



Terms of Use of Loscam System

Date: 12 November 2020

These terms ("**Terms of Use**") govern your Use of the websites, including but not limited to www.loscam.com and www.loscamonline.com (the "**Websites**"), any mobile applications associated with these Websites (the "**Mobile Applications**") or any associated Content (as defined below) or any functionality contained on the Websites or Mobile Applications (the "**Services**" and, together with the Content, Websites and the Mobile Applications, collectively, the "**System**"). The System is the property of LOSCAM. By accessing, browsing, downloading, using, or registering (collectively "**Using**" or "**Use**") for any of the Services, you acknowledge that you have read and understood these Terms of Use and that you accept and agree to be bound by them in full. IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE TERMS OF USE, PLEASE DO NOT USE THE SYSTEM.

The version of these Terms of Use on each respective date you visit the System shall be the Terms of Use applicable to your access and use of the System on that date. Our version of these Terms of Use and Privacy Policy in our possession shall be deemed to be the true, complete, valid, authentic, and enforceable copy of the version of the Terms of Use and the Privacy Policy which were in force on each respective date you visited the System.

References to "LOSCAM", "us" and "we" shall include Loscam International Holdings Co., Limited and any of its direct or indirect parent and subsidiaries.

References to "you" and "your" refers to (a) you, the individual accessing the System, (b) any agent, representative, customer, supplier, employee, officer, consultant or contractor accessing the System on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or agent is accessing the System.

1. Amendments to the Terms of Use

- 1.1. We reserve the right to change or modify these Terms of Use or any policy or guideline of the System, and may amend them at any time to incorporate additional terms specific to additional features, applications, opportunities, or Services that we may make available on or through the System in its sole discretion with or without notice. All such updates and amendments are effective immediately upon becoming available on the Websites or the Mobile Applications. You waive any right you may have to receive specific notice of such changes or modifications. You should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to your use of the System. Your continued Use of the System or Services (or any portion thereof) will confirm your acceptance of such changes or modifications, and to the Terms of Use. IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE TERMS OF USE, PLEASE DO NOT USE THE SYSTEM.
- 1.2. These Terms of Use do not alter in any way the terms or conditions of any other separate written agreement you may have with us for products, services or otherwise.
- 1.3. In the event there is any conflict or inconsistency between these Terms of Use and any other terms of use that appear on the System, these Terms of Use will govern.

2. Amendments to the System or Services

We may terminate, change, suspend or discontinue any aspect of the System (or any portions or components of the System), including the availability of any features or Services, at any time. We may remove, modify or otherwise change any Content, including that of third parties, on or from the System. We may impose limits on certain features of the System, or restrict your access to parts or all of the System, without notice and liability.

3. Access and Use

3.1. We reserve the right to take whatever legal actions in response to actual or suspected violations of the Terms of Use, including, without limitation, the suspension or termination of the user's access and/or account. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. We reserve the right at all times to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion. You also agree to indemnify and hold us harmless for any damages, losses, costs or expenses (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your Use of the System for any unlawful or prohibited purpose.

3.2. We grant you a personal, non-exclusive, non-transferable, limited license to Use the System to view or access the Services solely for your personal, internal, and non-commercial use only, you cannot use or otherwise exploit the System and/or any Content in connection with any business or commercial undertaking (whether or not for profit), including but not limited to:

- (a) any resale or commercial use of the System or Content;
- (b) the collection and use of any product listings, pictures or descriptions;
- (c) the distribution, public performance or public display of any Content;
- (d) modifying or otherwise making any derivative uses of the System or Content, or any portion thereof;
- (e) use of any data mining, robots or similar data gathering or extraction methods;
- (f) downloading (other than the page caching) of any portion of the System, Content or any information contained therein, except as expressly permitted by us;
- (g) any use of the System or Content other than for their intended purpose; or
- (h) copying, modifying, creating a derivative work from, reverse engineer, reverse assemble, or otherwise attempting to discover any source code, selling, assigning, sublicensing, granting a security interest in, or otherwise transferring any right in or access to the System, the Services,

or any other Content available via the System (including any Websites or Mobile Applications contained therein).

