



## Welcome to the Telestream Website Terms of Use

Updated October 25, 2023

### 1. ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use (“Terms of Use”) create a contract between you (or, if applicable, your company or employer) (“you”) and Telestream LLC and its affiliates (“Telestream” or “we”). These Terms of Use, together with any documents that these Terms of Use expressly incorporate by reference, govern your access to and use of [www.telestream.net](http://www.telestream.net) and all associated sites affiliated with [www.telestream.net](http://www.telestream.net) (collectively, “Website”), including without limitation any text, data, information, functionality, software, graphics, photographs, and other content (collectively, “Materials”) on the Website, as well as any services or functionality (collectively, “Services”) that Telestream may make available or provide on the Website. Additional terms and conditions may also apply to specific portions, services, or features of the Website.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING THIS WEBSITE OR USING ANY MATERIALS OR SERVICES ON THIS WEBSITE. BY CHECKING THE “ACCEPT” BOX AND CLICKING THROUGH THE ACCEPTANCE INTERFACE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND BY THE TELESTREAM PRIVACY POLICY, INCORPORATED IN ITS ENTIRETY BY REFERENCE HEREIN. IF YOU DO NOT AGREE, YOU MUST NOT ACCESS OR USE THIS WEBSITE. THESE TERMS OF USE AND THE TELESTREAM PRIVACY POLICY CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND TELESTREAM (“AGREEMENT”) AND PUTS CONDITIONS ON YOUR USE OF THE WEBSITE, MATERIALS AND SERVICES.

This Website is offered and made available to users who are 16 years of age or older. If you are under 18 years of age, you may use the Website, Materials and Services only under the supervision of a parent or legal guardian. If you do not meet these requirements, you must not access or use this Website.

### 2. LICENSE TO USE THE WEBSITE

Subject to the terms and conditions of the Agreement, Telestream hereby grants to you a limited, revocable, non-exclusive, non-transferable, and non-assignable license to enter and use the Website, only for lawful purposes and in accordance with these Terms of Use (“Permitted Purposes”). Any other use of this Website beyond the Permitted Purposes is prohibited and constitutes unauthorized use of this Website. You are responsible for complying with these Terms of Use when you access this Website, whether directly or through any account that you may register through or on this Website.

Unauthorized use of this Website may result in violation of various United States and international laws. You agree not to use this Website in any illegal, improper, illegitimate or harassing manner, including without limitation:

- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Permitted Purposes;
- To stalk, harass, or cause harm to anyone else;
- To impersonate or attempt to impersonate any person or entity (including Telestream or a Telestream employee), another user, or otherwise misrepresent your affiliation with any person or entity;
- To interfere with or disrupt this Website or servers or networks connected to this Website;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Website;
- To attempt to gain unauthorized access to any portion of this Website or any other accounts, computer systems, or networks connected to this Website, whether through hacking, password mining, or any other means;
- To attempt to interfere with the proper working of the Website or any Materials or Services provided on or through the Website;
- To attempt to violate or violate any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law; or
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Telestream or users of the Website, or expose them to liability.

### 3. PASSWORD RESTRICTED AREAS OF THIS WEBSITE

In order to access certain password-restricted areas of this Website, as well as to use certain Services and Materials offered on and through this Website, you must first successfully register an account with us. Required information includes a valid and active email address, first and last name, preferred user name and password, and, for enterprise customers only, company name, address, and phone number. It is a condition of your use of the Website that all of the information you provide on or through the Website is correct, current and complete, at all times. It is also your responsibility to maintain the confidentiality of your confidential or sensitive information. You agree to notify Telestream immediately of any unauthorized use of your account, registration information, or of any other breach of security relating to your account or your use of the Website.

We have the right to disable any user name, password, or other identifier, whether chose by you provided by us, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Agreement.

