

Terms of Service (Canada)

IMPORTANT! AS WITH ALL CONTRACTS, IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT (IN MANY JURISDICTIONS, THIS AGE IS 18), YOU MUST HAVE YOUR PARENT OR GUARDIAN READ THE AGREEMENT BELOW AND AGREE TO IT FOR YOU. IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THIS, YOU DON'T HAVE PERMISSION TO USE A MILESTONE GROUP OR VIDIGAMI SITES, APPLICATIONS, OR SERVICES. ALWAYS GET AN ADULT'S PERMISSION BEFORE GOING ONLINE.

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE ("AGREEMENT") CAREFULLY BEFORE USING THE YEARBOOK SERVICES OFFERED BY VIDIGAMI CANADA CORPORATION. ("VCC," "WE," "US," "OUR"). BY USING THE VIDIGAMI SERVICES (AS DEFINED BELOW) IN ANY MANNER (INCLUDING ORDERING ANY PRODUCTS OR USING ANY VIDIGAMI ACCOUNT PRE-CREATED FOR YOU BY ANY ORGANIZATION (WHERE "ORGANIZATION" MEANS ANY SCHOOL, UNIVERSITY, COLLEGE, CLUB, CHURCH, OR OTHER ORGANIZATION THAT YOU REPRESENT AND/OR OF WHICH YOU ARE A STUDENT OR MEMBER) FOR OR ON BEHALF OF ANY USER OF THE SERVICES), YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU HAVE NO RIGHT TO USE THE SERVICES.

1. ACCESS TO THE SERVICES

The <https://amilestonegroup.com> website and domain name and all other websites and domain names affiliated with A Milestone Group or VCC, and any other linked pages, features, content, or application services (including mobile applications) offered from time to time by A Milestone Group, Vidigami, Milestone Yearbooks, Picaboo Yearbooks in connection therewith (collectively, the "Website") are owned or operated by VCC. Subject to the terms and conditions of this Agreement, VCC may provide certain services through the Website, as described more fully on the Website. As used herein, the term "Services" shall include, without limitation, the Website, any service VCC performs for you or through the Website, and any content or products offered by VCC or VCC's users through any of the foregoing. You may only use the Services for your internal, non-commercial, educational use. VCC may change, suspend or discontinue all or any part of the Services at any time. VCC also may impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. **VCC reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website or Services, or by sending you a notice via email. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.**

You represent and warrant to VCC that: (i) you are of legal age to form a binding contract (or, if you are a minor, you have your parent's permission to use the Services, and your parent has read and agrees to this Agreement on your behalf); (ii) all registration information you submit is accurate and truthful; (iii) you will maintain the accuracy of such information; (iv) if you are accepting this Agreement on behalf of an institution, company or other legal entity, you have the authority to bind that institution, company or legal entity to this Agreement. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

2. USE BY CHILDREN

VCC collects limited personal information from students and other children who use the Services such as name and email address if assigned as a team member. In connection therewith, VCC will be responsible for complying with all obligations applying to it under applicable Canadian Federal and Provincial data privacy laws and regulations, specifically the Personal Information Protection and Electronics Documents Act, and agrees to hold personal information in confidence and protect

same with security safeguards as are appropriate in the circumstances. We only collect personal information as defined at <https://amilestonegroup.com/privacy-policy-canada/> from children under 13 where that child's Organization (as defined above) has contracted with VCC (via the terms set forth in Section 3(c) or (d) of this Agreement) to collect personal information from children under the age of 13 for the use and benefit of the learning environment. VCC requires Organizations to obtain parental consent from the parents of children under 13 before collecting any such personal information. If you are under 13, please do not send any personal information about yourself to us, other than what we request from you in connection with the Services. In the event that we learn that we have collected personal information from a child under 13 without parental consent being obtained by his or her Organization, or if we learn a child under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information beyond what is requested by us, or that such child's applicable Organization has not required parental consent prior to our collection of any personal information, please contact us at info@amilestonegroup.com. VCC will promptly return to the customer or destroy all personal information which is no longer necessary to fulfill the purpose for which it was for.

3. ADDITIONAL TERMS

(a) For information regarding VCC's treatment of personally identifiable information, please review VCC's current Privacy Policy (located at <https://amilestonegroup.com/privacy-policy-canada/>), which is hereby incorporated into this Agreement by reference.

(b) If you are a student or other minor, the following terms also apply to you:

(i) Remember, if you are not of legal age to form a binding contract, you must get your parent or guardian to read this Agreement before using the Services.

(ii) You will only register for and access the Services as a student, and not as a teacher, yearbook advisor, school, district, parent, or any other category of user, whether offered by VCC now or in the future.

(iii) You will only access the Services using the access code given to you by your teacher, yearbook advisor, or other authorized adult representative of your Organization. You may not use any access codes which you receive from other users or which you did not directly receive from your own teacher or yearbook advisor, or representative.

