

DPIInnovations Inc.

solutions for the digital textile industry

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This policy statement defines the terms of use that you are accepting by visiting; dpinnovations.com or web2fabric.com.

DPIInnovations reserves the right to seek all remedies available by law in equity for any violation of these terms. Any rights not expressly granted herein are reserved.

[References]

Owner; is DPIInnovations Inc.

User; is anyone visiting a website, developed by Owner.

Products; are websites developed by Owner, and services offered by the Owner.

3rd Party Software; is a product manufactured by a company other than DPIInnovations Inc. but marketed, sold & supported by DPIInnovations Inc.

[Registration]

User Account, Password and Security: If you register for any of the **Owners Products**, you will receive or create a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. If you allow third parties to access the **Product** through your username and password, you shall be responsible for all activity under your accounts, including without limitation any and all liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such activity. You agree to (a) immediately notify the **Owner** of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The **Owner** will not be liable for any loss or damage arising from your failure to comply with this Section.

The **User** agrees not to access the **Product** by any means other than through the interface that is provided by the **Owner** for use in accessing the **Product**.

[Privacy]

These terms confirm how we use personal information collected by our **Products**. By using our **Products** you are accepting the practices described in these terms. These terms may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to regularly review these terms to make sure that you understand how any personal information you provide will be used.

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by a **User**. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

Products may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type, internet location, network information and operating system, tracking the number of visitors, and understanding how visitors use **Products**. Cookies can also help customize the user experience. Personal information cannot be collected via cookies and other tracking technology however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information will not be shared with third parties.

Information collected is securely stored and may be associated with a **User** account.

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information. All emails and newsletters from this site allow you to opt out of further mailings.

When visiting our websites or using browser based applications all exchange of data is secured & encrypted.

Users may be provided with the option of using their Facebook account to register and/or Log In with our **Products**. The **User** will be required to grant our connection to Facebook access to specific information, which is detailed when the **User** uses their Facebook credentials. The information obtained may be recorded in order to communicate with the **User** and to enhance the **Users** experience of our **Products**.

[Applications]

When any **User** operates an application developed by the **Owner**, they agree to the following;

The **Owner** reserves the right to require a **User** to register a valid email address in order to use the application. Information about the **User** may be collected as detailed in the [Privacy] section of this policy.

Applications do NOT gather or upload any data about or belonging to the **User**, other than those items mentioned in these terms.

The **Owner** guarantees that any and all image data, provided by the **User** for use in an application, remains solely within the control of the **User** and any and all manipulation of the image data is only for the purposes requested by the **User**, via the application. All of the **Users** image data, within the application, will be purged when the **User** closes the application. Some application functionality allows the **User** to instruct the application to forward the **Users** image data and personal information to a third party. The **Owner** warrants that the transfer of data will be secure, but upon the data being delivered the **Owners** obligations in regard the data, as defined by this agreement, cease. **Users** should ensure they make themselves aware of the terms & conditions of business as defined by the third party in receipt of the data.

The **Owner** guarantees that all applications have been tested and found to be free of viruses and/or spyware.

The **User** guarantees not to attempt to de-compile the application, or use any techniques designed to deconstruct the runtime code in to source code, no matter for what reason. The **User** acknowledges that should it be proven in a court of law that they have fraudulently obtained the source code of an application, and used such code for commercial purposes, that they are liable and must pay compensation to the **Owner** in an amount at least equal to the predicted revenue lost, as supported by a courts' decision.

Applications are downloaded by browsers, or installed using AIR (Adobe Integrated Runtime) technology, always at the request of the **User**. The **User** may remove the application either by clearing their browser cache, or un-installing the application, as is applicable.

Should the **User** have any concerns about the terms of this policy, they should cease usage of the **Product** immediately, remove all copies of the **Product** from their computer, and contact the **Owner** for clarification of their concerns.

[Downloads]

By downloading or using **3rd Party Software** from www.DPInnovations.com the **User** agrees to the terms and conditions of any end user license agreement included with the **3rd Party Software** downloaded as well as the terms contained here-in. If the **User** does not agree with such terms and conditions, they should not use the **3rd Party Software**.

By downloading or using any **3rd Party Software** product, the **User** acknowledges that the **3rd Party Software** and documentation are subject to the country of origin for each package and the export and import laws governing the download location, as such the **User** agrees to comply strictly with all such laws and regulations.

The **User** certifies they will NOT transfer or export, directly or indirectly, any software or documentation, or any portions thereof, including without limitation any technical data, related materials, or updates, into any country or to any entity prohibited under the above-referenced Export Regulations, as amended, or in violation of any other applicable law, nor use them in any manner or for any purpose prohibited by such regulations or in violation of any other applicable law.

The **User** acknowledges that the **3rd Party Software** and documentation are confidential and contain proprietary information and trade secrets of the **3rd Party Software** developer or its licensors and agree to hold all such information in strictest confidence. The **User** may not use or disclose to any third party any such information except as expressly permitted under the terms and conditions of the associated End User License Agreement. The **User** understands that all **3rd Party Software** requires either a software or hardware key to operate and that such license may only be provided in a temporary form until full payment has been received and the client has registered their product.

3rd Party Software downloads may be subject to export controls administered by the USA, Germany/EU and/or UK. Diversion of any product contrary to the laws of these countries is strictly forbidden. Export, re-Export or Import of said content may also require prior action prior to purchase and it is the users responsibility to comply to all applicable international, national, state, regional and local laws.

