

# Lighthouse Media, LLC

Terms and Conditions [last updated on April 1, 2018.

## **1. Scope of Use / Applicability**

**1.1** These Terms and Conditions govern your use of the website(s), blog(s), forum(s), downloadable guide(s), and any and all other Lighthouse Media data, in any format (“the Lighthouse Platforms”), as well as any associated content, communications, tools, features, functionality, and services, whether you are required to register or log-in to gain access to them.

**1.2** Lighthouse Media products or services provided to you may also be governed by additional terms and conditions included in Master Service Agreement(s) and / or Scope of Work Agreement(s) (“Other Applicable Agreements”). To the extent that the terms and conditions of any other Applicable Agreement(s) conflict with these Terms and Conditions, the terms and conditions of the Other Applicable Agreement(s) shall control. These Terms and Conditions shall supplement the terms and conditions of the Other Applicable Agreement(s) to the extent that they do not directly conflict with them. Lighthouse Media reserves the right, in its sole discretion, to modify any and / or all of these Terms and Conditions at any time, and shall note that a modification was made by referencing the date of last update of the Terms and Conditions at the top of this Terms and Conditions document.

**1.3** By accessing Lighthouse Media’s website(s), blog(s), forum(s), downloadable guide(s), and any and all other Lighthouse Platforms, you acknowledge your acceptance of these Terms and Conditions, including any modifications made by Lighthouse Media thereto. Your failure to comply with these Terms and Conditions may result in restriction, suspension, or termination of your access to any / all of the Lighthouse Platforms, at Lighthouse Media’s sole discretion, and without any prior notice to you.

**1.4** Your private data (i.e. log-in, password, and non-public activity) are subject to Lighthouse Media’s privacy policy, which you may review in full any time at [mscloudlicensing.com](https://mscloudlicensing.com). You acknowledge that through your use of the Lighthouse Platforms, you consent to the collection, storage, and use of information as provided in the Privacy Policy.

**1.5** In consideration of your use of the Lighthouse Platforms, you represent, warrant and covenant to Lighthouse Media that:

(a) If you access the Lighthouse Platforms in your capacity as an employee, owner, or otherwise as an agent or representative (even as an independent contractor) of another person or entity, you agree on behalf of yourself and such person or entity, jointly and severally, to be bound by these Terms and Conditions

(b) You are at least 18 years old, you are competent, and you have the capacity and authority necessary to enter into, and perform your obligations under, the Terms and Conditions (including on behalf of such person or entity, if applicable), and you are not a person barred from accessing the Lighthouse Platforms under the laws of the United States or any other applicable jurisdiction.

## Lighthouse Media, LLC

(c) You will comply with all applicable laws, rules and regulations of all applicable jurisdictions in connection with your access to, and use of, the Lighthouse Platforms.

### **2. Intellectual Property Ownership**

You acknowledge and agree that the tools and applications, data and other information, content (including its selection and arrangement), blog posts, downloadable guides, services and software (including all text, logos, photographs, graphics, images, video, audio, illustrations, software, html, source and object code, algorithms, business logic, modules, programs, links and other materials), product names, logos, designs, titles, and certain words or phrases, in each case displayed on, transmitted through, or accessed or used on, within, or in connection with the Lighthouse Platforms (all of the foregoing, collectively, "Platform Content"), are intellectual property protected by copyright, trademark or other proprietary rights of Lighthouse Media or its licensors, suppliers or other designees, which rights may or may not be registered in certain jurisdictions. You acknowledge and agree that Lighthouse Media reserves and retains, for itself and such third parties, as applicable, all intellectual property and other proprietary rights of any and all kinds in connection with the Platform Content. You also agree to comply with any additional copyright notices, information, or restrictions contained in any Platform Content available on or accessed through any Platform Content, and specifically agree to refrain from reproducing or disseminating any downloadable guide to any third party not covered by these Terms and Conditions.