(c) If you are accessing the Services on behalf of an Organization the following terms also apply to you:

(i) You represent and warrant that you are responsible for complying with PIPEDA - Personal Information Protection and Electronics Documents Act

(ii) You will only grant access codes to teachers, yearbook advisors or other authorized adult staff members who are current employees of your Organization. Upon termination of a teacher or other staff member's employment with you, you will require such individual to return and cease using all access codes he or she has in his or her possession. If at any time you learn a user of the Services claims to be affiliated with your Organization who is not, in fact, affiliated with your Organization, you will notify VCC immediately. You are responsible for all activity that occurs under your Organization's accounts on the Services.

(d) If you are accessing the Services as a teacher, yearbook advisor or other representative of an Organization, the following terms also apply to you:

(i) You represent and warrant that you have permission and authorization from your Organization to enter into this Agreement and to use the Services as part of your curriculum.

(ii) You understand that yearbooks generated on the Service for your Organization may in most cases only be accessed by individuals who have been provided with a specific access code generated for your Organization. You will not share these access codes with anyone other than (1) authorized users within your Organization, and (2) parents or other legal guardians of children who belong to your Organization. You are responsible for all activities that occur on the Services due to access that you have granted to other users (whether through the creation of an account or through provision of access codes).

(e) If you are accessing the Services as a parent, the following terms also apply to you:

(i) You will only use the parent access code(s) provided to you by your child or children's teacher(s), yearbook advisor(s), or other authorized adult representative. You agree not to use any access code to access the account or information about anyone other than the child for whom the access code was provided.

(ii) You understand that your acceptance of this Agreement indicates that you are agreeing to these terms both on your own behalf as well as on behalf of your child or children who use the Services. Children who are not of legal age to form a binding contract must not use the Services, however, until after a parent has accepted this Agreement on their behalf.

4. SERVICES CONTENT

The Services and its contents are intended solely for the personal, non-commercial use of Services users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the "Content")) are protected by copyright and other intellectual property laws. VCC hereby agrees to protect and indemnify the customer from any third party intellectual property claims with respect to the content, provided the customer is in compliance with your obligations hereinafter set out.

You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The Services are protected by copyright as a collective work and/or compilation, pursuant to U.S. and Canadian copyright laws, international conventions, and other copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section 4), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You may download or copy the Content (and other items displayed on the Services for download) for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content other than personal, noncommercial use is expressly prohibited without prior written permission from VCC or from the copyright holder identified in such Content's copyright notice. You shall not link to the Services without VCC prior written consent, except in accordance with the terms of this Agreement.

In the course of using the Services, you and other users may provide information which may be used by VCC in connection with the Services and which may be visible to certain other users. You understand that by posting information or content on the Services or otherwise providing content, materials or information to VCC or in connection with the Services (collectively, "User Submissions"), VCC hereby is and shall be granted a non-exclusive, worldwide, royalty free, perpetual, irrevocable, and transferable right to utilize and exercise all rights (including all intellectual property rights) with respect to such User Submissions in connection with the Services, and VCC business; **however, VCC will only share your personally identifiable information in accordance with VCC current privacy policy at <https://amilestonegroup.com/privacy-policy-canada/>** You also hereby do and shall grant each user of the Services a non-exclusive license to access your User Submissions through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services (including without limitation any functions that limit other users' ability to see the information in your VCC user profile) and under this Agreement. Furthermore, you understand that VCC retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you, subject to the terms of this Agreement. For clarity, the foregoing rights granted to VCC do not affect your ownership of or right to grant other non-exclusive licenses to the material in your User Submissions, unless otherwise agreed in writing.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of

the person from which such content originated and that VCC will not be liable for any errors or omissions in any content. You understand that VCC cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, VCC cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting there from.

Under no circumstances will VCC be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

VCC complies with all applicable Canadian law, including PIPEDA – Personal Information Protection and Electronics Documents Act, and the relevant MFIPPA – Municipal Freedom of Information and Protection of Privacy Act. As of March 1, 2019, upon request, yearbook and book (“books”) printing will be done in Canada, and after January 1, 2020, all books ordered in Canada will be printed in Canada and not leave the country before they are delivered.

5. YOUR WARRANTY

You warrant, represent and agree that you will not contribute any User Submissions or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password. VCC reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if VCC is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not VCC, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to VCC and to grant VCC the rights to use such information in connection with the Services and as otherwise provided herein.

6. RESTRICTIONS

You are responsible for all of your activity in connection with the Services, as well all activity that occurs under your account or any accounts or access codes that you have authorized. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any VCC user. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Mail list, Listserv, any form of auto-responder, or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure. Further, the use of manual or automated software, devices, or other processes to “crawl” or “spider, or “scrape” any page or portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services. You may not transfer your account to anyone without express prior written consent of VCC. You will not disclose any access code in any public manner, and will not disclose any access code to any individual who is not authorized to receive such access code; for example, you will not post any access code to a publicly accessible Internet page. You understand and agree that VCC shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement, and VCC shall have sole discretion regarding the course of action to take in connection therewith.

