

# Terms and Conditions

## 1. Binding Agreement

Welcome to DIGIREGS, a service brought to you by DigiRegs Systems Inc. ("DIGIREGS"). DIGIREGS is providing its services to you subject to the following Terms of Use (the "Terms"), as may be updated by DIGIREGS from time to time in DIGIREGS sole discretion without further notice to you, except where otherwise indicated. The latest version of the Terms is always available for your review at [http://digiregs.net/terms\\_conditions\\_privacy.php](http://digiregs.net/terms_conditions_privacy.php). Additionally, certain aspects of our services are subject to additional rules and regulations that are unique to such services. Where additional rules or regulations are applicable, you will be notified and be required to agree to such additional rules and regulations prior to your use of such services. Also, in some circumstances DIGIREGS may offer services that are subject to terms of use that are different from the Terms. In such cases, you will be prompted to accept such terms of use prior to your use of such services. References to "you" in these Terms means you, your duly authorized representatives and the entity you represent.

## 2. DIGIREGS Services

DIGIREGS provides Production Studios and Publishers a platform and technology to manage their content and its use across the internet. Digital video templating is a technique in which videos are processed and set with unique identifiers that are linked to specific characteristics of a video (collectively, the "Templates"). DIGIREGS offers the process of generating the Templates, as well as using them for copyright detection, duplication/quality analysis, market analytics, metadata analytics, spidering, among any other processes required by you (collectively, the "Services"). You understand and agree that as part of your use of the Services, you may in certain circumstances receive communications from DIGIREGS, including without limitation in response to a research inquiry, to verify the accuracy of findings, to validate the legitimacy of copyrights, to confirm a video removal or submissions or with respect to order fulfillment, and that these communications form an essential part of your use of the Services from which you cannot opt out. In all cases, you acknowledge and agree that the Services are provided to you "AS-IS" and that DIGIREGS assumes no responsibility for the accuracy or timeliness of any information provided to you through the Services or with respect to the removal of content or placement of content on publications through the Services. You acknowledge that all Templates generated during the use of Services, whether for any purpose, including but not limited to testing, evaluation, analysis, demonstration and live service are property of DIGIREGS. DIGIREGS retains the right to use these Templates as required by DIGIREGS, and is not obligated to delete, return, discard or remove the Templates. DIGIREGS will not grant access to or make public any Templates generated through Services to any party. DIGIREGS can, at its sole discretion, choose to return or destroy these Templates if requested by you.

## 3. Registration with DIGIREGS

For most Services, you will be required to register with DIGIREGS prior to being able to utilize such Services, including providing all registration information. As consideration for the use of such Services, you represent and warrant that:

- a. all Registration Information provided by you is true, accurate, current and complete at the time of registration and you undertake to update all such Registration Information if at any time during your use of the Services it becomes untrue or inaccurate,
- b. you are at least eighteen (18) years of age,
- c. you, or the entity you represent, has not, within the last twenty-four (24) months, declared bankruptcy, made or been forced to make an assignment for the benefit of creditors, been adjudicated bankrupt and/or voluntarily commenced a liquidation,
- d. you are legally authorized to conduct your business, including conducting such activities as are contemplated by use of the Services in whatever manner so used,
- e. you will use the Services for the sole and exclusive purpose of conducting market research, protecting said copy written material, removal of content, regulation of content on a publication, submission of content, accessibility to content, and general management of content and copy written works.

