

## Video Star End User License Agreement and Terms of Use

Last updated March 29, 2021

“Video Star” is a software application created by Frontier Design Group, LLC, (“**Frontier Design**”, or “**we**”), that provides users with the ability to create and edit videos on their mobile devices. The services offered by Frontier Design include our software applications (including any updates, new versions or new releases thereof), including, but not limited, to applications for mobile devices such as Apple’s iPad and iPhone (each a “**Video Star Application**”), our website located at [www.VideoStarApp.com](http://www.VideoStarApp.com) (the “**Site**”) and other services offered by Frontier Design in connection with our Video Star Application or the Site (any and all of the foregoing are referred to as the “**Services**”). The Services do not include any third-party social networking services or other third-party service (each a “**Third Party Site**” and, collectively, the “**Third Party Sites**”) you interact with via the Services. In places where a term or condition applies to Third Party Sites, the term “**External Site**” (and, collectively, “**External Sites**”) may be used instead.

Please read this Video Star End User License Agreement and Terms of Use (the “**Terms**”) carefully. These Terms govern your access to and use of the Services and Video Star Content (defined below) and set forth the legally binding terms for your use of the Services and Video Star Content, whether or not you are a Video Star App User or a visitor of the Site. A “**Video Star App User**” is a person who has downloaded and installed a copy of the Video Star Application on a device.

Your use of and upload of Video Star Videos to a Third Party Site will be subject to any terms and conditions of such Third Party Site, and you are solely responsible for ensuring your compliance with the terms and conditions of such Third Party Site.

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING THE VIDEO STAR APPLICATION, THE SITE, OR SERVICES, BY DOWNLOADING THE VIDEO STAR APPLICATION TO ANY DEVICE OR POSTING OR ACCESSING ANY CONTENT ON THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU HAVE NO RIGHT TO INSTALL THE VIDEO STAR APPLICATION ON ANY DEVICE OR ACCESS OR USE THE SITE, SERVICES, OR VIDEO STAR CONTENT.

### MODIFICATION

Frontier Design reserves the right, in its sole discretion, to modify, discontinue or terminate the Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site and/or make it available within or from the Video Star Application or otherwise provide you with notice of the modification. The date of most recent revision shall be noted at the beginning of these Terms. By continuing to access or use the Services (including any Video Star Application) after we have posted a modification to these Terms or have provided you with notice of a modification, you are indicating that you agree

to be bound by the modified Terms. If the modified Terms are not acceptable to you, then your only recourse is to cease using the Services, including removing the Video Star Application from any devices. Notwithstanding the preceding sentences of this paragraph, no revisions to these Terms will apply to any dispute between you and Video Star that arose prior to the date of such revision. These Terms may only be modified in writing as set forth in this paragraph, and may not be modified orally through any other form of communication, oral or written.

## **ELIGIBILITY AND ACCESS**

In order to use the Services you must either be 18 years of age or possess parental or guardian consent, and you must be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and to abide by and comply with these Terms. If you are under 18 years of age, by using the Services you certify that your parent or guardian has consented to your use of the Services and to these Terms on your behalf, and you acknowledge and agree that your use of the Services is at their discretion. By downloading and using the Video Star Application or by otherwise using the Services, you represent that you meet the eligibility requirements described above and have not been previously suspended or denied permission to use the Services.

## **PRIVACY**

By using the Services you are subject to the Video Star Privacy Policy located at [www.videostarapp.com/privacy](http://www.videostarapp.com/privacy) which is hereby incorporated into and made part of these Terms. The Privacy Policy provides information and notices concerning our collection and use of your personal information. If you have any questions about the Video Star Privacy Policy, you may contact us at [privacy@VideoStarApp.com](mailto:privacy@VideoStarApp.com).

## **DEVICE LIMITS AND PURCHASES**

Frontier Design allows up to 2 devices that you own and control to be signed in and using your purchases at a time.

