

SeeltAgain App Terms of Use

SeeltAgain is a platform for you to create video recordings (“Your Content”) using two devices in conjunction with each other: one that records (e.g., an iPhone) and one that controls the recording (e.g., an Apple watch, another iPhone or an iPad). These two devices, the “Recorder” and “Viewer,” respectively, must be connected to each other via Bluetooth, using a password.

SeeltAgain does NOT automatically upload Your Content to the cloud and functions without an internet connection. You are totally responsible for Your Content and the use of the SeeltAgain app, and we encourage you to use our app responsibly.

Terms of Use

These Terms of Use are effective as of June 1, 2018.

These Terms of Use constitute a legally binding agreement between you and Swarms Ventures, LLC (“we” or “us”). By using the SeeltAgain app (the “App”), you agree to be bound by these Terms of Use, including our Privacy Policy, available at <https://seeitagainapp.com/privacy-policy>. **If you do not agree to be bound by all of these Terms of Use, do not access or use the App. You must be at least 13 years old to use the App.**

A. General Conditions

1. We reserve the right, in our sole discretion, to change these Terms of Use ("**Updated Terms**") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on this webpage, and that your use of the App after the effective date of the Updated Terms constitutes your agreement to the Updated Terms. Therefore, before using the App, you should review this webpage to check whether there are any Updated Terms. The Updated Terms will be effective as of the time of posting on our website at <https://seeitagainapp.com/terms-of-use>, or such later date as may be specified on this webpage, and will apply to your use of the App from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.

B. Rights

1. The App may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that we may place such advertising and promotions on the App consistent with our Privacy Policy.
2. The App contains content owned or licensed by us ("SV Content "). SV Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and us, we own and retain all rights in SV Content and the App. Accordingly, you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit SV Content.
3. The SeeltAgain name and logo are our trademarks, and may not be copied, imitated or used, in whole or in part, without prior written permission from us. In addition, no copyrightable SV

Content may copied, imitated or used, in whole or in part, without prior written permission from us.

C. Disclaimer of Warranties

THE APP, INCLUDING, WITHOUT LIMITATION, SV CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER WE NOR ANY OF OUR EMPLOYEES, MEMBERS, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, "RELATED PERSONS") MAKE ANY REPRESENTATION, WARRANTY OR ENDORSEMENT OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE APP; (B) THE SV CONTENT; OR (C) THE SECURITY OF YOUR DEVICES. IN ADDITION, WE HEREBY DISCLAIM, TO THE FULLEST EXTENT ALLOWED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

WE DO NOT REPRESENT OR WARRANT THAT THE APP WILL BE ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT THAT YOUR USE OF THE APP IS LAWFUL IN ANY PARTICULAR JURISDICTION OR FOR ANY PARTICULAR ACTIVITY, AND WE SPECIFICALLY DISCLAIM SUCH WARRANTIES.

YOU ACKNOWLEDGE THAT YOUR USE OF THE APP IS YOUR SOLE RESPONSIBILITY AND RISK.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE. ACCORDINGLY, TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF CERTAIN WARRANTIES, THESE TERMS OF USE SHALL BE GIVEN A LIMITED CONSTRUCTION.

D. Limitation of Liability; Waiver

UNDER NO CIRCUMSTANCES WILL WE OR OUR RELATED PERSONS BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EMOTIONAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO YOUR OR ANY THIRD PARTY'S USE, MISUSE, INABILITY TO USE, OR MALFUNCTION OF THE APP, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO YOUR DEVICE OR OTHER EQUIPMENT, OR ANY HARM TO ANY PROPERTY OR PERSON, INCLUDING DEATH.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT ANY SUCH LIMITATION OR EXCLUSION, THESE TERMS OF USE SHALL BE GIVEN A LIMITED CONSTRUCTION. IN NO EVENT, HOWEVER, SHALL WE OR OUR RELATED PERSONS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

BY USING THE APP, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE

OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

F. Indemnification

You agree to defend (at our request), indemnify and hold us and our Related Persons harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following: (i) your use, misuse, inability to use, or malfunctioning of the App; (ii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iii) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (iv) any act of omission constituting fraud or misrepresentation made by you. You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

G. Governing Law & Venue

These Terms of Use and any dispute or controversy arising out of or related to these Terms of Use and/or the relationship between you and Swarms Ventures, LLC established herein ("Claims") shall be governed by and construed, interpreted and resolved in accordance with the laws of the State of Vermont without regard to its choice of law provisions; provided, however, that any procedural or substantive Claim conflicting with or falling under the exclusive jurisdiction of United States federal law shall be governed by, and construed, interpreted and resolved in accordance with United States federal law without regard to its choice of law provisions. All Claims shall be submitted exclusively to the federal and state courts of competent jurisdiction located in Chittenden County, Vermont, and the you and Swarms Ventures LLC hereby unconditionally and irrevocably consent and submit to such exclusive jurisdiction and venue, and waive any objection they may now or hereafter have with respect thereto.

H. Time Limitation on Claims

You agree that any Claims must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

I. Entire Agreement

These Terms of Use constitute the entire agreement between you and us relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to said subject matter.

J. Binding Effect

These Terms of Use shall be binding upon and inure to the benefit of you and us, our Related Persons, and the respective successors, assigns, heirs, executors and administrators of each of the foregoing.

K. Territorial Restrictions

The App is not intended for use by any person or entity in any jurisdiction or country where such use would be contrary to law or regulation or which would subject Swarms Ventures, LLC to any registration requirement with any governmental body. We reserve the right to limit the availability of the App to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

L. Language

These Terms of Use were written in English (US). To the extent any translated version of these Terms of Use conflicts with the English version, the English version controls.