

Terms of Use

Version 1.0

1. Acceptance of Agreement

A. By using this website (including all content available through the Pixelgarde.com domain), you are in agreement to both the Privacy Policy and the Terms of Use. If you fail to agree to these terms you should discontinue use of the Pixelgarde website immediately.

B. Pixelgarde, Inc. may amend the Terms of Use and Privacy Policies without notice, You will be responsible to periodically check for updates of these agreements.

C. Access to Pixelgarde.com is restricted to any person previously banned, under the age of 13, and/or unable to legally accept the Terms of Use agreement. Those ineligible to use the website must discontinue use immediately.

2. Website Terms

A. The Terms of Use applies to all users of the Pixelgarde Website, including users who contribute documents, information, and other material on the website. The website is subject to all aspects of Pixelgarde including but not limited to services or products, such as Pixelgarde Metadata Eraser BETA, which are offered through the website and the community.

B. The website may contain links to third-party websites that are not owned or controlled by Pixelgarde, Inc. Pixelgarde, Inc. cannot take responsibility for: the content, user agreements, or practices of any third-party websites. By using the website, you agree to not hold Pixelgarde, Inc. or its partners responsible for any liability from the use of third-party websites.

C. By using the website you hereby agree to not circumvent, disable, or interfere with any security-related features.

3. Account Terms

A. Pixelgarde, Inc. provides users with an account to access certain areas of the website. When creating an account, you must provide accurate and complete information. You will be held responsible for the activity that occurs on your account, therefore must keep your password secure. You may never use another's account without permission. You must notify Pixelgarde, Inc. immediately of any unauthorized use of your account.

B. You agree Pixelgarde, Inc. in its sole discretion for any reason may terminate any account it deems inappropriate.

4. Restrictions and Prohibitions

Pixelgarde, Inc. grants you permission to use the website in agreement to conditions outlined below, but not limited to:

- A. You will not redistribute any material pertaining to the website or user submissions without the written approval of Pixelgarde, Inc.
- B. You agree not to access Pixelgarde, Inc. content through any other methods or locations other than the pages at which the material appear on the website.
- D. You agree not to use the Website, for commercial gain, unless properly permitted by Pixelgarde, Inc. Prohibited commercial uses include but are not limited to: charging for access to content available on the website, the sale of advertising on the website or any third-party website with the purpose of gaining revenue.
- E. Prohibited commercial uses are not inclusive of: uploading a document to Pixelgarde, Inc., or maintaining a group to promote your entity; using the Website to show an ad-revenue blog or website, assuming the primary purpose of embedding is solely for monetary gain; exclusively licensed business users.
- F. You agree to not access the website using robots, spiders or any other automated means.

5. Content Use

- A. The content on the Pixelgarde, Inc. excluding user generated or uploaded content, is owned by or licensed to Pixelgarde, Inc. and subject to copyright and other intellectual property rights by law.
- B. You agree to not copy or redistribute any user generated content unless otherwise permitted. You may not redistribute any content deriving from Pixelgarde, Inc. for commercial purposes.
- C. You agree not alter or compromise any security features of the website in association with protecting content.
- D. You agree to not hold Pixelgarde, Inc. responsible for the accuracy, safety, or the intellectual property rights of user submitted content. You acknowledge that user submitted content may be subject to inaccuracy and/or objectionable material, and by accessing it you are agreeing to waive any legal rights, further holding Pixelgarde, Inc. and affiliates harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

6. User Content Submission

- A. You are responsible for your own submissions and the consequences as a result of posting or publishing them. By submitting content to the website you confirm to own or possess the necessary rights and permissions to authorize Pixelgarde, Inc. use of all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all your submissions.
- B. By submitting content to the website, you hereby grant Pixelgarde, Inc. a worldwide, non-exclusive, royalty-free, assignable, and transferable license to use, host, display, reproduce,

distribute, convert, and promote user content, in any formats in association with the Pixelgarde, Inc. Website and its affiliates business.