Sharing an account is not allowed and will result in losing access to your own purchases. Frontier Design Group will be under no obligation to restore service to any user affected by such action, whether or not corrective action is taken by the user. Users are therefore strongly cautioned to keep their Apple ID's and passwords private, and not to share them with others.

Accounts found to be involved in repeated refund and repurchasing or other abuses of the purchase process will be disabled at our discretion.

Apple ID and password combinations found to be shared online for the explicit purpose of providing free or paid access to Video Star, through commercial or non-commercial web sites, or via social media, may be disabled by Frontier Design Group at ANY time, regardless of whether device limits have been reached when access is disabled.

## **CONTENT**

Certain types of content are made available through the Services. “**Video Star Content**” means Frontier Design proprietary content, including, but not limited to, Frontier Design trademarks and logos made available through the Site and Services, excluding Third Party Content and User Content. “**User Content**” means the text, data, graphics, images, photos, video or audiovisual content (including any content included therein such as musical works, sound recordings, photographs, art, trademarks, trade names, etc.), hypertext links and any other content that a Video Star App User uploads, posts, compiles or provides through the Services, including Video Star Videos, as applicable. “**Third Party Content**” means any content, the rights to which are owned by a third party that is not a Video Star App User, including, by way of example and not limitation, third-party owned musical works, sound recordings, photographs, art, trademarks, trade names, etc.

### **User Content**

By making available any User Content through the Services, you hereby grant to Frontier Design and its users a worldwide, non-exclusive, transferable, assignable, royalty-free license, with the right to sublicense, to use, reproduce (including synchronize in timed relation to visual images), adapt, modify, distribute, publicly display, publicly perform (including by means of a digital audio transmission), transmit, stream, broadcast, make available, communicate to the public and otherwise use and exploit (collectively, “**Use**”) such User Content only on, through or by means of the Services, to upload and transmit your User Content to any External Sites selected by you through the Video Star Application, and to advertise, market or promote the Services through any and all media, whether now known or hereafter created. Frontier Design does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to Use any such User Content.

You acknowledge and agree that you are solely responsible for all User Content (including any Third Party Content included therein, as further described below) that you make available through the Services or have uploaded to any External Sites through the Video Star Application. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all User Content that you make available through the Services or you have all rights, licenses, consents, and releases that are necessary to grant to Frontier Design the rights in such User Content, as contemplated under these Terms; (b) neither the User Content nor your accessing, posting, submission or transmittal of the User Content or Frontier Design’s Use of the User Content (or any portion thereof) on, through or by means of the Site and the Services or by upload or transmission to any External Sites at your direction will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and (c) no payments of any kind shall be due to any third party, whether a copyright owner or an agent thereof, for any Use made of the User Content (or any portion thereof) on, through or by means of the Services or by upload or transmission to any External Sites at your direction.

### **Third Party Content and Agreements**

The Video Star Application permits a Video Star App User to create Video Star Videos using sound recordings (and the musical works embodied therein) stored on the device to which the Video Star Application has been downloaded and by capturing and/or editing images during the creation of a new audiovisual work (e.g., videos, background images, artwork, etc.). In all cases where Third Party Content is included in a Video Star Video created by a Video Star App User, the Video Star App User is solely responsible for clearing all necessary rights in and for the Use of such Third Party Content within a Video Star Video. These rights may include, but are not limited to, the right to reproduce a musical work and a sound recording in a video, including the right to synchronize the musical work and the sound recording in timed relation to visual images, the right to reproduce a video, photograph, or artwork in a video, the right to distribute a Video Star Video in which Third Party Content may be embodied, and the right to create derivative works of Third Party Content by including such Third Party Content in a Video Star Video.

The copyright laws of the jurisdiction in which you reside and/or in which your Video Star Video is made available will likely govern whether you need to obtain a license or affirmative consent to use Third Party Content in a Video Star Video or whether your use may be deemed a “fair use.” If you create a Video Star Video using any Third Party Content, then you are solely responsible for determining what permissions, authorizations, consents, and licenses need to be obtained in order to include such Third Party Content in your Video Star Video.