### **3. Registration and Profile Creation.**

You will be required to register for the Lighthouse Platforms by providing profile and contact information. You shall provide and maintain true, accurate, current and complete information about yourself in the registration process, as prompted by the Platform's registration form. You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information or name, likeness, voice, image or photograph. If you provide (or Lighthouse Media has reason to suspect that you have provided) any information that is untrue, inaccurate, not current, or incomplete, or there is unauthorized use of your user registration, or if Lighthouse Media suspects fraudulent or abusive activity, then Lighthouse Media reserves the right, among other remedial options, to suspend or terminate your current or future use of or access to any or all of the Lighthouse Platforms, at its sole discretion, and without prior notice to you. Your account is for your sole, personal use; you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You agree to take all reasonable steps to protect the Lighthouse Platforms from unauthorized access or use. You are solely responsible for the security of your user registration and password, and will be solely liable for any use or unauthorized use under same. You agree to fully cooperate with Lighthouse Media in any fraud investigation, and use any reasonable fraud prevention measures that Lighthouse Media may prescribe. Failure to cooperate will result in your liability for all fraudulent usage.

#### **4. Forum Posts and Blog Comments.**

Certain Lighthouse Platforms permit you and other authorized users to post, submit, upload, transmit or otherwise make available comments, questions, answers, opinions, reviews, content, links, information (including profile information), communications and/or other material (each, a “Post”), all of which must comply with and are subject to these Terms and Conditions.

**4.1** By making Posts, you are consenting to Lighthouse Media’s display of them to all users of the applicable Platform (including those who are not logged in, or registered to participate in, the Platform), and to feature them on other Lighthouse Platforms.

**4.2** You hereby grant to Lighthouse Media and its designees, an unrestricted, perpetual, irrevocable, worldwide, non-exclusive, freely sub-licensable and transferable, fully paid-up, royalty-free license (“Posts License”) and right (but not obligation) to (i) Use your Posts (including the ideas embodied therein) and (ii) use your name, user/log-in name, likeness, biographic and other profile information about you in connection with any use of your Posts, in each case without payment or other additional consideration of any kind, or permission or notification, to you or any third party, and without crediting you. “Use” means, without limitation, the irrevocable right to publish, copy, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license or otherwise use or exploit your Posts, or portions thereof, alone or with other material, with or without revisions, without notice and without obligation, payment, accounting, or other reference or attribution to you or any other person or entity, in the name of Lighthouse Media or its designees throughout the world in perpetuity in any and all media now or hereafter known and for any purpose, without obtaining further permission from you or any other person or entity.

**4.3** Without limiting the foregoing, you also hereby permit Lighthouse Media and its designees to use portions of your Posts, to modify or re-write any of your Posts, and/or to incorporate other materials, either created by Lighthouse Media and/or its designees or licensed from third parties (any of the foregoing, “Edits”), with the Posts, and all resulting Edits and/or derivative works (including, in each case, all intellectual property and proprietary rights therein) shall be owned by Lighthouse Media and/or such designees and not subject to your approval or payment by Lighthouse Media or any other party of any compensation to you.

**4.4** The Posts License applies whether or not the Posts are or could be protected under applicable intellectual property laws, such as the copyright, trademark or patent laws of or within the United States or any other applicable countries or jurisdictions. You acknowledge and agree that you are receiving good and valuable consideration for the rights you are granting herein, such consideration is adequate, satisfactory, and complete, and includes your right to access and use the Lighthouse Platforms in accordance with these Terms and Conditions. To the maximum extent permitted by law, you hereby waive all moral rights, rights of attribution, rights of privacy and rights of publicity in your Posts that may be available to you in any part of the world. You hereby confirm that no such rights have been or will be asserted.

**4.5** You further acknowledge and agree that your Posts do not contain confidential or proprietary information, the relationship between you and Lighthouse Media is not a confidential, fiduciary,

## Lighthouse Media, LLC

partnership, or other special relationship, and Lighthouse Media is not under any obligation of confidentiality, privacy, secrecy or use restriction of any kind, express or implied, with respect to your Posts, all of which may be used by Lighthouse Media under the Posts License or any applicable assignment made pursuant to an agreement between Lighthouse Media and you or your employer, and without any further obligation to you.