- 3.3. You further agree not to modify the System, or any part thereof, in any form or manner, nor to Use any modified versions of the System or the Services, for any reason whatsoever, without our express written consent. You may not attempt to gain any unauthorized access to the System or any of its Content, including computer systems, software, or networks. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.
- 3.4. You represent and agree that all information that you provide to us in connection with your access to and Use of the System is and shall be true, accurate, and complete, to the best of your knowledge, ability, and belief.
- 3.5. You agree that you will not use the System or any data, material or information made available on or through the System, in any format whatsoever, including (without limitation) any information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, technical drawings, configurations, graphics and other materials or files contained therein, and the compilation, collection, design, selection, and arrangement thereof ("**Content**"):
- (a) in any way that breaches any applicable laws, regulations, codes, guidelines or orders;
 - (b) in any way that contravenes or infringes upon any of our rights or any third party's rights (including any Intellectual Property Rights, as defined below);
 - (c) to send, communicate or engage in any illegal, harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene or menacing behaviour, or behaviour that causes annoyance, inconvenience, needless anxiety or is intended to deceive; or
 - (d) for any purpose not expressly permitted by the terms of these Terms of Use.
- 3.6. You agree not to take any action or allow any third party to take any action that would interfere with or disrupt the System, or the servers and networks through which the System is operated, or which would enable you, or any third party, to gain unauthorised access to, or to tamper with or use any of our computer systems or networks.
- 3.7. You agree not to disclose, distribute, use, copy or compile any personal data or contact information made available on the System for any purpose (including, without limitation, to send any marketing materials) not expressly permitted by the System, unless you have received our express prior written consent to do so.

4. Intellectual Property

4.1. General

- (a) For the purposes of these Terms of Use, "**Intellectual Property Rights**" shall mean any copyright, trademarks, service marks, logos, trade names, corporate names, Internet domain names, patents, registered designs, database rights, rights in designs, topography, know-how, trade secrets or any similar right or proprietary right, whether registered or not, and all applications or rights to apply for the same (where such applications can be made), whether presently existing or created in the future, anywhere in the world, and all benefits, privileges, or rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- (b) You understand and agree that all rights, titles, interest and Intellectual Property Rights in and to;
 - (i) the System and/or Services;
 - (ii) the features, materials, opportunities, products, processes and services offered or made available on or through the System;
 - (iii) all Content, as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of such Content; and
 - (iv) all "Loscam" marks, "Loscam Fresh" marks and "路凯" marks, and all other logos, trademarks, service marks, domain names, logos, company names, trade names and indicia of origin referred to on the System ("**System Marks**"),

are either owned by us, our affiliates, related companies or licensors (as applicable) (collectively the "**Loscam IP**").
- (c) You acquire no rights, title, interest or Intellectual Property Rights in or to any Loscam IP, and all such rights are and shall remain our property or the property of our affiliates, related companies or licensors, as applicable.
- (d) The posting, dissemination or making available of any part of the Loscam IP does not constitute a waiver of any proprietary right in such Loscam IP, and does not transfer any rights to you, a user of the System or to any other third party, except as expressly provided herein.
- (e) You shall not (in whole or in part) copy, use, register or apply to register any System Marks, or any trademarks, service marks, domain names, logos, company names, trade names or indicia of origin that are similar to the System Marks (including, without limitation, any translation of the System Marks).
- (f) You shall not decompile, reverse engineer, or disassemble any of our products or processes or any part of our System.