The U.S. Copyright Office provides some information on “fair use,” available here, <http://www.copyright.gov/fls/fl102.html>, but this is no substitute for the advice of an attorney. Frontier Design is not providing you with legal advice through these Terms and you are responsible for seeking the advice of an attorney familiar with the laws of the jurisdiction where you may implicate the rights of a third party.

For the avoidance of doubt, these Terms do not authorize you to, and you may not, reproduce, distribute, publicly display, publicly perform, communicate to the public, make available, create derivative works of or otherwise use or exploit any Third Party Content using the Video Star Application or the Services without proper authorization or in violation of applicable copyright law, and the owners of such Third Party Content may have the right to seek damages against you for any such violation. Notwithstanding the preceding sentence, any Third Party Content provided to you by Frontier Design for use with the Services (if any) will be clearly identified as such, and Frontier Design will identify the rights granted to you with respect to such Third Party Content.

Your ability to access or link to Third Party Content, User Content or Third Party Sites does not imply any endorsement by Frontier Design of Third Party Content, User Content or any Third Party Sites.

## **COPYRIGHTED MATERIALS; NO INFRINGING USE**

You may not use the Services to offer, display, distribute, transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property rights of any third party. Frontier Design will, to the extent

capable and in appropriate circumstances, terminate the accounts of users, if any, who repeatedly infringe or are believed to be or are charged with repeatedly infringing the rights of copyright holders.

## **USAGE CHARGES**

You assume all responsibility for any data charges that you may incur for use of the Video Star Application and/or access to any Third Party Content or User Content.

## **OWNERSHIP; PROPRIETARY RIGHTS NOTICES**

The Services and Video Star Content are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Frontier Design and its licensors exclusively own all right, title, and interest in and to the Services and Video Star Content, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Video Star Content.

Frontier Design claims no ownership interest in any Third Party Content and expressly disclaims any liability concerning such content.

All trademarks, service marks, logos, trade names and any other proprietary designations of Frontier Design used herein are trademarks or registered trademarks of Frontier Design. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

## **VIDEO STAR APPLICATION LICENSE**

### **License Grant**

Subject to your compliance with the terms and conditions of these Terms, Video Star grants you a limited, non-exclusive, non-transferable license, without the right to sublicense, to download and install a copy of the Video Star Application onto any authorized device you own and control, and run such copy of the Video Star Application solely for your personal, non-commercial use. Furthermore, with respect to any version of the Video Star Application obtained through the Apple App Store, you may only use the Video Star Application as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. The Video Star Application is licensed, not sold, to you for use only under these Terms and Frontier Design reserves all rights in the Video Star Application not expressly granted to you in these Terms.

### **Restrictions**

Except as expressly specified in these Terms, you may not (a) copy or modify the Video Star Application, including, but not limited to, adding new features or otherwise making adaptations that alter the functioning of the Video Star Application; (b) transfer, sell, rent, lease, distribute, sublicense or otherwise assign any rights to, or any portion of, the Video Star Application to any third party; or (c) make the functionality of the Video Star Application available to multiple users through any means, including, but not limited to, distribution of the Video Star Application or by

uploading the Video Star Application to a network or file-sharing service or through any hosting, application services provider or any other type of service. The Video Star Application contains trade secrets, and in order to protect those secrets you agree not to disassemble, decompile or reverse engineer the Video Star Application, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law. You must comply with any technical restrictions in the Video Star Application that allow you to use the Video Star Application only in certain ways. Notwithstanding the foregoing restrictions in this paragraph, nothing in these Terms shall act as a limitation on your ability to transfer, sell, convey or otherwise dispose of any device on which the Video Star Application is embodied to the extent such Video Star Application is authorized for use on such device.

