



WEBSITE TERMS OF USE

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ABOUT US

Advid is a technology platform that creates dynamic pre-roll videos for every automobile make and model. All videos are automatically uploaded and updated on YouTube nightly, providing a scalable and cost-effective solution for video advertising by automotive OEMs and dealerships, as well as their advertising agencies (*Clients*).

TERMS OF USE

Advid, LLC and our affiliates (*Company, us or we*) have created these **Website Terms of Use** (or *Terms*) for our website www.advidvideo.com, any of its sub-domains, and any websites specifically identified as belonging to us (collectively, *Sites*), and the accounts, services, websites, mobile applications, and products found at or related to the Sites (*Services*).

ACCEPTANCE OF TERMS

These Terms govern your use of our Sites, as well as our Services, whether you access the Services directly from the Sites or through a third party application or website. We may also operate additional websites that are governed by their own terms of use. These Terms apply only to your use of these Sites. Please read these Terms carefully – by accessing or using any part of our Sites or Services, you agree to be bound by them. If you do not accept all of these Terms, you may not access or use our Sites or Services.

USER ACCOUNT

In order to access certain features of our Site or Services, you may be required to register by creating a user account. By registering, you agree to: (a) provide and maintain accurate, current, and complete information, (b) maintain the security of your username and password, (c) assume full responsibility for any uses of and actions that take place through your account, and (d) provide us with immediate notice of any breach of security or unauthorized use of your account. Your account may be terminated and your profile and any information you have provided through the Sites or Services may be deleted, and/or you may be prohibited from using or accessing the Sites or Services, or any portion thereof, at any time, with or without notice, and for any or no reason.

PRIVACY

Respecting your privacy and protecting your personal information is important to us. The types of information we collect and how we use them are set forth in our [Privacy Policy](#), which is available through a link on the Site and incorporated into these Terms by reference. By using the Sites or Services, you consent to the collection and use of personal information in accordance with the Privacy Policy.

LIMITED LICENSE

Subject to your complying with these Terms, we grant you a limited, revocable, nontransferable license to access and use the Sites and Services to which you have properly gained access. Any use of the Sites or Services other than as specifically authorized by these Terms is strictly prohibited and will automatically and immediately terminate the rights and licenses granted herein. Such unauthorized use may also violate applicable laws.

Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property (*IP*) rights, whether by estoppel, implication or otherwise. Except for content you provide, all content on the Sites and available through the Services is owned by or licensed to us, with all rights reserved, and is subject to and protected by copyright and other IP rights and laws.

USER CONDUCT

In using the Sites or Services, you may not: (a) register an account on behalf of an individual other than yourself, impersonate any person or entity, create a false identity, falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity, or attempt to use another person's account; (b) copy, transmit, display, distribute, download, modify, publish, post, reproduce, or otherwise use the Sites or Services for commercial or public purposes without our prior written consent; (c) use data mining, automated scripts, robots or similar data gathering or extraction tools or processes; (d) use the Sites or Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Sites or Services; or (e) upload, post, transmit, share, store or otherwise make available any material that (i) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or equipment or that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any law; or (ii) may, in our sole judgment, be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, vulgar, obscene, racist, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

DISCLAIMERS

We are not an automotive dealer, nor a seller or broker for any dealer. Nor are we a financial institution or seller or broker of any auto financing or insurance services. Information about specific Clients and their vehicles and services are provided by those Clients and, in the case of ancillary services, by the entities providing them. While we strive to keep our Sites current, we cannot guarantee the accuracy of information provided through the Sites or Services, including, without limitation, the availability or price of any vehicles or auto services or the terms or your eligibility for any promotions or offers, including any financing or leasing terms or offers, and are not responsible for any errors or omissions with respect to the information made available on the Sites or through the Services.

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Your use of or access to the Sites or Services may be denied at any time, without or without notice, and for any or no reason. Any of the Services may be modified or discontinued at any time, without or without notice, and for any or no reason. You agree that we will not be liable to you or any third party for any denial of access to, or modification or discontinuation of, any Services.

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COMPLIANCE WITH LAW ENFORCEMENT

We cooperate with government and law enforcement officials, as well as private parties, to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties that, in our sole discretion, we believe necessary or appropriate to respond to claims and legal process including, but not limited to, subpoenas, to protect our property and rights or that of a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or subject to legal action.

CHILDREN

Our Sites and Services are not targeted to or intended for use by children. Any use of or access to the Sites or Services by anyone under 13 is not permitted and violates these Terms. By using or accessing our Sites or Services, you represent and warrant that you are 13 years of age or older and fully able to agree to and abide by all of our Terms. We may suspend or terminate your user account and delete any profiles, content, or data you may have created or posted if we believe, in our sole discretion, that you are less than 13 years old.

INDEMNIFICATION

You agree to indemnify and hold us, our affiliates, our partners and our clients, and each of our and their owners, directors, officers, employees and agents (the *Indemnified Parties*) harmless from and against any and all losses, liabilities, claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your use of the Sites or Services, or any violation of these Terms or of any law or the rights of any user or other third party.

LIMITATION OF LIABILITY

In no event will any of the Indemnified Parties be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the Sites or Services, or any of the content accessed through or downloaded from the Sites, even if they are aware or have been advised of the possibility of such damages. In no case shall the Indemnified Parties' cumulative liability to you for any cause whatsoever, and regardless of the form of the action, exceed US\$10.00. Because certain state laws do not allow the exclusion or limitation of certain damages, these limitations, in full or in part, may not apply to you.

DISPUTE RESOLUTION/GOVERNING LAW

With respect to any dispute, you agree to first contact us at [Contact Us](#) and work with us in good faith to attempt to resolve the dispute. In the event we are not able to resolve the dispute, we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, *Claims*), through binding arbitration by the American Arbitration Association (*AAA*) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA. The arbitration shall take place in Fairfax County, Virginia. By visiting or using the Sites or Services, you agree that the laws of the Commonwealth of Virginia, without regard to its choice of law principles, will govern these Terms and any dispute of any sort that might arise between us. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For any such actions, we each agree to submit to the personal jurisdiction of the state and federal courts located in Fairfax County, Virginia and waive any and all defenses of lack of personal jurisdiction and forum non conveniens.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from the courts for matters related to data security, IP, or unauthorized access to the Sites or Services. We each agree to waive any and all rights we may have to trial by jury.

CORPORATE TRANSFER

In connection with a corporate merger, acquisition, divestiture, asset sale, joint venture, bankruptcy, dissolution, reorganization, or any other similar transaction or proceeding, we may sell, divest, transfer, assign, share or otherwise engage in a transaction that involves some or all of our assets, including your user account information and content.

GENERAL

We may modify these Terms, at any time and for any reason, by posting the revised Terms on our primary Site. Your use of the Sites after any such posting indicates your acceptance of the modified Terms. In the event any portion of these Terms is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect our original intentions; the remainder of these Terms shall remain in full force and effect. All provisions of these Terms that, by their terms, are reasonably expected to survive their termination shall survive such termination. These Terms contain the entire agreement concerning your use of the Sites and the Services and supersede all existing agreements and all other oral, written or other communication between us concerning its subject matter. No waiver of these Terms shall be effective unless in writing. Except as otherwise expressly stated in these Terms, there shall be no third-party beneficiaries.

CONTACT US

For any questions or concerns regarding your use of the Sites or Services, please email us at [Contact Us](#). We will make every effort to respond promptly and address your concerns.