**4.6** Lighthouse Media may be considering, contemplating or developing the same or a similar idea (and/or related products, services, concepts, systems or techniques) to one or more ideas (and/or products, services, concepts, systems and/or techniques) reflected in your Posts submitted on an Lighthouse Platform, whether before, at the time of, or following your submission. Without limiting the Posts License in any respect, you hereby waive any and all claims you may have had, may have currently, and/or may have in the future, that any ideas or materials accepted, reviewed and/or used by Lighthouse Media and its designees (and/or any related products, services, concepts, systems and/or techniques) in any way (i) may be similar to or unlawfully or otherwise improperly compete with your Posts or any of the contents thereof or (ii) violate any obligation of Lighthouse Media to you or any other person or entity that in any way is alleged to arise from or relate to your Posts or any of the contents thereof.

**4.7** You represent and warrant to Lighthouse Media that you are authorized to grant all rights pursuant to the Posts License and, further, your Posts: (i) are truthful and accurate, and contain solely original content owned by you, content for which you have received express permission from the owner and have provided proper attribution to same, or content in the public domain (and you assume all responsibility for making such determinations and acquiring all necessary authorizations and approvals related to your Posts); (ii) do not violate and will not violate the rights of any third party or any local, state, national or foreign law, including any right of publicity, right of privacy, confidentiality or any other contractual or proprietary right, including patent, trademark, copyright and trade secret rights; (iii) disclose all affiliations or relations necessary so that such Posts are not deceptive or misleading (for example, if you are commenting upon a company and work for that company, then this should be disclosed); and (iv) comply with all other provisions of this Agreement. You hereby agree to indemnify, defend, and hold harmless Lighthouse Media for any third party claims arising out of your Posts.

## **5. Managing Posts.**

**5.1** Lighthouse Media is under no obligation to review any Posts by users and shall have no responsibility or liability relating to any such Posts or the conduct of any user submitting Posts of any nature. However, Lighthouse Media reserves the right, in its sole discretion, without obligation and without notice or liability, to (or elect not to) delete, move or edit any Posts or other content that it may determine is or may be unlawful or a violation of this Agreement or any other Lighthouse Media policy or agreement with Lighthouse Media, or otherwise contains errors or omissions or is unacceptable or inappropriate for any reason. (With respect to copyrighted content, see also Section 11 regarding DMCA notices.)

**5.2** Lighthouse Media does not guarantee that individuals making Posts or otherwise participating in any Community are who they represent themselves to be, nor does Lighthouse Media endorse, represent or validate, or have any responsibility or liability for, the content, accuracy or reliability

## Lighthouse Media, LLC

of, or the statements, assertions, views or opinions expressed in, any Posts, and you acknowledge that any reliance upon same shall be at your sole risk.

### **6. Use of Lighthouse Platforms.**

#### Certain General Terms and Use Restrictions

**6.1** Lighthouse may change, suspend or discontinue all or any aspect of any Platforms (including the Communities) at any time, including the availability of any feature, database, or Platform Content, without prior notice or liability. Information available in Communities and on other parts of the Platform(s) does not, and should not be relied upon to replace the advice of your own professional legal, tax and financial, or medical advisors. (See also Section 9 for certain further disclaimers and limitations of liability.)