### **Updates and Upgrades; No Obligation**

Frontier Design is not obligated to maintain or support the Video Star Application, to provide all or any specific content through the Video Star Application, or to provide you with updates, upgrades or services related thereto. You acknowledge that Frontier Design may from time to time in its sole discretion issue updates or upgrades to the Video Star Application, disable access to the Video Star Application for any period of time or permanently, and may automatically update or upgrade the version of the Video Star Application that you are using on your mobile device. You consent to such automatic updating or upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such updates or upgrades, unless such update or upgrade is accompanied by a separate license, in which case the terms of that license shall apply. Frontier Design shall have no liability to you arising out of any unavailability of the Video Star Application or the loss of any Video Star Videos on any version of the Video Star Application.

### **U.S. Government End Users**

The Video Star Application and related documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Video Star Application and related documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the Video Star Application and related documentation will be only those specified in these Terms.

### **Proprietary Rights**

You agree that Frontier Design and its licensors own all right, title, and interest in and to the Video Star Application, including all intellectual property rights therein, and that Frontier Design retains ownership of all copies of the Video Star Application even after installation on your mobile device. The Video Star Application is protected by United States copyright law and international treaties. You will not delete or in any manner alter the copyright, trademark and other proprietary rights notices or markings appearing on the Video Star Application as delivered to you.

## **EXPORT CONTROL**

You may not use, export, re-export, import or transfer the Video Star Application except as authorized by United States law, the laws of the jurisdiction in which you obtained the Video Star Application, and any other applicable laws. In particular, but without limitation, the Video Star Application may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Video Star Application, you represent and warrant that you are not located in any such country or on any such list. You also may not use the Video Star Application for any purpose prohibited by U.S. law.

## **FEEDBACK**

We invite you to provide us with your thoughts, ideas, comments, and feedback (collectively "**Feedback**") on the Services and how we might be able to improve the Services or make it more useful to Video Star App Users. You may submit Feedback by using the customer support features of the Video Star app. You acknowledge and agree that all Feedback will be the sole and exclusive property of Frontier Design and you hereby irrevocably assign to Frontier Design and agree to irrevocably assign to Frontier Design all of your right, title, and interest in and to all Feedback, including without limitation, all worldwide patent rights, copyright rights, trade secret rights and other proprietary or intellectual property rights therein. At Frontier Design's request and expense, you will execute documents and take such further acts as Frontier Design may reasonably request to assist Frontier Design to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

## **INTERACTIONS BETWEEN USERS**

You are solely responsible for your interactions (including any disputes) with other Video Star App Users or users who view or access Video Star Videos. You understand that Frontier Design does not in any way screen users of the Services. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Services and disclosing personal information to other users of the Services. You agree to take reasonable precautions in all interactions with other users of the Services, particularly if you decide to communicate with other users of the Services offline or meet them in person. Your use of the Services, Video Star Content, User Content, and any other content made available through the Services is at your sole risk and discretion, and Frontier Design hereby disclaims any and all liability to you or any third party relating thereto. Frontier Design reserves the right to contact users of the Services, in compliance with applicable law, in order to evaluate compliance with the rules and policies in these Terms. You will cooperate fully with Frontier Design to investigate any suspected unlawful, fraudulent or improper activity via the Services.

## **GENERAL PROHIBITIONS**

You agree not to do any of the following while using the Services or Video Star Content:

- Access, post, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of privacy or publicity, including, but not limited to, in any Third Party Content; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, vulgar, offensive, shocking or objectionable; (v) constitutes child pornography or child erotica; (vi) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual, group, class of people or characteristics of any person; (vii) is violent or threatening or promotes violence or actions that are threatening to any other person; or (viii) promotes illegal or harmful activities or substances (including, but not limited to, activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances or the unauthorized Use of copyrighted materials).
- Use, display, mirror, frame or utilize framing techniques to enclose the Services, or any individual element or materials within the Services, Frontier Design's name, any Frontier Design trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without Frontier Design's express written consent;
- Access, tamper with or use non-public areas of the Services, Frontier Design's computer systems or the technical delivery systems of Frontier Design's providers;
- Attempt to probe, scan or test the vulnerability of any Frontier Design system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Frontier Design or any of Frontier Design's providers or any other third party (including another user) to protect the Services or Video Star Content;
- Access or search the Services or Video Star Content through the use of any engine, software, tool, agent, device or mechanism other than the software provided by Frontier Design or other generally available third party web browsers (such as Chrome, Safari, Internet Explorer, Firefox, etc.);
- Send or post any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Frontier Design trademark, logo URL or product name without Frontier Design's express written consent;
- Use the Services or Video Star Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or other communication, or in any way use the Services or Video Star Content to send altered, deceptive or false source- identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Video Star Content; Interfere with, or attempt to interfere with, the access of any user, host or network connected to the Site or Services, including, without limitation, sending a virus, overloading, flooding, spamming or mail-bombing the Site;



- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Solicit login information or access an account belonging to someone else;
- Use the Video Star Application to do anything misleading, malicious or discriminatory;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Frontier Design will have the right to investigate and take all appropriate legal action to prevent, stop or deter violations of any of the above, including infringement of intellectual property rights and Services security issues. Frontier Design may involve and cooperate with law enforcement authorities and third party intellectual property owners in prosecuting users who violate these Terms or the rights of any third party.

## **MONITORING**

You acknowledge and agree that Frontier Design: (i) is not responsible for the availability or accuracy of any Third Party Content or User Content or the products or services available on any Third Party Sites; (ii) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to, reliance on or use of Third Party Content, User Content or Third Party Sites; (iii) does not undertake or assume any duty to monitor the Services for inappropriate or unlawful content; and (iv) does not make any promises to remove any Third Party Content or User Content from being accessed through the Services. Notwithstanding the foregoing, Frontier Design reserves the right to monitor, filter, block or remove any Video Star Videos and Third Party Content from the Services at any time in Frontier Design's sole discretion for any reason and without any liability to you.

## **SWEEPSTAKES AND CONTESTS**

Frontier Design may operate sweepstakes, contests and similar promotions (collectively, "**Promotions**") through the Services. You should carefully review the rules (e.g., the "**Official Rules**") of each Promotion in which you participate through the Services, as they may contain additional important information about Frontier Design's rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotion. To the extent that the terms and conditions of such Official Rules conflict with these Terms, the terms and conditions of such Official Rules will control.

## **TERM AND TERMINATION**

The license to the Video Star Application granted under these Terms remains in effect, unless earlier terminated by you or Frontier Design in accordance with this provision. You may terminate the license at any time by destroying all copies of the Video Star Application in your possession or control. Without limiting any other terms of these Terms, the license will automatically terminate without notice from Frontier Design if you breach any terms of these Terms. Upon any termination of these Terms, you must cease all use of the Video Star Application and promptly delete and destroy all copies, full or partial, of the Video Star Application.

Without limiting any other remedies, Frontier Design may at any time suspend or terminate your right to use the Services. In addition, Frontier Design may notify authorities or take any actions it deems appropriate, without notice to you, if Frontier Design suspects or determines, in its own discretion, that you may have or there is a significant risk that you have (i) failed to comply with any provision of these Terms or any policies or rules established by Frontier Design; or (ii) engaged in actions relating to or in the course of using the Services that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, Video Star App Users, others of the Services, Frontier Design or any other third parties or the Services.

Notwithstanding any other provision of these Terms, we may retain copies of your User Content for archival or audit purposes or as may be required by law. Furthermore, Frontier Design and its users may retain and continue to Use, store and display any of your User Content that other users have stored or shared through the Video Star Application.

