



VIDEOWEISER

TERMS OF SERVICE



DECEMBER 7, 2024

OVERVIEW

PLEASE READ THESE TERMS OF SERVICE (“Terms of Service” or “Agreement”) BEFORE USING THIS SITE AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING BUT NOT LIMITED TO WAIVERS OF RIGHTS, LIMITATIONS OF LIABILITY, CONDITIONS RELATING TO JURISDICTION AND DISPUTES.

This website (“site”) is operated by Videoweiser LLC. Throughout the site, the terms “we”, “us”, “our”, or “Company”, refer to Videoweiser LLC, and our affiliates, subsidiaries, agents, assigns, and successors. Videoweiser LLC offers this site, including all information, products, software, tools and services available from this site to you, the user (“Services”).

By visiting our site and/ or purchasing our service, and/or using the site, you engage in our “Services” and agree to be bound by the following Terms of Service including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our site. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this Agreement, then you may not access the site or use any services. You agree you will not challenge the validity, enforceability, or admissibility of the Terms of Service on the grounds that it was electronically transmitted or authorized. BY ACCESSING, BROWSING, OR USING THE SERVICES (INCLUDING YOUR SUBMISSION OF INFORMATION TO THE SITE), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF USE, AND THE PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE), AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU AGREE THAT BY USING THE SITE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

Any new features or tools which are added to the site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the site following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - OUR TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse Service to anyone for any reason at any time.

You understand that your information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material or information on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our video editing services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - SERVICES

Some of our video editing services and packages may be available exclusively online through our platform. These services might have limited availability and are subject to revisions or adjustments in alignment with our Service Policy.

We strive to deliver the highest quality in every project, ensuring the colors, transitions, and visuals meet your expectations. However, we cannot guarantee that the display of colors or effects on your monitor will perfectly match the final output due to individual device settings.

We reserve the right, but are not obligated, to restrict our services to specific clients, industries, or regions. This decision may be made on a case-by-case basis. Additionally, we may limit the scope or quantity of services offered at our discretion. All service descriptions, pricing, and availability are subject to change without notice. We may modify or discontinue any service at any time. Any promotional offer made on our site is void where prohibited.

While we are committed to delivering exceptional video editing services, we cannot guarantee that every project will align perfectly with your expectations, nor can we promise to address every unforeseen issue immediately. Your satisfaction is our priority, and we will do our best to create a visual story that exceeds expectations.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel video editing or allied services purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS AND AFFILIATED SITES

Certain content and services available via our company may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We may allow you to access content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. Any links provided on the Site are provided for convenience or reference only and are not intended as an endorsement by us or any individual operating this Site. We are not responsible for examining or evaluating the content, performance or accuracy. We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not responsible for any issues, damages, or losses arising from the use or purchase of services, content, or resources accessed through third-party platforms linked to our agency. We strongly encourage you to review the policies and practices of any third-party service providers to ensure you fully understand their terms before proceeding with any transactions.

Any complaints, claims, or concerns related to third-party services or products should be directed to the respective third-party provider, as they are solely responsible for addressing such matters.

SECTION 9 - USE OF SOFTWARE.

We may make certain software available to you from the Site. If you download software from the site, the software, including all files and images contained in or generated by the software, and accompanying data (collectively “Software”) are deemed to be licensed to you by us, for your personal noncommercial home use only. We do not transfer either the title or the intellectual property rights to the Software. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software.

SECTION 10 - INTELLECTUAL PROPERTY.

When accessing the site, you agree to obey the law and to respect the intellectual property rights of others and Company. Your use of the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of our or any third party’s copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit, or

that you provide or transmit. You have the burden of proving that any information and content does not violate any laws or third-party rights.

All content on this Site, including but not limited to all design, text, images are owned or licensed by us. Such content may not be copied, reproduced, transmitted, displayed, performed, distributed, altered, sublicensed or used in whole or in part in any manner without our prior written consent. The site, the site's logos, and all other intellectual property appearing on the site are Company's intellectual property or are licensed or used with permission of the owner. You agree not to display or use such trademarks without our prior written permission. We disclaim any proprietary interest in trademarks, service marks, logos, slogans, domain names, and trade names other than our own.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed 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 us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material is not authorized by the owner, its agent, or the law; and (f) 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. For this notification to be effective, you must provide it to our designated agent at:

Videoweiser LLC

N Broad St.

Middletown,

DE 19709

info@videoweiser.com

NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by us or by any third party.

SECTION 11 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You may submit reviews of services on the Site. Such reviews are not guaranteed to be posted upon submission. We have the sole discretion to post your review on the Site and all reviews become our property.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 12 - PERSONAL INFORMATION

If you are a Delaware resident, you are entitled to certain rights under applicable privacy laws. These rights include the ability to:

- Request details about the personal information we collect, use, and share, including the categories and specific pieces of personal information.
- Request that we delete any personal information we have collected about you, subject to certain exceptions.
- Be informed that we do not sell your personal information. Should our practices change in the future, you will have the right to opt out of the sale of your personal information.
- Expect that we will not discriminate against you for exercising any of your privacy rights under the Delaware Personal Data Privacy Act (DPDPA).