**6.2** You shall not:

- (a) access the Lighthouse Platforms (or any portion thereof) by any means other than through an interface that is provided by Lighthouse Media for such purpose;
- (b) resell use of, or access to, the Lighthouse Platforms to any third party;
- (c) adapt, translate, reverse-engineer, decompile or disassemble, in whole or in part, any Platform Content;
- (d) copy, reproduce, duplicate, download, store, modify, publish, transmit, re-license, transfer or sell, reproduce, create derivative works from, distribute, perform, post, display, or in any way commercially use or exploit any of the Lighthouse Platforms, or any access thereto, in whole or in part;
- (e) install, upload, post or otherwise facilitate the introduction of a virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or any other computer code, file, or similar program that is harmful, invasive or otherwise intended to damage or hijack the operation of any hardware, software, or telecommunications equipment;
- (f) otherwise interfere with or disrupt the operation of, or the servers or networks that provide, the Lighthouse Platforms (or any portion thereof), including the operation or normal flow of communication and dialogue on any Community; produce a volume of Posts in a given period of time that a single human cannot reasonably manually produce in the same period by using a conventional on-line web browser uploading Posts one at a time; cause a screen to scroll faster than other users are able to type, or otherwise take any action which adversely affects the ability of other users to engage in real time activities on any Community;
- (g) remove any copyright, trademark, patent or other proprietary rights notice on any Platform;

## Lighthouse Media, LLC

(h) use any robot, spider, search/retrieval application, or other manual or automatic device or technique to extract, “scrape,” collect, retrieve, index, “data mine,” copy, catalog, download or otherwise reproduce, store or distribute information or content available on any Lighthouse Platform (including information about other individuals or companies using the Lighthouse Platforms or any portion thereof) or in any way reproduce or circumvent the navigational structure or presentation of the Lighthouse Platforms (or any portion thereof, including any Community).

### Certain Additional Restrictions on Use of Communities

**6.3** You are prohibited from accepting any compensation from any third party for placing any content in a Post and / or from making Posts containing any content (or any link to any content) which:

(a) is vulgar, profane, obscene, pornographic, harmful, hateful, abusive, harassing or threatening, libelous, defamatory, false or misleading, or promotes violence, discrimination (whether based on gender, sexual orientation, religion, race, ethnicity, nationality, disability or age), promotes or facilitates religious or political organizations or illegal activities or otherwise contains materials that Lighthouse Media considers objectionable or inappropriate;

(b) impersonates others or contains personal information about any person or competitive business information about another business or company;

(c) contains unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation, except that within a Community Lighthouse Media may, in its sole discretion, permit you to submit Posts with information about your business, including a link to your company website, as long as such information is related to the applicable content topic and otherwise complies with these Terms and Conditions;

(d) contains or launches or provides links or access to software or other applications that may be harmful to another user’s computer or could circumvent, disable or otherwise interfere with security features of the services or features that prevent or restrict use or copying of any content or enforce the Terms and Conditions;

(e) contains viruses or other contaminating or destructive features, or software that could disrupt, damage, disable, burden or impair any Community, any Lighthouse Platform, or any portion thereof; or

(f) infringes any copyright, trademark, patent or trade secret or otherwise violates any obligation of confidentiality, the intellectual property, privacy, publicity, moral or any other right of any third party, or any applicable law, rule or regulation.

## **7.** Links to External Sites.

The Lighthouse Platforms may contain links to, or otherwise point to, sites on the Internet or other electronic or digital media which are owned and operated by third parties (“External Sites”). You

## Lighthouse Media, LLC

acknowledge that External Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions (“External Site Terms”) that differ from the provisions which apply to the Lighthouse Platforms, and Lighthouse Media is not responsible for, and expressly disclaims any and all liability for or related to, the availability of, or the content located on or through, any External Site, its External Site Terms, or any Losses (as defined in Section 8.1) that may arise or result from your navigation to or use of any External Sites. You should contact the administrator or webmaster for those External Sites if you have any concerns regarding the links to them, the content located on such External Sites, or their External Site Terms.

### **7.1 Publisher Use Rights**

You should review and follow any and all applicable Microsoft Use Rights, found at the link below, while accessing Lighthouse Platforms.