- (g) The products, technology or processes offered and/or described on the System may be the subject of other Intellectual Property Rights owned by us or by other third parties. No license is granted to you in respect of those Intellectual Property Rights.
- (h) The System and Content (whether in whole or in part) may not be modified, copied, distributed, framed, reproduced, republished, downloaded, publicly displayed, posted, encoded, translated, transmitted, distributed, or sold in any form or by any means, without our prior written permission, except (i) as otherwise expressly provided in these Terms of Use, or (ii) that you may download and print Content for your personal and non-commercial purposes, and so long as you do not use it in any manner that is competitive with or derogatory or detrimental to us in any way, and so long as you keep all copyright or other proprietary notices intact. Please note that this limited consent may be revoked by us at any time and for any reason and does not include consent to republish Content on any Internet, intranet or extranet site or to incorporate the information in any other database or compilation. Any Use of the System or Content except as described in these Terms of Use is strictly prohibited. You further agree that you will not systematically extract, collect or harvest, through electronic means or otherwise, any data or data fields from the System, including but not limited to customer identities.

4.2. Notice Regarding Copyright Infringement

- (a) We respect the Intellectual Property Rights of others and request that users of our System do the same. If you believe that any Content violates or infringes your Intellectual Property Rights, please provide a notice to us for the applicable portion of the System and Content, and such notice should contain the following:
 - (i) An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
 - (ii) Identification of the copyrighted work claimed to have been infringed;
 - (iii) Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
 - (iv) The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
 - (v) A representation 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; and
 - (vi) A representation that the information in the notice 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.
- (b) Copyright infringement claims and notices should be sent to the Legal & Company Secretarial Department of Loscam (Asia Pacific) Co., Limited at Unit 3103-6, 31/F., Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong.
- (c) You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees,

incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

- (d) PLEASE NOTE THAT UNAUTHORIZED USE OF THE SYSTEM OR ANY CONTENT ON THE SYSTEM (INCLUDING WITHOUT LIMITATION ANY SOFTWARE MADE AVAILABLE THROUGH THE SYSTEM) MAY IN PARTICULAR JURISDICTIONS RESULT IN MONETARY DAMAGES AND OTHER CIVIL AND CRIMINAL PENALTIES INCLUDING WITHOUT LIMITATION, FOR COPYRIGHT INFRINGEMENT.

4.3. Software

Any software, including any files or images generated by the software, code, and data accompanying the software (collectively, "**Software**"), used or accessible through the System may be used by you solely for accessing and using the System, provided that such uses are not competitive with or derogatory to us, and are consistent with the purposes expressly stated on the System or these Terms of Use. We retain full and complete title or license to all Intellectual Property Rights in the Software. You agree not to copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from such Software.

5. **Links and Third Party Content**

5.1. Links to Other Websites

- (a) The System may contain links to other websites or online resources. These links are provided solely as a convenience to users of the System and do not constitute an endorsement, sponsorship or recommendation by us of -- or responsibility for -- the linked websites, any content, services or products available on or through such sites, or the companies associated with such sites. We disclaim all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of other websites, and any purchases of products or services, volunteering of time or services, or making of charitable contributions through other websites, is subject to the terms and conditions of such other websites. You agree that you will bring no suit or claim against us arising from or based upon any such use of other websites. Hyperlinks to other websites that are provided on the System do not imply that: (a) we are affiliated or associated with any linked sites; (b) we are legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any linked site is authorized to use any trademark, trade name, logo, or copyright symbol of us.
- (b) Other sites may link to the System with or without our authorization, and we may block any links to or from the System. YOUR USE OF THIRD PARTY WEBSITES AND RESOURCES IS AT YOUR OWN RISK.

5.2. Links from Other Websites

- (a) All links to any System must be approved in writing by us, except that we consent to links where:

- (i) the link is a text-only link containing only the title of the home page of the Websites;
 - (ii) the link “points” only to the home page of the Websites and not to deeper pages;
 - (iii) the link displays the home page of the Websites full-screen -- i.e., not within a “frame” on the linked website; and
 - (iv) the appearance, position, and other aspects of the link does not (A) create the false appearance that an entity or its activities or products are associated with or sponsored by us, our parent company or affiliates and related companies, or (B) be such as to damage or dilute the goodwill associated with the name and trademarks of us, our parent company, or our affiliates or related companies.
- (b) We reserve the right to revoke this consent to link at any time in its sole discretion, with no liability to you whatsoever. You agree that you will promptly remove or disable any hyperlink to the Websites upon our written request. In no event will you use any of our logos or trademarks as a hyperlink "button," or in any other manner, without our express written consent.
- (c) You are granted a limited, non-exclusive right to create text hyperlinks to the System for noncommercial purposes, provided such links do not portray us in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time, with no liability to you whatsoever. In addition, you may not use our logo or other proprietary graphics to link to our System without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any LOSCAM trademark, logo or other proprietary information, including the images found at the System, the Content or the layout/design of any page or form contained on a page on the System without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of us or any third party. We make no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of websites linking to the System. Such sites are not under the control of us and we are not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites.