C. You agree to not submit content that is copyrighted, protected by trade secrets or otherwise subject to third party proprietary rights, unless you are the owner of such rights or have sufficient permission from the rightful owner to submit the content and to grant Pixelgarde, Inc. all of the appropriate license rights.

D. Once notified of user content that infringes on another's intellectual property rights, Pixelgarde, Inc. reserves the right to remove without prior notice at its own discretion. At any time Pixelgarde, Inc. may remove any material for any reason which it deems applicable.

7. Copyright and Digital Millennium Copyright Act

A. If you represent a copyright owner and believe that content infringes upon your copyrights, you may notify our designated copyright agent with regards to the Digital Millennium Copyright Act ("DMCA") by providing the following information in writing (refer to 17 U.S.C 512(c)(3) for further information):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the 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 the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. 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.

Pixelgarde, Inc.'s designated Copyright Agent to receive notifications of claimed infringement can be reached as follows:

By mail:

Copyright Agent c/o Pixelgarde, Inc.
10531 4S Commons Drive, Suite 420
San Diego, CA 92127

By e-mail:

info@pixelgarde.com

By fax:
425-675-0270

You acknowledge that failure to comply with all of the requirements of Section 7(A), will render your DMCA notice invalid.

Please note under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is deemed as infringing may be subject to liability.

B. Counter-Notice. If you believe that your content that was unrightfully removed and is not infringing because you have the prior authorization from the copyright owner or copyright owner's agent, you may send a counter-notice containing the following information to the Copyright Agent:

1. Your physical or electronic signature;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in California, CA, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the designated Copyright Agent, Pixelgarde, Inc. may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Pixelgarde, Inc.'s discretion.

Please note under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is removed by mistake may be subject to liability.

8. Disclaimer

YOU AGREE THAT THE USE OF PIXELGARDE, INC. IS STRICTLY AT YOUR OWN RISK AND TO THE FULLEST EXTENT OF APPLICABLE LAW PIXELGARDE, INC., ITS OFFICERS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES EXPRESSED IN RELATION TO USE OF THE WEBSITE. PIXELGARDE, INC. MAKES NO WARRANTIES ABOUT THE ACCURACY OF CONTENT DISPLAYED ON THE WEBSITE OR SITES LINKED TO. YOU AGREE TO NOT HOLD PIXELGARDE, INC. AND ITS AFFILIATES RESPONSIBLE FOR (I) ANY CLAIMS FOR LOSSES, LIABILITIES, INCLUDING LEGAL FEES AND EXPENSES IN ASSOCIATION TO YOUR USE OF THE WEBSITE, (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM USE OF THE WEBSITE, (III) ANY VIRUSES TRANSMITTED THROUGH THE WEBSITE OR OF ANY THIRD PARTY IN CONNECTION TO THE

WEBSITE, (IV) ANY LOSS OR DAMAGE AS A RESULT OF INFORMATION TRANSMITTED THROUGH THE WEBSITE, (V) THE WARRANTY OR GUARANTEE OF ANY THIRD PARTY OFFERED ON THE WEBSITE.

9. Indemnification

You agree to indemnify, defend, and hold Pixelgarde, Inc., and its officers, employees and agents harmless from any claims, losses, liabilities, costs or expenses including legal fees, as a result of your access to the website, violation of the terms of use, violation of a third party copyright or property right, claim that your content may have caused damage to a third party.

10. General

You understand that Pixelgarde, Inc. operates under the jurisdiction of the State of California. You agree that any claim or dispute between you and Pixelgarde, Inc. will be decided exclusively by the court located within the jurisdiction of the State of California. You hereby consent to the submission of personal information in the jurisdiction for the purposes of litigation. YOU AGREE THAT ANY ACTION OR CAUSE ARISING OUT OF OR RELATED TO THE PIXELGARDE, INC. WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF THE ACTION OR ELSE THE SUCH CAUSE OF THE ACTION IS PERMANENTLY BARRED.