<https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>

### **8. General Release and Indemnification; Other Relief.**

**8.1** You hereby release and agree to indemnify, defend and hold harmless Lighthouse Media, its affiliates, and all of their respective officers, directors, owners, agents, suppliers, licensors and assigns (collectively, the “Lighthouse Parties”) from and against any and all claims, liabilities, obligations, losses, damages, penalties, demands, actions, suits, judgments, settlements, costs and expenses (including administrative costs, investigatory costs, litigation and settlement costs and experts’, auditors’ and attorneys’ fees and disbursements) of whatever nature (any of the foregoing, “Losses”), whether incurred by or issued against any Lighthouse Party, in connection with (i) your Posts, (ii) the use of your Posts by any Lighthouse Party for any purpose in accordance with these Terms and Conditions, (iii) any use or alleged use of any Lighthouse Platform, or any violation or alleged violation of applicable law or a third party’s rights, in each case by you or under your user name by any person or entity, whether or not authorized by you. Lighthouse Media reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with Lighthouse Media’s defense of such claim.

**8.2** You acknowledge that Lighthouse Platforms contain data that is highly proprietary and confidential in nature, that is protected by applicable intellectual property and other laws, and that unauthorized copying, transfer, or use may cause the Lighthouse Parties and/or their suppliers and licensors irreparable injury that cannot be adequately compensated for by means of monetary damages. You agree that any breach of these Terms and Conditions may be enforced by the Lighthouse Parties by means of equitable relief (including injunctive relief), in addition to all other available rights and remedies.

### **9. Disclaimer of Warranties; Limitation of Liability.**

**9.1** THE LIGHTHOUSE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. ALL DATA, INFORMATION,

## Lighthouse Media, LLC

TOOLS, AND OTHER CONTENT MADE AVAILABLE THROUGH ANY PLATFORM ARE PROVIDED STRICTLY “AS IS” AND “AS AVAILABLE,” AND NO LIGHTHOUSE PARTY SHALL BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER TO YOU OR ANY THIRD PARTY FOR ANY DELAYS, OMISSIONS, INACCURACIES, OR DELAYS OR FAILURES TO PROVIDE UPDATES OR CORRECTIONS, IN CONNECTION THEREWITH OR WITH ANY RESULTS OBTAINED THEREFROM. THE LIGHTHOUSE PARTIES CANNOT AND DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, SECURITY, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATA, INFORMATION, TOOLS, OR OTHER SERVICE CONTENT MADE AVAILABLE THROUGH ANY PLATFORM, OR THAT THE PLATFORM(S) OR THE SERVER(S) ON WHICH THE PLATFORM(S) IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, WILL MEET YOUR REQUIREMENTS, OR CAN BE RELIED UPON IN ANY RESPECT. NO LIGHTHOUSE PARTY SHALL BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR INJURY CAUSED, IN WHOLE OR IN PART, BY ITS NEGLIGENCE OR OMISSION IN PROCURING, COMPILING, CALCULATING, INTERPRETING, EDITING, WRITING, REPORTING, TRANSMITTING, OR DELIVERING ANY INFORMATION, DATA, OR OTHER CONTENT THROUGH ANY PLATFORM, OR FOR ANY DELAY OR INTERRUPTION IN CONNECTION THEREWITH. IN NO EVENT SHALL ANY LIGHTHOUSE PARTY BE LIABLE IN ANY RESPECT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM, TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR SUCH OTHER PERSON OR ENTITY IN RELIANCE UPON ANY CONTENT, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER FORM OF DAMAGES WHATSOEVER, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO ANY PLATFORM AND/OR ANY PLATFORM CONTENT, INCLUDING LIABILITY OR DAMAGES FOR LOST PROFITS OR GOODWILL, DAMAGES RESULTING FROM INCONVENIENCE, LOSS OF DATA OR LOSS OF USE OF THE PLATFORM(S), OR ANY OTHER LIABILITY OR DAMAGES, WHETHER TANGIBLE OR INTANGIBLE, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE USE OF OR PERFORMANCE OF THE SERVICE, IN EVERY SUCH CASE EVEN IF ANY LIGHTHOUSE PARTY HAS BEEN ADVISED OF (OR OTHERWISE MIGHT HAVE ANTICIPATED) THE POSSIBILITY OF SUCH DAMAGES. THE PLATFORM(S) (INCLUDING ALL OR PART OF ANY COMMUNITY OR ANY OTHER PORTION OF THE PLATFORM(S)) MAY BE DISCONTINUED, LIMITED OR MODIFIED, TEMPORARILY OR PERMANENTLY, IN THE SOLE AND ABSOLUTE DISCRETION OF LIGHTHOUSE MEDIA, AT ANY TIME AND FOR ANY REASON, WITHOUT NOTICE AND WITHOUT LIABILITY ON THE PART OF ANY LIGHTHOUSE PARTY TO ANY PERSON OR ENTITY. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIGHTHOUSE PLATFORMS, THE ACCURACY AND COMPLETENESS OF THE PLATFORM(S) CONTENT (INCLUDING POSTS ON COMMUNITIES, WHETHER BY LIGHTHOUSE MEDIA PERSONNEL OR THIRD PARTIES), AND YOUR USE OF AND RELIANCE ON THE PLATFORM(S) AND THE PLATFORM(S) CONTENT, IS ASSUMED SOLELY BY YOU.