5.3. Third Party Content

- (a) The System may contain material, data or information provided by (including embedded content) and links to web pages and content of third parties, including advertisements and promotions (collectively, “**Third Party Content**”) as a service to those interested in this information, posted or offered by third parties through framing and other technology. You agree that neither we nor our affiliates shall have any liability whatsoever to you for any such Third Party Content. Your use of such Third Party Content, where applicable, may also be subject to the terms of the applicable content provider’s terms of use and privacy policy. We do not control, endorse, or vouch for the Third Party Content provided by third parties on the

System. If you believe any of the Third Party Content violates any of your proprietary rights, please contact us.

- (b) Additionally, the System may contain offers for sale of merchandise or services not provided by us. Such merchandise and services may be obtained only by linking to the applicable merchant's website in order to make the transaction. Terms of the offer shown on the System, including, but not limited to, price, quantity, availability, and description may vary from those shown on the merchant's website. Differences in the terms of an offer between the System and a merchant's website will be governed by the terms shown on the merchant's site. We are not responsible or liable for any such differences or discrepancies or the performance of any products or services obtained via such third party website.
- (c) You acknowledge and agree that we are not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review such Third Party Content. You agree to use such Third Party Content contained therein at your own risk. When you visit other sites via Third Party Content, or participate in promotions or business dealings with third parties, you should understand that our terms and policies no longer govern, and that the terms and policies of those third party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our System.

6. Disclaimers

- 6.1. YOU SHOULD INDEPENDENTLY EVALUATE THE ACCURACY AND THE USEFULNESS OF THE CONTENT FOR YOUR PARTICULAR NEEDS. Products and services are subject to change without notice. All Content, the System and Services are subject to the disclaimers contained in these Terms of Use.
- 6.2. All Content is intended for reference purposes only. We do not guarantee the quality, truth, accuracy, completeness or timeliness of the information, and accepts no liability (whether in tort, contract or otherwise) for any loss or damage howsoever arising from or in reliance on the Content.
- 6.3. Additionally, the System may include technical inaccuracies or typographical errors. We shall have no liability in connection with any such inaccuracies or errors, nor shall we have any obligation to identify and/or correct any such inaccuracies or errors.
- 6.4. THE SYSTEM AND THE CONTENT AND SERVICES AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR INFORMATIONAL PURPOSES ONLY. YOU EXPRESSLY AGREE THAT USE OF THE SYSTEM, THE SERVICES, AND/OR THE CONTENT IS AT YOUR SOLE RISK.
- 6.5. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR PARENT COMPANY AND OUR AFFILIATES AND RELATED COMPANIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, SUPPLIERS, LICENSORS OR AGENTS, DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR NON-INFRINGEMENT.