After any termination, you understand and acknowledge that we will have no further obligation to provide the Services and all licenses and other rights granted to you by these Terms will immediately cease. Frontier Design will not be liable to you or any third party for termination of the Services or termination of your use of either. UPON ANY TERMINATION OR SUSPENSION, ANY CONTENT OR INFORMATION (INCLUDING USER CONTENT) THAT YOU HAVE SUBMITTED ON OR THROUGH THE SERVICES MAY NO LONGER BE ACCESSIBLE BY YOU VIA THE SERVICES, AND VIDEO STAR SHALL HAVE NO LIABILITY TO YOU FOR SUCH UNAVAILABILITY.

Any suspension, termination or cancellation of these Terms, including, but not limited to, termination of your right to use the Services, will not affect your obligations to Frontier Design under these Terms (including, without limitation, proprietary rights and ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive and do survive such suspension, termination or cancellation, including, but not limited to, the sections User Content, Ownership, Feedback, Term and Termination, Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, and Miscellaneous.

## **DISCLAIMERS**

THE SERVICES, VIDEO STAR CONTENT, THIRD PARTY CONTENT AND USER CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE,” AND “WITH ALL FAULTS,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, FRONTIER DESIGN EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FRONTIER DESIGN MAKES NO WARRANTY THAT THE SERVICES, VIDEO STAR CONTENT, THIRD PARTY CONTENT OR USER CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FRONTIER DESIGN OR THROUGH THE SERVICES, VIDEO STAR CONTENT OR USER CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## **INDEMNITY**

You agree to defend, indemnify, and hold Frontier Design, its officers, directors, investors, employees agents, and advisors (collectively, “**Frontier Design Indemnified Parties**”) harmless from and against any claims, liabilities, damages, losses and expenses, including without limitation reasonable legal and accounting fees (collectively, “**Claims**”), arising out of or in any way connected with User Content, your access to or use of the Services or Video Star Content, or your violation of these Terms. You further agree that Frontier Design may, in its sole discretion, if it believes that you are unwilling or unable to adequately defend, indemnify, and hold the Frontier Design Indemnified Parties harmless from and against any and all Claims, assume the defense of any Claims at your expenses. Frontier Design will use reasonable efforts to notify you of its assumption of the defense against any Claims, but Frontier Design’s failure or inability to so notify you shall not eliminate or in any way modify your obligations under this section.

## **LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, INCLUDING THE VIDEO STAR APPLICATION, AND CONTENT THEREIN REMAINS WITH YOU. NEITHER FRONTIER DESIGN NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR VIDEO STAR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FRONTIER DESIGN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT FRONTIER DESIGN IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS, THIRD PARTIES, USER CONTENT OR THIRD PARTY CONTENT, AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT WILL FRONTIER DESIGN’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT THEREIN EXCEED ONE HUNDRED U.S. DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FRONTIER DESIGN AND YOU.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT BECAUSE SUCH WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND FRONTIER DESIGN, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND FRONTIER DESIGN IN LIGHT OF FRONTIER DESIGN'S OFFERING MANY OF THE FUNCTIONALITIES OF THE SERVICES FOR FREE, FRONTIER DESIGN'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT FRONTIER DESIGN WOULD NOT BE ABLE TO OFFER THE SERVICES TO YOU ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THESE LIMITATIONS.

## **DISPUTE RESOLUTION**

### **Mandatory Arbitration**

Please read this carefully. It affects your rights. YOU AND FRONTIER DESIGN AND EACH OF OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit [www.adr.org](http://www.adr.org) for more information about arbitration.

### **Commencing Arbitration.**

A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a "**Notice**"), or, in the absence of a mailing address provided by you to Frontier Design, to you via any other method available to Frontier Design, including via e-mail. The Notice to Frontier Design should be addressed to: Frontier Design Group, LLC, 31 Old Etna Rd., Suite 5N, Lebanon, NH 03766, Attn: Chief Executive Officer (the "**Arbitration Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (the "**Demand**"). If you and Frontier Design do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Frontier Design may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (the "**Rules**"), AS MODIFIED BY THESE TERMS. The Rules and AAA forms are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address. If you are required to pay a filing fee to commence an

arbitration against Frontier Design, then Frontier Design will promptly reimburse you for your confirmed payment of the filing fee upon Frontier Design's receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee, unless your Demand is deemed to be fraudulent or in bad faith or is equal to or greater than \$1,000, in which case you are solely responsible for the payment of the filing fee.