## Lighthouse Media, LLC

**9.2** WITHOUT LIMITING SECTION 9.1 IN ANY RESPECT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE LIGHTHOUSE PARTIES TO YOU AND/OR YOUR COMPANY (IF APPLICABLE) FOR ANY LOSSES (AS DEFINED IN SECTION 8.1) IN ANY WAY ARISING FROM OR RELATING TO YOUR USE OF THE PLATFORMS OR ANY PLATFORM CONTENT OR TO ANY USE OR EXPLOITATION OF YOUR POSTS OR RIGHTS THEREIN FOR ANY PURPOSE (COMMERCIAL OR OTHERWISE) EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000.00).

**9.3** WITHOUT LIMITING SECTION 9.1 OR 9.2 IN ANY RESPECT, TO THE EXTENT THAT ANY OF THE LIMITATIONS OR EXCLUSIONS SET FORTH IN SUCH SECTIONS ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, THE LIABILITY OF THE LIGHTHOUSE PARTIES UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

### **10. Miscellaneous.**

These Terms and Conditions shall be construed in accordance with the laws of the State of Missouri, USA (and applicable U.S. federal law), without regard to conflicts of law principles, and the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in Saint Charles County in the State of Missouri, USA. The Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all other previous written or oral agreements between the parties with respect to such subject matter. All provisions hereof shall survive any termination of this Agreement as well as any other revisions which by their terms or sense are intended to survive. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. 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. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you, on your behalf or for your benefit arising out of or related to these Terms and Conditions, or use of the Lighthouse Platforms, must be filed within one year after such claim or cause of action arose or be forever barred. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. As used herein, “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import. Lighthouse Media reserve the right to require you to sign a non-electronic version of this Agreement. You acknowledge that this Agreement constitutes a business-to-business, commercial transaction, and is not made for consumer purposes.

### **11. Digital Millennium Copyright Act (“DMCA”) Notice.**

Materials may be made available via Lighthouse Platforms by third parties not within the control of Lighthouse Media. Lighthouse Media is under no obligation to, and does not, scan content used in connection with the Lighthouse Platforms for the inclusion of illegal or impermissible content. However, Lighthouse Media respects the copyright interests of others. It is Lighthouse Media’s policy not to permit materials known to infringe another party’s copyright to remain on the Service.

## Lighthouse Media, LLC

In addition, Lighthouse Media responds to notices of alleged copyright infringement in accordance with the DMCA's safe harbor provisions. If you believe, in good faith, that any materials on any Lighthouse Platform infringe a copyright, you may provide Lighthouse Media with written notice that at a minimum contains the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification 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.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Lighthouse Media to locate the material.
4. Information reasonably sufficient to permit Lighthouse Media to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has 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.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## Lighthouse Media, LLC

Please read this policy and if you have any questions contact us.

By using the site you consent to the collection, use and disclosure of your personal information in accordance with this policy.