If any of your representations and warranties with respect to (a) through (e) above is untrue, inaccurate, not current or incomplete, you are not authorized to use the Services and DIGIREGS may, in its sole discretion, prevent your use of the Services or invalidate any action taken with respect to your use of the Services, provided that DIGIREGS may also, notwithstanding a violation of such representations and warranties, hold you completely and totally liable for any actions taken with respect to your use of the Services, including for payment of any fees you may incur using such Services, if any. DIGIREGS reserves the right to refuse access to the Services to anyone at any time and for any reason in its sole discretion. You understand and agree that in the course of registration, you will be asked to provide a secure password and log in information for purposes of accessing those Services that require registration. You certify that you will only provide such secure password

and log in information to those individuals associated with you that are duly authorized to act on your behalf with respect to the Services. You acknowledge and agree that you will be solely responsible for any and all activity of whatever nature conducted through the Services using such secure password and log in information. DIGIREGS will not be responsible for any loss, damage and/or unauthorized use of your secure password, log in information or related accounts. You agree to notify DIGIREGS immediately of any unauthorized use or your secure password, log in information or related accounts as soon as you become aware of any such unauthorized usage. In order to assist DIGIREGS in maintaining the security of all secure passwords, log in information and all related accounts and as further consideration for your use of the Services, you agree to properly log off of secure areas within DIGIREGS at the end of each such usage. If, at any time, you provide any Registration Information, by update or otherwise, that is untrue, inaccurate, not current or incomplete, or if DIGIREGS has reasonable grounds to suspect that such Registration Information is untrue, inaccurate, not current or incomplete, DIGIREGS has the right to terminate or suspend your access to all or a portion of the Services. Notwithstanding any such suspension or termination, you will remain liable and solely responsible for any and all activity of whatever nature conducted through the Services.

#### **4. DIGIREGS Privacy Policy**

Certain information you provide to DIGIREGS, including without limitation the Registration Information, is subject to the terms of our Privacy Policy, as may be updated from time to time in DIGIREGS sole discretion, the latest version of which is available at [http://digiregs.net/terms\\_conditions\\_privacy.php](http://digiregs.net/terms_conditions_privacy.php). You understand and agree that your use of all or any portion of the Services constitutes acceptance of DIGIREGS' collection and use (as provided for in the Privacy Policy) of all information, including the Registration Information, that you provide to DIGIREGS, including the transfer of all such information to the United States and/or other countries for storage, processing and use by DIGIREGS and its affiliates.

#### **5. DIGIREGS Intellectual Property Policy**

DIGIREGS respects the intellectual property of others and by use of the Services, you agree to do the same, including without limitation, the patents, copyrights and trademarks of others. DIGIREGS reserves the right to suspend or terminate access to the Services of any party that it believes, in its sole discretion, is violating the patent, copyright or trademark of others. By signing up to the DIGIREGS Service you agree without limitation that the works, patents, trademarks, copyrights, and other forms of intellectual property that you lay claim to are those of your own or your companies.

##### **Copyright Matters**

With respect to copyright matters, re-use of any of DIGIREGS' editorial content and graphics for any purpose without DIGIREGS' permission is strictly prohibited. All graphics and editorial content on DIGIREGS.com and any related sites are protected by U.S. copyright, international treaties, and other applicable copyright laws and may not be copied without the express permission of DIGIREGS, which reserves all rights. Permission to use DIGIREGS' content is granted on a case-by-case basis. Do not copy or adapt the HTML or other code that DIGIREGS creates to generate pages. It also is covered by DIGIREGS' copyright. As a regular part of our business, DIGIREGS provides services to facilitate content management from a wide variety of companies. DIGIREGS is not in a position to arbitrate disputes between the owners of intellectual property rights and companies who publish or list their products on DIGIREGS' sites. However, as a courtesy to owners of intellectual property rights, DIGIREGS is willing to perform a limited investigation of reasonable complaints. However, DIGIREGS provides no guarantee that we will remove the allegedly infringing materials from sites that host the content. DIGIREGS encourages the owners of intellectual property rights who believe their rights are being infringed by a company who advertises or lists its products on our site to resolve their disputes directly with that company. If your materials have been removed from our Services, including without limitation removal from DIGIREGS.com/DIGIREGS.net, based on the complaints of another party, DIGIREGS will provide you with notice of the removal of such materials due to alleged infringement of a third party's intellectual rights. DIGIREGS will also provide you with the e-mail address of the complaining party so that you may attempt to resolve the issue. DIGIREGS may restore your materials upon notification from the complaining party that the dispute has been resolved.