### 4. SOFTWARE AND CLOUD SERVICES PURCHASES AND PAYMENTS

You may purchase a license to certain Telestream software or subscribe to certain cloud services through the Website. Such software and cloud services are subject to the terms of the applicable End User License Agreement (“EULA”) or Terms of Service (“TOS”), in addition to the Agreement. If there is a conflict between the Agreement and the EULA or TOS, the EULA or TOS will govern your use of the software product or cloud service. You must also pay all applicable fees for the software or cloud services. The EULA or TOS may not be modified by any purchase order, email, or other written or oral communication other than in a written document signed by authorized representatives of both parties.

We may suspend or terminate your account or your access to our software, services, and this Website if your payment is late or if your offered payment method cannot be processed. By providing a payment method, you expressly authorize us to charge the applicable fees on said payment method, taxes, and any charges incurred at regular intervals in connection with your purchases.

If you notify Telestream that you wish to cancel an account, you will not be entitled to any refunds, credits or offsets of any kind, and you will be responsible for paying any balances due on the account. You agree that we may charge any unpaid fees to your provided payment method or send you a bill for such unpaid fees.

### 5. PRIVACY POLICY

You agree that all information you provide to register with this Website or otherwise, including but not limited to, through use of any interactive features of the

Website, is governed by our Privacy Policy at <https://www.telestream.net/company/privacy.htm>, and you consent to all actions Telestream takes with respect to your information that are consistent with the Privacy Policy.

## 6. LINKS TO THIRD PARTY SITES; SOCIAL MEDIA FEATURES

Certain areas of this Website may allow you to interact or conduct transactions with one or more third party websites, and, if applicable, allow you to configure your privacy settings in that third-party website account to permit your activities on this Website to be shared with your contacts in your third-party site account. We have no control over the contents of those other sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

If you use ScreenFlow®, Wirecast®, or Wirecast® Go, you agree to be bound by the [YouTube Terms of Service](#).

This Website may provide certain social media features that enable you to link to certain content on this Website, send communications with certain content from this Website, or cause limited portions of content on this Website to be displayed on other sites. You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with. Telestream reserves the right to withdraw linking permission without notice, and to disable social media features and any links at any time without notice, in our discretion.

## 7. USER SUBMISSIONS

Certain areas of this Website may permit you to submit information, feedback, requests, data, text, software, messages, or other materials (each, a “User Submission”). All User Submissions must comply with the content standards set out in these Terms of Use. All User Submissions will be considered non-confidential and non-proprietary. Telestream does not guarantee that you will be able to edit or delete any User Submission you have submitted.

By submitting any User Submission, you represent and warrant that:

- You own all rights in your User Submission (including, without limitation, all rights to the reproduction and display of your User Submissions) or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to us the rights in your User Submissions as described in these Terms of Use;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submission;
- Your User Submission does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all “moral rights” that you may have in your User Submission;
- Any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting Your User Submission;
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Submission does not contain any information that you consider confidential, proprietary, or personal; and
- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By providing any User Submission on the Website, you grant to us and our licensees, service providers, successors, and assigns, the irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, publicly display, and otherwise disclose your User Submission (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Submission or any modification thereto, in whole or in part, into any technology, product, or service); and
- Display advertisements in connection with your User Submissions and to use your User Submission for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of this Website through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through this Website and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, you agree that we may freely disclose your User Submission to any third party absent any obligation of confidentiality on the part of the recipient.

## 8. AI-GENERATED FEATURES

As part of its offering of Services, Telestream may make available certain generative artificial intelligence features on this Website (“GenAI Features”). Subject to the terms of this Agreement, Telestream grants you a revocable, non-transferable, non-exclusive right to use the GenAI Features only for your own internal business purposes or your personal, non-commercial use and not for the benefit of any third party. The GenAI Features allow you to submit text inputs (“Inputs”) and to converse with an online computer-powered chatbot which may generate text content (“Outputs”). The GenAI Features are designed to process and generate language based on the Input received. The Outputs may contain errors and omissions, or the GenAI Features may misunderstand the Inputs and may respond incorrectly. All information and responses and other Outputs are provided “as is” and without any warranty of any kind. Telestream and its licensors makes no representations or warranties about the suitability of the GenAI Features for any particular purpose. You must use the GenAI Features in compliance with this Agreement, with all applicable laws, and in a manner that does not infringe or attempt to infringe, misappropriate or otherwise violate any rights of Telestream or of any other person or entity. By using the GenAI Features, you are granting to Telestream permission to use the Inputs and related content in connection with the operation of Telestream’s business, including without limitation, the rights to copy, distribute, publicly perform, publicly display, reproduce, edit, translate, and reformat the Inputs and other content you may provide, as well as the right to sublicense such rights to any supplier of the GenAI Features.