### **Arbitration Proceeding**

The arbitration shall be conducted in the English language. A single independent and impartial arbitrator shall be appointed pursuant to the Rules, as modified herein. You and Frontier Design agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (i) the arbitration shall be conducted in English and by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration shall not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

### **No Class Actions**

YOU AND FRONTIER DESIGN AGREE THAT YOU AND FRONTIER DESIGN MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN YOU FURTHER AGREE THAT THE PROVISIONS OF THIS AGREEMENT CONCERNING MANDATORY ARBITRATION SHALL NOT APPLY TO ANY ACTION INVOLVING A PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND SUCH ACTIONS BETWEEN YOU AND FRONTIER DESIGN SHALL PROCEED, IF AT ALL, IN STATE OR FEDERAL COURT, AND SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN THE STATE OF NEW HAMPSHIRE.

### **Decision of the Arbitrator.**

Barring extraordinary circumstances, the arbitrator shall issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator shall be in writing and shall include a statement setting forth the reasons for the disposition of any claim. The arbitrator shall apply the laws of the State of New Hampshire in conducting the arbitration. You acknowledge that these Terms and your use of the Services evidences a transaction involving interstate commerce. The United States Federal Arbitration Act shall

govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in these Terms.

### **Choice of Law/Forum**

These Terms and your use of the Services shall be governed by the substantive laws of the State of New Hampshire without reference to its choice or conflicts of law principles. Only if the Mandatory Arbitration clause is deemed to be null and void, then all disputes arising between you and Frontier Design under these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of New Hampshire, and you and Frontier Design hereby submit to the personal jurisdiction and venue of these courts and waive any claim of inconvenient forum.

### **Equitable Relief.**

The foregoing provisions of this Dispute Resolution section do not apply to any claim in which Frontier Design seeks equitable relief of any kind. You acknowledge that, in the event of a breach of these Terms by Frontier Design or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Frontier Design, including with respect to any User Content, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in these Terms.

### **Claims**

You and Frontier Design agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Services, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

### **Improperly Filed Claims**

All claims you bring against Frontier Design must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section shall be considered improperly filed. Should you file a claim contrary to this Dispute Resolution section, Frontier Design may recover attorneys' fees and costs up to \$5,000, provided that Frontier Design has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

### **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENTS**

#### **Respect of Third Party Rights.**

Frontier Design respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our users to do the same. Infringing activity will not be tolerated on or through the Services.

## **Repeat Infringer Policy.**

Frontier Design's intellectual property policy is to (i) remove or disable access, to the extent of Frontier Design's ability and control, material that Frontier Design believes in good faith, upon notice from an intellectual property owner or their agent, is infringing the intellectual property of a third party by being made available through the Services, and (ii) remove or disable access to any User Content posted to or made available through the Services by "repeat infringers." Frontier Design considers a "repeat infringer" to be any user that has uploaded User Content to or through the Services and for whom Frontier Design has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512(c) with respect to such User Content. Frontier Design has discretion, however, to terminate the account of any user, to the extent Frontier Design has such ability, after receipt of a single notification of claimed infringement or upon Frontier Design's own determination. Note, however, that Frontier Design may not have an ongoing relationship with Video Star App Users following the download of the Application to a mobile device that enables Frontier Design to block a user from uploading a Video Star Video to a Third Party Site.