- 6.6. YOU EXPRESSLY AGREE THAT USE OF THE SYSTEM, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM THE SYSTEM, IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGE TO YOUR BUSINESS, YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA AND/OR SOFTWARE.
- 6.7. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SYSTEM. EXCEPT AS OTHERWISE AGREED IN WRITING, WE AND OUR AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY ADVICE, OPINION, STATEMENT OR OTHER CONTENT OR OF ANY PRODUCTS OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES.
- 6.8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES OR RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES THAT: (A) THE SYSTEM OR ITS CONTENT WILL MEET YOUR REQUIREMENTS; (B) THE SYSTEM OR ITS CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, OR ERROR FREE; (C) THAT DEFECTS, IF ANY, WILL BE CORRECTED; OR (D) THE SYSTEM, CONTENT, THE SERVERS OR NETWORKS THROUGH WHICH THE SYSTEM IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR ARE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS SYSTEM OR THE SERVICES, OR AS TO THE ACCURACY, COMPLETENESS, SECURITY, TIMELINESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SYSTEMS.
- 6.9. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING AND AS REFLECTED IN OUR PRIVACY POLICY, WE DISCLAIM ANY WARRANTY OR REPRESENTATION THAT CONFIDENTIALITY OF INFORMATION TRANSMITTED THROUGH THE SYSTEM WILL BE MAINTAINED.
- 6.10. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SYSTEM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN WRITING.
- 6.11. If you are in New Zealand, in trade and using the System in trade, you agree that the rights and remedies under the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply in respect of your use of the System.

7. Limitation of Liability

- 7.1. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, UNDER NO CIRCUMSTANCES, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL WE OR OUR PARENTS,

SUBSIDIARIES, AFFILIATES OR RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR SUPPLIERS BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, CLAIMS, JUDGMENTS, ACTIONS, COSTS, LEGAL FEES, EXPENSES, FINES OR PENALTIES, WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES, LOSS OF BUSINESS, LOSS OF DATA OR LOSS OF PROFIT), ARISING FROM OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE SYSTEM OR ANY CONTENT OR SERVICES CONTAINED ON THE SYSTEM, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS, DATA OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

- 7.2. IN ANY EVENT, AND WITHOUT PREJUDICE TO CLAUSE 7.1, OUR TOTAL LIABILITY FOR CLAIMS BROUGHT PURSUANT TO THESE TERMS OF USE OR YOUR USE OF THE SYSTEM (OR ANY PORTION THEREOF) SHALL BE LIMITED TO THE REVENUES WE RECEIVED FROM YOU (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CAUSE OF ACTION.

8. Indemnification

- 8.1. Except to the extent prohibited under applicable law, you agree to indemnify, defend, and hold harmless us, our affiliated entities and any other party involved in creating, producing or delivering the System, and their respective parent, its independent contractors, service providers and consultants, and their respective directors, officers, employees, agents, subsidiaries, shareholders, licensors and representatives, affiliates and related companies, and their officers, directors, employees, agents, and suppliers, from and against any claims, losses, suits, damages, costs, expenses, liabilities, penalties, and expenses, (including, but not limited to, reasonable attorneys' fees), arising out of (i) your Use of, or activities in connection with, the System; (ii) any violation by you of these Terms of Use or the rights of another; (iii) any third party claim in connection with or arising out of content, data, or information that you submit, post to, or transmit through the System; (iv) your access to and Use of the Content, the System, and other materials, products, and services available on or through our System; or (v) any allegation that any Content that you make available or create through the System, infringes or otherwise violates the Intellectual Property Rights or other rights of any third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses.
- 8.2. We reserve the right to modify or discontinue, temporarily or permanently, the System or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension or discontinuance of the System or any part thereof.

9. Products and Services

Unless otherwise agreed in writing, the transportation products and services mentioned in the System are subject to our Terms and Conditions of carriage. Since these may vary depending on location of

the country of origin of the shipment, please contact the nearest LOSCAM service center to obtain a copy of the local terms and conditions. Not all of our products and services may be available in every country. Please visit www.loscam.com or other associated websites owned by LOSCAM for details.

10. Termination

These Terms of Use shall remain in effect until terminated or replaced. We reserve the right to terminate these Terms of Use with or without any reason or notice, at any time, with no liability to you. You agree that we may terminate your access to or use of the System or Services (or any part thereof) with immediate effect, or terminate or suspend your System accounts and to block or prevent your future access to and use of the System, or any portion thereof, at any time, for any reason, and may be effected without prior notice to you, subject to any restrictions placed on our exercise of such rights under applicable law. Upon any such termination, you further agree that neither we nor our affiliated entities will be liable to you or any third party for any termination of your access to or use of the System or the Services, or for termination of these Terms of Use.