Lighthouse Media, LLC is committed to protecting your privacy. This privacy policy tells you about our online collection, use and disclosure of personal information. The terms of this policy apply to all personal information collected by Lighthouse Media on the website MSccloudlicensing.com and other Lighthouse media owned websites.

This site is operated by Lighthouse Media, LLC ("Lighthouse Media"), and may be accessed in the US and abroad. For personal information protection purposes in the European Union, Lighthouse Media is the controller and, unless otherwise noted, is also the processor of the personal information.

### 1. Collection of Your Non-Personal and Personal Information

Lighthouse Media collects certain kinds of non-personal information, such as the website that referred you to us, browser type and language, and access times. We also may collect navigational information, including information about the pages you view, the links you click, and other actions taken in connection with the site. Limited demographic information, such as the industry you work in, may also be collected and may be linked to your personal information.

We only collect personal information about you after you have provided us with your consent to collect that specific information.

### 2. Personal information includes:

- a. information collected when you register or visit the site including your member name and password, your name, your mailing address, email address, IP address and phone number.
- b. information collected when you make a purchase including your credit card number and billing address.

### 3. Use of Your Personal Information

Lighthouse Media collects and uses your personal information to:

- create and manage your membership account;
- process your transactions;

## Lighthouse Media, LLC

- provide customer service;
- perform research and analysis aimed at improving our products, services and technologies, including sending you surveys;
- to display content that is customized to your interests and preferences;
- to run contests, select entrants, and choose prize winners;
- to run Interactive Areas;
- to communicate with you about your transactions, new products and services including transaction-related communications such as welcome letters, billing reminders, and purchase confirmations; and
- we may also send you marketing emails to inform you of new products or services or other information or offers that may be of interest. These marketing emails may come from Lighthouse Media or any of its divisions, affiliates or subsidiaries

Personal information collected by Lighthouse Media and its affiliates may be stored and processed in US or any other country in which Lighthouse Media or affiliates, subsidiaries or agents maintain facilities, and by providing us with your personal information and using our sites or services, you consent to any such transfer of information outside of your country.

### 4. Disclosing and Sharing Your Personal Information

**Sharing Information:** We aggregate profile information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for marketing, promotional, and other purposes. Except for the specific instances of information-sharing described above, we do not disclose to third parties any information that could be used to identify you personally.

Aggregated user statistics (for example, 25% of our users are interested in CSP) are collected in order to describe our services to prospective partners and other third parties, and for other lawful purposes.

We may disclose your personal information to third-party service providers who perform services on our behalf. For example, we may hire other companies to handle the processing of payments, to provide data storage, to host websites, to fulfill orders and shipments, to assist in marketing, to conduct audits, etc. Those third-party service providers (i) shall be permitted to obtain only the personal information they need to provide the service, (ii) must protect personal information to the same extent as Lighthouse Media, and (iii) shall be prohibited from using it for any other purpose.

Information about our customers, including personal information, may be disclosed as part of any merger, acquisition, or sale of the company and/or its assets, as well as in the unlikely event of insolvency, bankruptcy, or receivership, in which personal information would be transferred as one of the business assets of the company. We reserve the right to disclose your personal information if required or permitted to do so by law.

### 5. Consent of Your Personal Information

By submitting personal information to us, you acknowledge and agree that you have consented to the collection, use and disclosure practices set out in this Privacy Policy as they relate to your personal information.

### 6. Use of Cookies and Other Technologies

Lighthouse Media uses "cookies" to enable you to sign in to our services and to help personalize and improve your online experience. A cookie is a small text file that is placed on your hard drive or device. Cookies contain information, including personal information that can later be read by a web server in the domain that issued the cookie to you. The information that cookies collect includes the date and time of your visit, your registration information, session identification number and your navigational history and preferences.

Cookies offer you many conveniences:

- They allow us to identify registered users when they return to the site so that they can retrieve previous image search results, access lightboxes, shopping carts, and view their previous invoices.
- Cookies also save you time by eliminating the need to repeatedly enter the same information.
- Cookies allow us to deliver personalized content to you, including search results and targeted advertising.
- Cookies help to protect your security by checking your login details and may help prevent fraud.
- Cookies remember your preferences when using the site.
- Cookies also identify particular customers in the event such customer would like assistance from a live, online customer service representative.