You are expressly prohibited from using offensive or inappropriate language with the GenAI Features or from trying to break the GenAI Features or get the GenAI Features to provide answers, guidance or advice beyond the purposes for which the GenAI Features are provided (e.g., technical support). Your use of the GenAI Features must be in compliance with Telestream's Acceptable Use Policy for the GenAI Features, if any. You also will not use, and will not allow third parties to use, the GenAI Features or any information from the GenAI Features or Services to create, train, or improve (directly or indirectly) any product or service, including any similar or competitive product or service. You also must not use the GenAI Features or any Services for purposes of harvesting, gathering, caching, or storing any Telestream or third party data or information. Without limitation, you may not use web scraping, web harvesting, or web data extraction methods to extract data or information from the GenAI Features.

You understand and acknowledge that the GenAI Features uses and discloses proprietary information of Telestream. You agree not to publish or otherwise make available to the public any Output.

Due to the nature of the GenAI Features, Outputs may not be unique across users and may be the same as or similar to Outputs generated for other users. If, through your use of any GenAI Features, Telestream determines in its sole discretion that you have committed serious or repeated violations of these Terms of Use or any Acceptable Use Policy, then, in addition to any other available remedies, Telestream may limit, suspend, or terminate your use of the GenAI Features and any associated account(s) you may have with Telestream, at any time and without prior notice to you.

Inputs and Outputs will be used and retained by Telestream in order to help improve how the Services operate. Please see <https://www.telestream.net/company/privacy.htm> for information about privacy and data rights.

## 9. MONITORING AND ENFORCEMENT; TERMINATION

Telestream has the right to:

- Remove or refuse to post any User Submissions for any or no reason in our sole discretion;
- Take any action with respect to any User Submissions that we deem necessary or appropriate in our sole discretion, including if we believe that such User Submission violates these Terms of Use of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for us;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS TELESTREAM AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## 10. TRADEMARK RIGHTS

The Telestream name, the Telestream logo, the marks Argus, Aurora, CaptionMaker, Cerify, ContentAgent, ContentCentral, Content Conductor, Cricket, Diva, Episode, Glim, IneoQuest, Inspector, IQ, the IQ logo, iVMS, Lightspeed, Kumulate, Post Producer, Prism, ScreenFlow, Sentry, Sherpa, Surveyor, Switch, TrafficManager, Vantage, Vantage Cloud, Vantage Gateway, VOD Producer, Wirecast, and all related names, logos, product and service names, designs and slogans are registered or unregistered trademarks that belong to Telestream or its affiliates. Unauthorized use is prohibited. Third-party trademarks, names and logos on this Website are the property of their respective owners.

## 11. COPYRIGHT INFRINGEMENT

If you believe that any User Submission violates your copyright, please provide written notice to our agent claims of copyright infringement:

Attn: DMCA Agent  
Email: [webteam@telestream.net](mailto:webteam@telestream.net)

To be sure the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- Contain adequate information by which we can contact you (including postal address, telephone number, and email address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, we will be unable to address the listed concern.

## 12. SUBMITTING A DMCA COUNTER-NOTIFICATION

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, you may provide our agent with a written counter-notification that includes the following information:

- Your physical or electronic signature;
- 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 access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

### 13. RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, or reporting services. All statements or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Telestream, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Telestream. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### 14. DISCLAIMER OF WARRANTIES

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY MATERIALS, SERVICES AND GENAI FEATURES OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY MATERIALS, SERVICES OR GENAI FEATURES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TELESTREAM NOR ANY PERSON ASSOCIATED WITH TELESTREAM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR ANY MATERIALS, SERVICES, USER SUBMISSIONS, INPUTS, OUTPUTS, OR GENAI FEATURES. WITHOUT LIMITING THE FOREGOING, NEITHER TELESTREAM NOR ANYONE ASSOCIATED WITH TELESTREAM REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY MATERIALS, SERVICES, INPUTS, OUTPUTS, OR GENAI FEATURES OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, ITS CONTENT, OR ANY MATERIALS, SERVICES, INPUTS, OUTPUTS, OR GENAI FEATURES OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, TELESTREAM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

### 15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL TELESTREAM OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST DATA COLLECTED THROUGH THE WEBSITE), OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PERSONS OR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH.