##### **Trademark Matters**

DIGIREGS, the DIGIREGS logo, are trademarks of DIGIREGS Systems Inc. (collectively, the "DIGIREGS Marks"). You agree not to display or use in any manner the DIGIREGS Marks without DIGIREGS' prior written consent.

#### **6. International Usage**

You acknowledge and agree that, in light of the global reach of the Internet, you will at all times comply with all local rules, laws and treaties, of whatever sort or nature, including without limitation, regarding transacting business online, the usage of all data, information, transactional data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials, the transmission of technical data exported from the United States or your country of residence or organization, in connection with your use of the Services.

## **7. Use and Storage Relating to the Services**

You acknowledge and agree that from time to time DIGIREGS may establish general practices and limits with respect to the use of its Services, such as, without limitation, the number of days any data obtained from Services is archived, the number of days for which summary account information will be maintained, the number of days a report may cover, the number of days historical transaction data will be maintained and/or accessible, the number of campaigns you may create, the number of Templates you may upload to DIGIREGS, the number of Template submissions, the maximum number of reports, research requests or other information queries that may be requested in a given time period, and the maximum amount of time you may be logged into your account in a given time period, among others. By using any portion of the Services, you acknowledge and agree that you will be subject to any and all such general practices and limitations and further, that DIGIREGS reserves the right, in its sole discretion, to alter these general practices and limitations from time to time, as it deems necessary or appropriate. You also acknowledge and agree that, by using any portion of the Services, you have no continuing rights to the information stored by DIGIREGS. You agree that all banners, images, texts and promotional materials communicated to DIGIREGS (collectively, the "Content") can be used at will and discretion of DIGIREGS during Services rendered from or to any party deemed a client by DIGIREGS.

## **8. Termination, Suspension or Modification of Services**

You acknowledge and agree that DIGIREGS has the right at any time and in such frequency as it determines to suspend, discontinue, or terminate the Services, in whole or in part, with or without notice to you. You further acknowledge and agree that DIGIREGS shall not be liable to you or any third party for any such suspension, discontinuance, or termination of the Services for any reason. Under some circumstances, DIGIREGS reserves the right to terminate your access to the Services, in whole or in part, immediately and without notice to you. Reasons for such a termination include, without limitation, (i) a breach or breaches of the Terms or other agreements and/or guidelines incorporated herein by reference, (ii) engagement by you in conduct that is deemed by DIGIREGS, in its sole and exclusive judgment, to be fraudulent or constituting an illegal act, (iii) a request made by law enforcement or other government agencies, (iv) a request made by you (self-selected termination): (v) suspension, discontinuance, or material modification of the Services or a portion thereof, (vi) unanticipated technical or security problems or issues, (vii) periods of extensive account inactivity, (viii) failure by you to pay or timely pay any fees, charges, or other monies due DIGIREGS or such third parties as it may serve as agent for in connection with settling a transaction, and (ix) violation of any agreement entered into in connection with your use of the Services. Any termination by DIGIREGS of your account and/or access to the Services will include, without limitation (i) removal of access to any and all offerings comprising the Services, (ii) deletion of your secure password, log in information and related accounts, including all historical transaction data and summaries, if any, and (iii) a prohibition against your ability to use the Services at any time in the future. You acknowledge and agree that any termination for cause is in DIGIREGS' sole and exclusive discretion and that any termination of your access to the Services and/or your account shall not cause DIGIREGS to be liable to you or any third party for any reason.

