter-Notices. If you believe that the content you provided is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your content or materials, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in the State of California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the Content Provider, then we may (at our discretion) allow the content to be transmitted using our Service in 10 to 14 business days or more after receipt of the counter-notice.

XI. Disclaimers and Limitation of Liability

(a) No Express or Implied Warranties. OUR WEBSITE AND SERVICE ARE PROVIDED "AS IS" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS AS TO HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY DEPENDING ON YOUR PLACE OF RESIDENCE.

WE ARE NOT LIABLE FOR ANY DELAY OR FAILURE TO PERFORM RESULTING FROM ANY CAUSES BEYOND OUR REASONABLE CONTROL. AS SUCH, WE ARE NOT LIABLE FOR ANY ACTS OR OMISSIONS BY ANY OTHER PARTY FURNISHING A PORTION OF OUR SERVICE (INCLUDING, BUT NOT LIMITED TO, WIRELESS CARRIERS). WE DO NOT WARRANT THAT OUR SERVICE WILL BE CONTINUOUS AND UNINTERRUPTED, SECURE OR ERROR OR VIRUS FREE, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF OUR SERVICE. USE OF OUR SERVICE AND ANY RELIANCE BY YOU UPON OUR SERVICE IS AT YOUR SOLE RISK. THIS INCLUDES ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE. WE WILL USE COMMERCIALY REASONABLE EFFORTS TO PROCESS THE CONTENT YOU PROVIDE CORRECTLY AND DELIVER IT TO THE APPLICABLE NETWORK FOR FINAL DISTRIBUTION TO THE RECIPIENTS. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF OUR SERVICE.

(b) Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU FOR PERSONAL INJURY, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OR INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL OR LOST PROFITS), UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE, EVEN IF WE HAVE BEEN ADVISED OF THE RISK OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT OUR LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT OF THE MONTHLY SUBSCRIPTION FEE WE COLLECT FROM YOU.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR YOUR USE OF OUR WEBSITE, OUR SERVICE OR STORAGE, DISPLAY OR TRANSMISSION OF ANY PUBLISHER CONTENT OR FOR YOUR OR ANY THIRD PARTIES' DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR

JURISDICTIONS THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW, THEREBY MINIMIZING OUR LIABILITY TO YOU TO THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW

XII. Miscellaneous

- (a) **Suggestions and Feedback.** We welcome feedback or inquiries about our services. However, if you elect to provide any feedback or comments of any nature to us, all of such feedback and comments shall be our sole and exclusive property and we will have the right to use such feedback in any manner and for any purpose at our discretion without remuneration, compensation or attribution to you, provided that we are under no obligation to use such feedback.
- (b) **Right to Assign.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned or delegated by us, in whole or in part, without restriction.
- (c) **No Agency.** No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind us in any respect whatsoever.
- (d) **Interpretation and Entire Agreement.** This Agreement, together with our Privacy Policy, form the complete and exclusive agreement between you and us, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between you and us relating to the subject products. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions.
- (e) **Consumer Rights Notice.** Under California Civil Code Section 1789.3, California users of the Website and/or Service receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at 1-800-952-5210.
- (f) **For Parents.** This Website is not intended for children or persons under the age of 18. Control tools are available from online services and software manufacturers that can help provide a safe online environment for kids. You can find out about software that protects your kids at <http://www.ftc.gov/bcp/edu/pubs/consumer/tech/tec08.shtm> and at <http://kids.getnetwise.org/tools/>.
- (g) **Contact Us.** If you have any questions, comments or concerns about these Terms of Use and/or the Website, you may send an inquiry to: info@sview.com. However, please note that communications made through the Website's e-mail and messaging system shall in no way be deemed to constitute legal notice to us or any of its officers, employees, agents or representatives, such as where notice to us is required by contract, or any federal, state or local laws, rules or regulations. You may provide legal notice to us at:

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