11. Security

- 11.1. Should you wish to contact LOSCAM by e-mail, we would like to point out that the confidentiality of the information sent cannot be guaranteed. The contents of e-mail messages can be read by third parties.
- 11.2. Certain features or services offered on or through the System may require you to open an account (including establishing a login ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your login ID and password, and for any and all activity that occurs under your account or login ID. You agree to notify LOSCAM immediately upon learning of any unauthorized use of your account, login ID, or password or any other breach of security. However, you may be held liable for losses incurred by LOSCAM or any other user of or visitor to the System due to another person using your account, login ID, or password.
- 11.3. In order to use LOSCAM's mobile application, you must enter the username and password ("**Account Information**") associated with your Loscam Online account ("**User Account**"). The Account Information that you enter will be authenticated through [application].
- 11.4. You may not use any other user's account, login ID, or password at any time without the express permission and consent of the holder of that account, login ID, or password. LOSCAM cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

12. Privacy Policy

All personal information that we collect, use, transfer, store, process and disclose shall be handled in accordance with our Privacy Policy, which can be found **here** [[https://www.loscam.com/lib_common/ckeditor/ckfinder/userfiles/files/NZ-Terms%20of%20Use%20v2%20\(2020 11 12\).pdf](https://www.loscam.com/lib_common/ckeditor/ckfinder/userfiles/files/NZ-Terms%20of%20Use%20v2%20(2020%2011%2012).pdf)]

13. General**13.1. Applicable Law and proceedings.**

- (a) These Terms of Use shall be governed by and construed in accordance with the laws of New Zealand, and are subject to the exclusive jurisdiction of the courts of New Zealand, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within New Zealand. You further expressly waive any claim that venue is improper for any reason in these courts.
- (b) You agree that any claim arising out of or related to these Terms of Use or your use of the System must be filed within one year after it arose or be permanently barred.
- (c) You agree that you shall not contest the admissibility or enforceability of our copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use.
- (d) Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and us.

13.2. Compliance

- (a) You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the System and any other jurisdiction whose laws apply to you or your actions. You agree that you will not access or use the System, the Content, or any other information or materials on the System in violation of the aforementioned laws or these Terms of Use.
- (b) You agree that any violation, or threatened violation, by you of these Terms of Use, constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

13.3. Severability

If any of the terms of this Terms of Use are found to be invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if this Terms of Use had been made without the invalid, illegal or unenforceable terms. Each clause and sub-clause herein shall be treated as a separate and independent provision,

and the unenforceability of any one clause shall not impair the enforceability of any of the other clauses.

13.4. Language

If this Terms of Use are translated into any other language, the English language version shall prevail.

13.5. Entire Agreement

These Terms of Use and the Privacy Policy (which can be accessed **here** [[https://www.loscam.com/lib_common/ckeditor/ckfinder/userfiles/files/NZ-Terms%20of%20Use%20v2%20\(2020_11_12\).pdf](https://www.loscam.com/lib_common/ckeditor/ckfinder/userfiles/files/NZ-Terms%20of%20Use%20v2%20(2020_11_12).pdf)]) contain the entire agreement between you and us and replaces all previous written or oral agreements in relation to the System, Services or Content.

13.6. Waiver

A failure or delay by us to exercise any right or to act upon a breach in relation to these Terms of Use will not be a waiver of that right or breach. Any waiver by us of any of our rights or of a breach of these Terms of Use must be in writing, and such waiver is limited to that particular right or breach stated therein.

13.7. Assignment

You may not transfer any of your rights or obligations under the terms of these Terms of Use without our prior written consent. We may transfer our rights or obligations or both to any person or entity, including any of our affiliates, without your consent. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

13.8. International Usage

You agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national and international laws and regulations, that relate to your use of or activities on the System. IF YOU ARE RESTRICTED UNDER THE LAWS OF YOUR JURISDICTION FROM ACCESSING THE SYSTEM FOR ANY REASON WHATSOEVER, YOU SHALL NOT ACCESS OR USE THE SYSTEM (OR ANY PORTION THEREOF).