## **9. Proprietary Rights of DIGIREGS and Third Parties**

By using the Services, in whole or in part, you acknowledge and agree that the Services, any software necessarily used in connection therewith (collectively, the "Software") and any information or Templates derived from any such usage constitutes confidential and proprietary information of DIGIREGS that is protected by applicable intellectual property and other laws. You also acknowledge and agree that Content provided or made available to you by other third parties using the Services may be protected by trademarks, service marks, copyrights, patent rights or other proprietary rights and laws. Accordingly, you acknowledge and agree that you will not, unless expressly authorized in writing by DIGIREGS or the relevant third party provider of Content, as applicable, rent, sell, loan, lease, modify, distribute, reverse engineer, or create derivative works based on the Services, the Software, or the Templates, either in part or in their entirety. DIGIREGS hereby grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software for purposes of using the Services for the purposes set for in Section 2 above, provided (i) you do not copy, modify, reverse engineer, reverse assemble, create a derivative work from, or otherwise attempt, in any way, to discover any source code, sell, assign, sublicense, or otherwise transfer in any way rights in the Software, or allow any third party to do any of the foregoing, and/or (ii) your right to use the

Services for which the Software has been made available to you has not been suspended or terminated by DIGIREGS, for any reason, in whole or in part. You agree not to modify the Software in any manner or form, or use any modified versions of the Software, for any purpose, including without limitation, unauthorized access to the Services. You agree that you will not access or attempt to access the Services by any means other than through the interface provided to you by DIGIREGS for such purposes of accessing the Services.

## **10. Proprietary Rights of Content Submitted By You, Use of Transactional Data**

While DIGIREGS does not make any claim as to ownership of Content you may submit in connection with your use of the Services or otherwise make available, by using the Services, you hereby grant DIGIREGS a worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, modify, aggregate, adapt, publicly perform and publicly display such Content on the publicly accessible areas of the Services for purposes of promoting the Services and providing the Services to you and other third party users of the Services for so long as you continue to provide any such Content on or through the Services, subject to termination at such time as you or DIGIREGS removes such Content from inclusion in the Services. You agree that DIGIREGS retains control of all Content in the areas of Services that are provided for clients, at the discretion of DIGIREGS. For purposes of clarity, those areas of the Services that are \"publicly available\" include all areas of the Services that are accessible by the general public, whether registered with DIGIREGS pursuant to Section 3 above or otherwise, as well as those portions of the World Wide Web that are not hosted and/or served by DIGIREGS but are accessible via hypertext and other links. Additionally, you represent and warrant that you have all requisite rights and interests to all Content you may submit in connection with your use of the Services or otherwise make available, by using the Services.

Notwithstanding anything to the contrary set forth above in this Section 11, you hereby grant to DIGIREGS a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, modify, aggregate, adapt, publicly perform and publicly display that portion of the Content that constitutes transactional data with respect to the use of the Services, including without limitation, sales data, click-through data, winning bid price data, auction length data, and ratings and opinions submitted by you in connection with your use of the Services (collectively, the \"Transactional Data\").

## **11. Hypertext links to Third Party Websites**

In the course of your use of the Services, you may be provided with hypertext links to other Internet web sites and/or resources over which DIGIREGS has no control, including without limitation with respect to the content of such other Internet web sites and/or resources. By using the Services, you acknowledge and agree that DIGIREGS is not responsible for any such Internet web sites and/or resources in any way, including without limitation, the content of such web sites and the availability of such web sites. Furthermore, you acknowledge and agree that DIGIREGS, by including such hypertext links in the Services, does not purport to endorse and is not in any way responsible or liable for any of the services, products, content, advertising or other materials appearing on or available through any such Internet web sites and/or resources, including without limitation any damages or losses resulting from or alleged to be resulting from or in connection with use of or reliance on any such services, products, content, advertising or other materials appearing on or available through any such Internet web sites and/or resources.