## **Procedure for Reporting Claimed Infringement**

If you believe that any content accessible on or through the Services has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "Notification of Claimed Infringement" containing the following information to the Designated Agent identified below. Your communication must include substantially the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
- (ii) Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;
- (iii) Identification of the specific 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 Frontier Design to locate the material;
- (iv) Information reasonably sufficient to permit Frontier Design to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- (v) A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) 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.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

### **Designated Agent Contact Information**

Frontier Design's Designated Agent for notices of claimed infringement can be contacted at:

Via E-mail: [copyright@frontierdesign.com](mailto:copyright@frontierdesign.com)

Via U.S. Mail:

Barry Braksick  
Frontier Design Group, LLC  
31 Old Etna Road  
Unit 5N  
Lebanon, NH 03766

### **Counter Notification**

If you receive a notification from Frontier Design that material made available by you on or through the Services has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Frontier Design with what is called a "**Counter Notification.**" To be effective, a Counter Notification must be in writing, provided to Frontier Design's Designated Agent through one of the methods identified immediately above, and include substantially the following information:

- (i) A physical or electronic signature of the subscriber;
- (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (iii) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (iv) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which Frontier Design may be found, and that the subscriber will accept service of process from the person who provided a notification of claimed infringement pursuant or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.



## **False Notifications of Claimed Infringement or Counter Notifications**

The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Frontier Design] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Frontier Design reserves the right to seek damages from any party that submits a notification of claimed infringement or counter notification in violation of the law.

For the avoidance of doubt, only notices submitted under the Digital Millennium Copyright Act and the procedures set forth in this section should be sent to the Designated Agent at [copyright@frontierdesign.com](mailto:copyright@frontierdesign.com) or to the postal address or facsimile number identified above. Any other comments, compliments, complaints or suggestions about Frontier Design, the operation of the Services or any other matter should be sent to [info@frontierdesign.com](mailto:info@frontierdesign.com).

## **MISCELLANEOUS**

### **Entire Agreement; Amendment**

These Terms of Use constitute the entire and exclusive understanding and agreement between Frontier Design and you regarding the Services and any content available thereon or there through, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Frontier Design and you regarding the Service or such content. These Terms shall not be modified except in a writing, signed by both parties, or by a change to these Terms made by Frontier Design as authorized in these Terms.

### **Waiver**

A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. No failure or delay on the part of Frontier Design in the exercise of any power or right under these Terms shall operate as a waiver thereof. No single or partial exercise of any right or power under these Terms shall operate as a waiver of such right or of any other right or power. The waiver by Frontier Design of a breach of any provision of these Terms shall not operate or be construed as a waiver of any other or subsequent breach of these Terms.

### **Severability**

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### **Assignment**

You may not assign or transfer these Terms by operation of law or otherwise, without Frontier Design's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Frontier Design may freely assign these Terms. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

### **No Agency**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Frontier Design as a result of these Terms or use of the Services. You further acknowledge that by submitting User Content, no confidential, fiduciary, contractually implied or other relationship is created between you and Frontier Design other than pursuant to these Terms.

### **Headings**

The heading references in these Terms are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

### **Notices**

You consent to the use of: (i) electronic means to complete these Terms and to deliver any notices or other communications permitted or required hereunder; and (ii) electronic records to store information related to these Terms or your use of the Services. Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Frontier Design (x) via email if applicable (in each case to the address that you provide); or (y) by posting on or through the Services. For notices made by e-mail, the date of transmission will be deemed the date on which such notice is transmitted.

### **Rights Cumulative**

Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

### **No Third Party Beneficiaries**

There are no third-party beneficiaries of these Terms unless provided expressly by Frontier Design with respect to any Third Party Content expressly licensed by Frontier Design.

**Disclosure**

The Services hereunder are offered by Frontier Design Group, LLC, located at 31 Old Etna Road Suite 5N, Lebanon, NH 03766. You may contact us by sending correspondence to the foregoing address or by emailing us at [info@frontierdesign.com](mailto:info@frontierdesign.com). If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for these Terms.

**CERTAIN THIRD PARTY SOFTWARE**

The Video Star Application may use open source software from third-parties, including the open source software components or packages listed in the Legal Notices disclosure.