If you are located in the European Economic Area (EEA), you are entitled to the following rights under the General Data Protection Regulation (GDPR):

- You have the right to request access to your personal data and obtain information about how we process it.
- You have the right to request correction of inaccurate personal data concerning you.
- You can request the deletion of your personal data when it is no longer necessary for the purposes for which it was collected, or if you withdraw your consent or object to the processing of your data.
- You can request that we provide your personal data to you or another data controller in a structured, commonly used, and machine-readable format.
- You can request that we limit the processing of your personal data under certain circumstances.
- You may object to the processing of your personal data at any time, particularly for direct marketing purposes.

We comply with the Payment Card Industry Data Security Standard (PCI DSS) when handling credit card transactions. PCI DSS is a security standard designed to protect credit card information during and after financial transactions. Your credit card information is encrypted and securely transmitted using SSL technology during transactions. We do not store or retain full credit card numbers after processing your payment.

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy: <https://videoweiser.com/privacy-policy>.

SECTION 13 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 14 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the

functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the site. You agree that we, or our representatives, may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the site. We reserve the right to terminate your account or your access to the site immediately, with or without notice to you, and without liability to you, if we believe that you have violated any of the Terms of Service, furnished us with false or misleading information, or interfered with use of the site or the Services.

SECTION 15 - DISCLAIMER OF WARRANTIES

You agree that from time to time we may remove the Services or products for indefinite periods of time or cancel the service at any time, without notice to you. YOU ASSUME ALL RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. OUR SITE, OR SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.

WE HEREBY DISCLAIM ALL WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE DO NOT WARRANT THAT THAT THE SITE, SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT WARRANT THE SERVER IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

SECTION 16 – LIMITATION OF LIABILITY.

OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, INTERNS,

OR CONTRIBUTORS TO THE SITE BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR REPLACEMENT COSTS REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS, PRODUCTS, INFORMATION OR SERVICES PROVIDED TO YOU BY COMPANY.

This limitation will apply regardless of whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. 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, our liability shall be limited to the maximum extent permitted by law. Any claims arising in connection with your use of the site or Services shall be brought within one (1) year of the date of the event giving rise to such action. Remedies under this Terms of Service are exclusive and are limited to those expressly provided herein.

SECTION 17 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party. We will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost.

SECTION 18 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by

applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 19 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may immediately terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof). We reserve the right to change, suspend, or discontinue any of the Services at any time for any reason.

SECTION 20 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 21 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United States and the state of Delaware. You hereby irrevocably consent to the exclusive jurisdiction in New Castle County, Delaware in all disputes arising out of or related to the use of the site, products or Services.

SECTION 22 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 23 - ACCESSIBILITY

We strive to make Content on the Site usable by all visitors, including those with disabilities and to make an excellent online experience for you. If you are having difficulty using this Site, with or without assistive technology, please contact us at info@homemademerch.com and include specifics and any page where an issue has occurred. We will make every reasonable effort to make the page accessible to you.

Accessibility Features: We are committed to ensuring that our website is accessible to individuals with disabilities and complies with the Americans with Disabilities Act (ADA), as well as the Web Content Accessibility Guidelines (WCAG) 2.1. Our goal is to provide a seamless and inclusive online experience for all users, regardless of any physical or cognitive limitations.:

Web Content Accessibility Guidelines (WCAG) 2.1

- The site contains a reading line and tooltips to text making fonts more readable and links more noticeable
- You may enlarge the cursor, adjust colors, change the brightness, change the contrast and grayscale of site
- You may text to voice
- We have a fast install feature to make installation quicker
- Some of the features contribute to WCAG/ADA compliance.
- Choose from fourteen (14) different languages in which you wish to display the widget on the site

ADA Compliance

In accordance with the Americans with Disabilities Act (ADA), we strive to ensure that our site meets accessibility standards for users with disabilities. We continuously work to improve the accessibility of our website to ensure it aligns with the ADA's requirements for public accommodations in digital spaces.

- We regularly audit our website to identify and address any accessibility barriers.
- We implement appropriate technical and design measures to make our content and services accessible to users with varying disabilities.
- We provide tools and features that support a range of assistive technologies, such as screen readers, text magnifiers, keyboard navigation, and voice recognition software.

BROWSER HELP. You may adjust your web browser settings to optimize viewing and help you improve the readability and visibility of each webpage:

Learn about the Accessibility features of these major Internet Browsers below:

Mozilla Firefox: Click Here for [Mozilla Firefox Accessibility Features](#)

Google Chrome: Click Here for [Google Accessibility Features](#)

Internet Explorer: Click Here for [Microsoft Internet Explorer Ease of Access Options](#)

Apple Safari: Click Here for [Apple Accessibility Support](#)

SECTION 23 - NOTICE AND CONTACT INFORMATION

All legal notice, claims or demands on us shall be made in writing and sent to Company personally by courier or certified mail to the following entity and address:

N Broad St.

Middletown,

DE 19709

and by email at info@videoweiser.com.

All legal notices to you shall be effective if either delivered by email to the last known correspondence or email address provided by you to us or the address provided by you to us.

Questions about the Terms of Service should be sent to us at info@videoweiser.com.

ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU
ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND PRIVACY
POLICY AGREE TO BE BOUND BY THEM.