## **12. Warranties Disclaimer**

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY YOU THAT:

- a. THE SERVICES ARE PROVIDED SOLELY ON AN \"AS-IS\" AND \"AS AVAILABLE\" BASIS. YOUR USE OF THE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK. DIGIREGS AND ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, PARTNERS, LICENSORS, PARENTS AND SUBSIDIARIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING.
- b. DIGIREGS AND ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, PARTNERS, LICENSORS, PARENTS AND SUBSIDIARIES ARE NOT RESPONSIBLE FOR AND YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, ANY LOSS OF DATA AND ANY OTHER NEGATIVE CONSEQUENCES THAT MAY BE CAUSED BY YOUR USE OF THE SERVICES AND ANY MATERIALS ACCESSED, VIA DOWNLOAD OR OTHERWISE, FROM THE SERVICES.
- c. ANY MATERIALS, INCLUDING WITHOUT LIMITATION INFORMATION, RECORDS, REPORTS, AND RESEARCH, ACCESSED, VIA DOWNLOAD OR OTHERWISE, THROUGH THE SERVICES ARE ACCESSED AT YOUR SOLE AND EXCLUSIVE RISK AND DISCRETION.
- d. DIGIREGS AND ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, PARTNERS, LICENSORS, PARENTS, AND SUBSIDIARIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT (i) THE SERVICES, INCLUDING WITHOUT LIMITATION MATERIALS PROVIDED TO

YOU THROUGH THE SERVICES (e.g., INFORMATION, RECORDS, REPORTS AND RESEARCH) WILL BE ERROR-FREE, ACCURATE, TIMELY, SECURE, RELIABLE OR UNINTERRUPTED, FREE FROM VIRUSES, BUGS, DEFECTS OR DEFICIENCIES (ii) THE SERVICES WILL MEET YOUR REQUIREMENTS, (iii) ANY LISTINGS PURCHASED AND/OR ORDER FULFILLED AND/OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SERVICES WILL BE DELIVERED TO YOU IN A TIMELY MANNER, IN WHOLE OR IN PART, OR AT ALL, WILL CONFORM TO THE SPECIFICATIONS SET FORTH IN ANY LISTING, IN WHOLE OR IN PART, OR WILL OTHERWISE MEET YOUR EXPECTATIONS, (iv) THE LISTINGS PURCHASED AND/OR THE ORDERS FULFILLED AND/OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SERVICES WILL YIELD ANY PARTICULAR RESULTS FOR YOU, AND (v) ANY ERRORS IN THE SERVICES AND/OR THE SOFTWARE WILL BE CORRECTED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS SECTION 13(d), IN THE EVENT A SUBSEQUENT AGREEMENT ENTERED INTO IN CONNECTION WITH YOUR USE OF THE SERVICES PROVIDES FOR WARRANTIES CONTRADICTED BY THIS SECTION 13(d), THE WARRANTIES SET FORTH IN SUCH SUBSEQUENT AGREEMENT WILL CONTROL AND SUPERSEDE THIS SUBSECTION WITH RESPECT TO SUCH PARTICULAR SERVICES.

e. NO INFORMATION, ADVICE, OR INSTRUCTION, REGARDLESS OF FORM OF COMMUNICATION, PROVIDED TO YOU FROM DIGIREGS, WHETHER THROUGH USE OF THE SERVICES OR FROM DIGIREGS' OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, PARTNERS, LICENSORS, PARENTS AND SUBSIDIARIES, WILL CREATE ANY WARRANTY OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS.

### **13. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DIGIREGS AND ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, PARTNERS, LICENSORS, PARENTS AND SUBSIDIARIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES, (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS AND/OR DATA, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION AND/OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES, (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING OR MADE AVAILABLE ON OR THROUGH THE SERVICES, AND/OR (v) ANY OTHER MATTERS RELATING TO THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS SECTION 14, IN THE EVENT A SUBSEQUENT AGREEMENT ENTERED INTO IN CONNECTION WITH YOUR USE OF THE SERVICES PROVIDES FOR TERMS WITH RESPECT TO LIMITATION OF LIABILITY THAT IS CONTRADICTED BY THIS SECTION 14, THE TERMS WITH RESPECT TO LIMITATION OF LIABILITY SET FORTH IN SUCH SUBSEQUENT AGREEMENT WILL CONTROL AND SUPERSEDE THIS SECTION 14 WITH RESPECT TO SUCH PARTICULAR SERVICES.