[Website Content]

Except as otherwise indicated, you may view, print, copy and distribute documents subject to the following terms and conditions :

Content may be used solely for informational purposes and must not be used for commercial reasons other than to promote the purchase of products and services offered by **Owner**.

Any documents downloaded and/or printed must not be modified and must remain in their original form, including where applicable any copyright or proprietary notices.

The **Owner** reserves the right to revoke such authorization at any time, and any such use shall be discontinued immediately upon notice from the **Owner**.

[Image Uploads]

All **User** images loaded in to a **Product** must adhere to these guidelines;

The **Owner** does not allow images containing nudity, sexually graphic material, pedophilia, incest or bestiality.

Users may not publish material that promotes hate toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity.

The **Owners** policy is to report clear notices of copyright infringement.

The **Owner** does not allow the unauthorized publishing of people's private and confidential information, such as credit card numbers, social security numbers, and driver's and other license/ID numbers.

Products should not be used for unlawful purposes or for promotion of dangerous and illegal activities.

The **User** understands that all content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such content originated. This means that the **User**, and not the **Owner**, are entirely responsible for all content that the **User** edits, uploads, posts, shares, emails or otherwise transmits or makes available via the **Product**.

[Availability]

This web site can be accessed from countries around the world and may contain references to **Products** that have not been announced in your country. These references do not imply that the **Owner** intends to announce or make available such **Products** in your country.

[Links]

Anyone may link to any of the web sites and/or website content owned by the **Owner** providing they comply with the following;

Must not replicate web site content.

Must not create a border environment or browser around content.

Must not present misleading or false information about **Products**.

Must not misrepresent relationship with linker.

Must not imply any endorsement or sponsoring of the linker or linker's services or products.

Must not use logo's or trademarks without prior written permission.

Must not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for all ages.

Must not contain materials that would violate any laws.

Must agree to remove the link, at any time, upon being instructed.

The **Owners** websites provide links to third party websites which are not under our control. The **Owner** makes no representations about these third parties or the data, opinions, advice and statements contained on the sites. Links are provided merely as a convenience. As such, links are provided without any endorsement or recommendation.

[Commercial Licenses]

When a **User** has purchased a commercial license for use of an application, associated with the payment of a fee, the terms of use stated here-in may be superseded by those stated in the commercial license provided with such purchase.

[Product Resale]

Unless otherwise specified, the **User** agrees not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes any portion of the **Product**, use of the **Product** or access to the **Product**.

[Advertisers]

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the **Product**, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that the **Owner** shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the **Product**.

[Indemnity]

The **User** agrees to indemnify and hold the **Owner** (and our officers, directors, agents, affiliates, subsidiaries, investors and employees) harmless from any claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to the use of the **Product**, including without limitation any breach of this terms of use, or any content edited, uploaded, posted, shared, emailed or otherwise transmitted or made available via the **Product**.

[Intellectual Property Rights]

The **User** acknowledges and agrees that the **Product** and any related software used in connection with the **Product** contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by the **Owner**, the **User** agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the **Product**, in whole or in part.

[Modifications]

The **Owner** reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the **Products** (or any part thereof) with or without notice. You agree that the **Owner** shall not be liable to you or to any third party for any modification, suspension or discontinuance of the **Product**. The content of this policy may change from time to time. We will update this page with any modifications and, if the changes are significant, we will provide a more prominent notice.

[Jurisdiction]

For any and all legal purposes this policy shall be deemed to have been made in the state of Florida, USA and shall be interpreted in accordance with Florida law, without regard to conflicts of law principles. The **Owner** and **User** consent & waive any objections to the exclusive personal jurisdiction of the state and federal courts in Osceola County, Florida, for the determination of any claim or

controversy arising out of or relating to this policy. The **Owner & User** waive any objections to venue in such courts due to inconvenient forum or any other basis.

THE **USERS** USE OF THE **PRODUCT** IS AT THEIR SOLE RISK. THE **PRODUCT** IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE **OWNER** EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE **OWNER** MAKES NO WARRANTY THAT (I) THE **PRODUCT** WILL MEET THE **USERS** REQUIREMENTS, (II) THE **PRODUCT** WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE **PRODUCT** WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE **PRODUCT** WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN SOFTWARE WILL BE CORRECTED.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE **PRODUCT** IS DOWNLOADED OR OBTAINED AT THE **USERS** OWN DISCRETION AND RISK AND THE **USER** WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEM, LOSS OF DATA OR OTHER RESULT THAT RESULTS. NO CONTENT, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE **OWNER** OR THROUGH OR FROM THE **PRODUCT** SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

UNDER NO CIRCUMSTANCES SHALL THE **OWNER** BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE **OWNER** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE **USERS** ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE **PRODUCT**, FROM ANY CHANGES TO THE **PRODUCT**, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF THE **USERS** CONTENT, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE **USER** SPECIFICALLY ACKNOWLEDGES THAT THE **OWNER** IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, ILLEGAL OR OTHER CONDUCT OF OTHER **USERS** OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH THE **USER**. FURTHER, THE **OWNER** SHALL HAVE NO LIABILITY TO THE **USER** OR TO ANY THIRD PARTY FOR ANY CONTENT EDITED, UPLOADED, POSTED, SHARED, EMAILED OR OTHERWISE TRANSMITTED OR MADE AVAILABLE VIA THE **PRODUCT**. THE **USER** EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE **OWNER** HAS ENTERED INTO THIS TOS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATIONS APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.