We strive to make this site user-friendly and relevant. Our goal is to deliver more personalized products and

## Lighthouse Media, LLC

services to you. For this purpose, Lighthouse Media also works with third party partners who use cookies on our site to:

- Measure and analyze aggregate usage and volume statistical information from our users on our site. Information gathered may include, but is not limited to the following: activity of the user browser when the user is visiting the site, the site path of users, general information regarding the visitor's internet service provider and host, and the time users come to the site.
- Remember our users' previous search of products and services, and dynamically display more relevant content to them.
- Record users' behavior on our site, such as pages visited, emails clicked, forms completed and products and services purchased to create customized advertisements and communications that better meet your needs.
- Evaluate user traffic and behavior on the site to compile activity reports for our internal use only.
- Conduct research and diagnostics to improve our products and services.
- Identify users arriving at the site via a referral from an affiliate website or sponsored link.

This privacy policy covers the collection of information and use of cookies by Lighthouse only, and does not cover the use of cookies or other technologies by third parties to collect information.

In addition to cookies, we may use other technologies, including single-pixel gifs (also known as web beacons) on our websites and in promotional e-mail messages or newsletters. Web beacons allow us to measure the actions of a user opening the page that contained the web beacon. We use web beacons to assist us in determining how many users have visited certain pages or opened messages or newsletters, improve user experience and manage site

## Lighthouse Media, LLC

content. When you click on a link on a page with a web beacon, we may record your response to customize our offerings to you.

You have the ability to accept or decline cookies. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. Please be aware that the site is optimally designed to operate with cookies enabled in your internet browser. If you choose to decline cookies, you may not be able to sign in or use other interactive features of our sites and services that depend on cookies but you will be able to perform basic navigation through the site. Disabling cookies may negatively impact your experience of the site.

### 7. Security of Your Personal Information

The security of your personal information is important to us. We follow generally accepted industry standards to help protect your personal information including without limitation:

- limiting access to your personal information to those of our employees who require it to provide services to you;
- requiring employees to sign confidentiality agreements to protect customer and other confidential information;
- ensuring that third-party service providers sign confidentiality agreements to maintain the confidentiality of your personal information and not to use it for any unauthorized purposes;
- personal information collected is retained as long as it is reasonably required for the purposes it was collected;
- encrypting credit card information on our order forms using secure socket layer(SSL) technology; and
- storing your personal information in secure computer systems which protect it from unauthorized access or use.

No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to protect your personal information, we cannot guarantee its absolute security.

If a password is used to protect your account and personal information, it is your responsibility to keep your password confidential.

### 8. Forums & Other Interactive Services

Our sites may include discussion forums or other interactive areas or services, including blogs, chat rooms, bulletin boards, message boards, online hosting or storage services, or other areas or services in which you or third parties create, post or store any content, messages, comments, materials or other items on the sites ("Interactive Areas"). If you use an Interactive Area, you should be aware that these areas may be open to the public and any personal information you post or provide at registration may be viewable by others. We are not responsible for personal information you submit in connection with the Interactive Areas, nor are we responsible for how others might use that information, including sending you unsolicited messages. Interactive Area postings may be retained indefinitely.

9. Links

We may link to websites, including those of our subsidiaries and third-party content providers, that have different privacy policies and practices from those disclosed here. We assume no responsibility for the policies or practices of such linked sites, and encourage you to become acquainted with them prior to use.

10. Changes to This Privacy Policy

We reserve the right to change the terms of this privacy policy at any time. When we make changes, we will revise the "last updated" date at the top of the policy. If there are material changes to this statement or in how Lighthouse Media will use your personal information, we will notify you by prominently posting a notice of such changes here or on our home page, or by sending you an email. We encourage you to review this policy whenever you visit one of our sites.