7. WARRANTY DISCLAIMER

VCC has no special relationship with or fiduciary duty to you. You acknowledge that VCC has no control over, and no duty to take any action regarding: which users gains access to the Services; what Content you access via the Services; what effects

the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. Unless VCC is negligent, you release VCC from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. VCC makes no representations concerning any content contained in or accessed through the Services, and VCC will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. VCC makes no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) the Services are provided "AS IS" without any warranty of any kind from VCC or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product. THE SERVICES, CONTENT, WEBSITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

PYB ACCEPTS RESPONSIBILITY FOR OUR PRODUCT AND SERVICE WITHIN THE SCOPE OF THE PRODUCTION OF SUCH PRODUCT AND SERVICE AND PARAMETERS OF THE PRODUCT AND SERVICES BEING PROVIDED. WE ARE NOT AND CAN NOT BE HELD LIABLE FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION.

9. REGISTRATION AND SECURITY

As a condition to using Services, you may be required to register with VCC and select a password and username ("VCC User ID"), or you may be permitted to register an Organization-specific "sub domain" within the Website ("VCC Sub domain"). You shall provide VCC with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account and/or all accounts associated with your VCC Sub domain. You may not select or use as a VCC User ID a name of another person with the intent to impersonate that person or use as a VCC User ID a name subject to any rights of a person other than you without appropriate authorization, nor may you select or use a VCC Sub domain that you do not have the right and authorization to use. VCC reserves the right to refuse registration of or cancel a VCC User ID or VCC Sub domain in its discretion. You shall be responsible for maintaining the confidentiality of your password. Further, VCC complies with C.A.S.L. - Canadian Anti-Spam Legislation.

10. INDEMNITY

You will indemnify and hold VCC, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity unless such intellectual property or other rights which are the subject of infringement claims arise from the PYB content.

11. FEES AND PAYMENT

VCC reserves the right to require payment of fees for certain products features of the Services. Should you elect to purchase such products and/or subscribe to such features, you shall pay all applicable fees, as described on the Services in connection with such features. VCC reserves the right to change its price list and to institute new charges at any time, upon ten (10) days prior notice to you, which may be sent by email or posted on the Services. Use of the Services by you following such notification constitutes your acceptance of any new or increased charges.

12. SELLING YEARBOOKS ON BEHALF OF THE SCHOOL OR ORGANIZATION

When VCC sells yearbooks to clients or parents of the organization that created the book, VCC does so, on behalf of the organization and as such the organization's tax status applies to that transaction.

13. THIRD PARTY WEBSITES AND SERVICES

The Services may contain links or connections to third party websites or services that are not owned or controlled by VCC. When you access third party websites or use third party services (including, without limitation, your use of Third Party Software), you do so at your own risk. VCC encourages you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize. VCC have no control over, and assume no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, VCC will not and cannot monitor, verify, censor or edit the content of any third party site or service (including without limitation the Third Party Software). By using the Services, you expressly relieve and hold harmless VCC from any and all liability arising from your use of any third party website or service. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties (including without limitation Publishers). You agree that VCC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that VCC is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release VCC, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service.

14. TERMINATION

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services or your account at any time by contacting us at info@amilestonegroup.com. VCC may suspend or terminate your access to the Services, Website or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture and destruction of all information associated with your membership and in your forfeiture of any credit associated with your account. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. MISCELLANEOUS

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. VCC shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond VCC' reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by you except with VCC' prior written consent. VCC may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the Provinces and Territories and Federal Laws of Canada applicable thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in the Province of Ontario, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the Province of Ontario and the Federal Government of Canada. Both parties agree that this Agreement is the

complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties subject to the Board's acceptance of the changes. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind VCC in any respect whatsoever.

15. COPYRIGHT DISPUTE POLICY

VCC has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at www.lcweb.loc.gov/copyright/legislation/dmca.pdf). The address of VCC' Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is VCC' policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that VCC is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, email address;
5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent: It is VCC' policy:

1. to remove or disable access to the infringing material;
2. to notify the content provider, member or user that it has removed or disabled access to the material; and
3. that repeat offenders will have the infringing material removed from the system and that VCC will terminate such content provider's, member's or user's access to the Services.

C. Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the

material appeared before it was removed or disabled;

3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and

4. Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which VCC is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, VCC may send a copy of the counter-notice to the original complaining party informing that person that VCC may replace the removed material 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 material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at VCC' discretion.

Please contact VCC' Designated Agent to Receive Notification of Claimed Infringement at the following address:

Designated Agent to Receive Notification of Claimed Infringement:

Mandy Chan, President
1770 Burrard Street, Ste. 280
Vancouver, BC V6J37.
Telephone: 604-559-9755
Email: mandy@vidigami.com

16. CONTACT.

If you have any questions, complaints, or claims with respect to the Services, you may contact us at info@amilestonegroup.com.

Effective: March 1, 2019