FURTHER NOTWITHSTANDING THE FOREGOING, SOME OF THE FOREGOING EXCLUSIONS OF CERTAIN WARRANTIES AND/OR THE LIMITATION AND/OR EXCLUSION OF WARRANTIES MAY NOT APPLY TO YOU, SINCE SOME JURISDICTIONS DO NOT ALLOW IT.

### **14. Indemnity**

You agree, as additional consideration for your use of the Services, to fully indemnify and hold harmless DIGIREGS and its officers, employees, agents, affiliates, partners, licensors, parents and subsidiaries from and against any demand or claim, including reasonable attorneys' fees, made by any third party due to or arising out your use of the Services, your connection to the Services, your violations of the Terms, any Content you submit, post, transmit or otherwise make available through the Services, or your violation of any rights of another.

### **15. General Provisions**

a. There shall be no third-party beneficiaries to your agreement with DIGIREGS pursuant to these Terms, except as may otherwise be expressly provided for herein.

b. These Terms constitute the entire agreement between you and DIGIREGS and govern your use of the Services, superseding any prior agreements between you and DIGIREGS with respect to the Services. In certain circumstances, you may also be subject to additional terms and conditions applicable to purchases of certain products and or services available by or through DIGIREGS.com whether made available directly by DIGIREGS or by certain of its affiliates and third-party providers.

c. These Terms, the Privacy Policy and such subsequent agreements as may be entered into by you in connection with the use of certain portions of the Services and your use of the Services in general shall be governed by the laws of the State of California without regard to any of its provisions regarding conflict of law. By using the Services, You agree to submit to the exclusive and personal jurisdiction of the courts located within the county of San Diego, California.

d. Any notices DIGIREGS may provide to you, including those with respect to a change of these Terms, may be made to you by postings on the Services or by e-mail or by regular mail. Any notices required by you hereunder shall be sent to Legal Department, 611 K Street Suite B102, San Diego, CA 92101 ATTN: Legal, via certified mail.

e. If any clause or provision in these Terms, or the Privacy Policy, or such subsequent agreements as may be entered into by you in connection with the use of certain portions of the Services and incorporated herein by reference is determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision these Terms, or the Privacy Policy or such subsequent agreements as may be entered into by you in connection with the use of certain portions of the Services and incorporated herein by reference, which will remain in full force and effect, provided, however, that a court having jurisdiction may revise such provision to the extent necessary to make such provision valid and enforceable consistent with the intention of the parties.

f. The failure by DIGIREGS to exercise or enforce any of the terms or conditions of these Terms, or the Privacy Policy or such subsequent agreements as may be entered into by you in connection with the use of certain portions of the Services and incorporated herein by reference shall not constitute a waiver of DIGIREGS' rights hereunder to enforce each and every term and condition of these Terms, or the Privacy Policy or such subsequent agreements as may be entered into by you in connection with the use of certain portions of the Services and incorporated herein by reference.

g. You may not assign any of your rights or responsibilities hereunder without first receiving the prior written consent of DIGIREGS.

h. The section headings contained in these Terms are solely for the purpose of reference and will not in any way affect the meaning or interpretation of these Terms.

i. You represent and warrant that by accepting these Terms and/or using the Services in any way, that you are not breaching any duty or obligation to any third-party and that the person executing this Agreement on behalf of it is the duly authorized representative of such party and authorized to bind it to the terms of this Agreement.

## **16. Attorney's Fees**

If either party hereto brings an action at law or in equity to enforce, interpret or seek redress for the breach of this Agreement/Relationship, then the prevailing party in such action shall be entitled to recover all court costs, witness fees and reasonable attorneys' fees, at trial, arbitration or on appeal in addition to all other appropriate relief. Such costs shall be recoverable whether or not suit is actually filed or a judgment entered.

## **17. Violations**

If you believe there have been any violations of these Terms, whether by you or another, you agree to report it to support@digiregs.net as soon as possible.";