YOU AGREE THAT THE CUMULATIVE LIABILITY OF TELESTREAM AND ITS AFFILIATES, AND ANY OF ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED: (A) THE AGGREGATE AMOUNTS PAID TO TELESTREAM IN THE PREVIOUS SIX (6) MONTHS FOR THE APPLICABLE CONTENT, MATERIALS, OR SERVICES OUT OF WHICH THE LIABILITY AROSE, OR (B) IF NO SUCH AMOUNTS HAVE BEEN PAID, \$1,000. THIS CAP IS CUMULATIVE FOR ALL CLAIMS (NOT PER INCIDENT) AND APPLIES COLLECTIVELY TO EACH PARTY AND ITS AFFILIATES.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

### 16. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Telestream, its affiliates, successors, assigns, agents, and licensors, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) (collectively, "Claim(s)") arising out of or relating to: (a) your violation or alleged violation of any term or condition of this Agreement; (b) your use of the Website or of any information obtained from or through the Website, including, but not limited to, your User Submissions, Inputs, Outputs, any use of the Website's content, Services, and products other than as expressly authorized in these Terms of Use; and (c) any violation of any rights of third parties caused by your acts or omissions. In connection with the foregoing, Telestream will provide you with written notice of such third-party Claim(s), and you shall cooperate as reasonably required in the defense of any Claim. If you assume defense of the Claim, you will select legal counsel which is reasonably acceptable to Telestream and not settle or otherwise resolve the Claim without Telestream's prior written consent. Telestream may in its sole discretion choose to participate in the defense at its own cost with its own counsel. Any failure to perform any obligations under this Section 16 will not relieve a party of its obligations under this Section 16.

### 17. GEOGRAPHIC RESTRICTIONS

The owner of this Website is based in the state of California in the United States. Telestream makes no claims that the Website or any of its content is accessible or appropriate outside of the United States. If you use this Website outside the United States of America, you are solely responsible for compliance with local laws.

### 18. FEEDBACK

You acknowledge and agree that any feedback, ideas, suggestions or comments provided by you to Telestream (collectively, "Feedback") through any

communication whatsoever will, to the maximum extent permissible under applicable laws, automatically become Telestream's sole property. By providing such Feedback, you acknowledge and agree that: (a) your Feedback does not contain proprietary or confidential information and is provided to Telestream on a non-confidential basis; (b) Telestream is not under any confidentiality obligation with respect to the Feedback; (c) Telestream may use and disclose any Feedback for any purpose, in any media worldwide or may elect not to use it; and (d) Telestream may (but is not obligated to) monitor areas on the Website where users may transmit or post Feedback.

#### **19. GENERAL**

All matters relating to this Website and the Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the internal laws of the state of California, without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the state of California, in each case located in the city and county of Sacramento, California. You expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action and waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. By choosing not to enforce any term of the Agreement, we are not waiving our rights. The Agreement (and any amendment thereto) constitutes the entire agreement between you and Telestream concerning its subject matter, and supersedes all prior or contemporaneous negotiations, discussions or agreements between the parties about this Website. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed to the extent necessary to render it enforceable to the maximum extent permissible so as to reflect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

#### **20. CALIFORNIA CONSUMER NOTICE**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Website, along with the Materials and Services, are provided by Telestream, LLC. If you have a question or complaint regarding the Website or Services, please contact Telestream at [webteam@telestream.net](mailto:webteam@telestream.net). You may also contact us by sending a letter to: Telestream Webteam, 848 Gold Flat Rd, Nevada City, CA 95959. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.