

# FlipMedia Virtual Backgrounds

## Terms of Use

Updated May 1, 2020

### **Purpose of this Webpage**

This Webpage explains the FlipMedia's Terms of Use ("TOU") and some of the terms used in this document

### **Definition of Your relationship with FlipMedia**

Your use of FlipMedia's products is subject to the terms of a legal agreement between you and FlipMedia.

Unless otherwise agreed in writing with FlipMedia, your agreement with FlipMedia will always include, at a minimum, the terms and conditions set out in this document. FlipMedia reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages. You understand and agree that if you use the Services after the date on which the TOU have changed, FlipMedia will treat your use as acceptance of the updated TOU.

The TOU forms a legally binding agreement between you and FlipMedia in relation to your use of the Services (herein, "Services" refers to FlipMedia's process of creating the "Products"). It is important that you take the time to read them carefully. In addition to TOU, this legal agreement is referred to below as the "Terms." The "Products" refers to the various backgrounds that FlipMedia manipulates and creates to impose logos and/or other objects for Your use with various communications' programs.

### **Accepting the Terms**

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

You can accept the Terms by using the Services. In this case, you understand and agree that FlipMedia will treat your use of the Services as acceptance of the Terms from that point onwards.

You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with FlipMedia, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

Before you continue, you should print off or save a local copy of this TOU for your records.

### **Sale of the Products**

**ALL SALES ARE FINAL. ONCE THE PRODUCTS HAVE BEEN SENT TO YOU, THERE ARE NO RETURNS OR REFUNDS.**

### **Your Use of the Products**

With your full payment, You own the Product sent to you by FlipMedia.

### **Content in the Services**

FlipMedia reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Product.

### **Proprietary rights**

You acknowledge and agree that FlipMedia owns all legal right, title and interest in and to the Products, including any intellectual property rights which subsist in the Products (whether those rights happen to be registered or not, and wherever in the world those rights may exist) prior to being paid in full. With a full payment, ownership of the Products ordered transfer.

Other than the limited license set forth herein, FlipMedia acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Products, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with FlipMedia, you agree that you are responsible for protecting and enforcing those rights and that FlipMedia has no obligation to do so on your behalf. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Products.

### **Content license from you**

You retain copyright and any other rights you already hold in the Content of which you submit, post or display on or through, the Product. By submitting, posting or displaying the content you give FlipMedia a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling FlipMedia to display, distribute and promote the Services.

You understand that FlipMedia, in performing the required technical steps to provide the Products to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit FlipMedia to take these actions. You confirm and warrant to FlipMedia that you have all the rights, power and authority necessary to grant this license.

### **EXCLUSION OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCTS IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FLIPMEDIA OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. FLIPMEDIA FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **LIMITATION OF LIABILITY**

SUBJECT TO OVERALL PROVISIONS IN THIS TOU, YOU EXPRESSLY UNDERSTAND AND AGREE THAT FLIPMEDIA, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

### **General legal terms**

The Terms constitute the whole legal agreement between you and FlipMedia and govern your use of the Services (but excluding any services which FlipMedia may provide to you under a separate written agreement), and completely replace any prior agreements between you and FlipMedia in relation to the Services.

You agree that if FlipMedia does not exercise or enforce any legal right or remedy which is contained in the Terms (or which FlipMedia has the benefit of under any applicable law), this will not be taken to be a formal waiver of FlipMedia's rights and that those rights or remedies will still be available to FlipMedia.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

The Terms, and your relationship with FlipMedia under the Terms, shall be governed by the laws of the State of Texas without regard to its conflict of laws' provisions. You and FlipMedia agree to submit to the exclusive jurisdiction of the courts located within Collin County, Texas, to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that FlipMedia shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.