

TERMS and CONDITIONS of USE

Welcome to www.Eazyshow.com (together with its Content (as defined below), the "Site"). Please read the following Terms and Conditions of Use and License Agreement ("Terms") carefully before using this Site so that you or your company ("You" or "Your") are aware of Your legal rights and obligations with respect to Eazyshow Inc, its affiliates and subsidiaries (individually and collectively, "Eazyshow " or "We").

As our customer, Eazyshow provides you or your company with access to a variety of software and services as well as information, communities, forums and the like on our website (collectively, "Services"). All these Services are subject to these Terms and Conditions.

We reserve the right, at our discretion, to modify these Terms, which modification will be effective immediately and will apply to causes of action arising after the effective date of the change. You should continue checking by clicking on the "Terms of Use" hypertext link located at the bottom of our web pages from time to time for changes. Your continued use of this service (as defined below) following the posting of changes to these Terms, will mean You accept those changes.

1. Your Acceptance

By using or visiting this Site, including without limitation using its service You signify Your assent to our Terms and privacy policy at www.Eazyshow.com/privacy ("Privacy Policy"). These Terms apply to all users of the Site. If You do not agree to these Terms or the Privacy Policy then please do not access or otherwise use the Site or any information contained herein.

2. Conditions Precedent to Using the Site and License.

You represent and warrant that You:

2.1. Are at least 18 years of age. If it comes to the Eazyshow's attention through reliable means that a registered user is a child under 18 years of age, Eazyshow will cancel that user's account and/or access to the Site;

2.2. Have read, understand, and agree to be bound by these Terms and Privacy Policy; and

2.3. Are authorized as or on behalf of the registrant to enter into these Terms.

3. **License and Reservation of Rights.**

3.1. **License.** Subject to your obligations herein, Eazyshow hereby grants to you during the term of this Agreement a limited, revocable, non-exclusive, non-transferable, non sub-licensable license to access and use the Hosted Services and any software (“Software”) provided by Eazyshow to access those Hosted Services. Eazyshow may, in its discretion, offer updates, upgrades, patches and/or new versions (collectively, “Upgrades”) of the Software to Company. If instructed by Eazyshow, Company shall promptly install any such Upgrade

3.2. **Reservation of Rights.** Except for the limited license set forth above, Eazyshow reserves all rights to the Services. Eazyshow reserves the right to discontinue or disable certain features and/or functionality of the Hosted Services that are outdated or otherwise not generally used by Eazyshow customers. All rights not granted herein are hereby reserved by Eazyshow.

4. **Website Access**

4.1. Eazyshow hereby grants You permission to use the Site, provided that: (i) You will not copy, distribute or modify any part of the Site without Eazyshow’s prior written authorization; (ii) You will not send unsolicited or unauthorized advertisements, spam, chain letters, etc.; (iii) You will not transmit any Content which contains software viruses, or other harmful computer code, files or programs; (iv) You will not disrupt servers or networks connected to the Site; and (v) You comply with these Terms.

4.2. In order to access some of the services of the Site (including but not limited to Eazyshow Service as detailed below), You will need to have an account with Eazyshow. Eazyshow will assist you in setting your account. You should not attempt to set up another’s account without permission. When creating Your account, You must provide accurate and complete information. You are solely responsible for the activity that occurs in Your account, and You must keep Your account password secure. You must notify Eazyshow immediately of any breach of security or unauthorized use of Your account. You will be liable for any use made of Your account or password and the losses of Eazyshow or others due to such unauthorized use. Eazyshow will not be liable for Your losses caused by any unauthorized use of Your account.

4.3. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” and “offline readers,” that accesses the Site in a manner that sends more request messages to the Eazyshow servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Eazyshow grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Eazyshow reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names or e-mail addresses, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes.

4.4. Eazyshow, in its sole discretion, has the right to terminate Your access to the Site immediately with or without cause.

5. Eazyshow Service, License and Payment

5.1. The Eazyshow platform is an advanced Software as a Service (“SaaS”) platform that enables You or Your customer/site visitor to initiate real-time ‘face-to-face’ communication with You or Your agent that also use the Eazyshow platform by using text, voice and video communication to simultaneously share and review a wide range of computer files; and to upload and co-edit text documents and forms (collectively the “Service”).

5.2. Term. This Agreement will commence upon the Effective Date and continue for the term set forth in the applicable Order Form or Registration Process (the “Initial Term”) unless terminated earlier pursuant to Section 4. If no Initial Term is set forth in an Order Form or during the Registration Process, the Initial Term shall be deemed to be twelve (12) months. Following the Initial Term, this Agreement shall renew for consecutive terms of the same length as the Initial Term (each a “Renewal Term”) unless either party provides written notice to the other party at least sixty (60) days prior to the expiration of the then-current term (or if another notice period is set forth in the applicable Order Form or Registration Process such other notice period shall apply). Upon request, Company shall acknowledge the commencement of each Renewal Term in writing.

5.3. As between the parties, all title, ownership rights, and intellectual property rights (including all copyrights, patents, trade secret rights and trademarks) in and to the Service shall remain in and with Eazyshow.

5.4. You are responsible to make any necessary preparations for use of the Service at Your sole cost and expense unless You have purchased set up services from Eazyshow. You shall only use the medium that is appropriate for the server or computer which the Service is to be utilized.

5.5. External applications, including without limitation, the telephone application, are third party applications, and will be charged to You at actual cost. By way of example, without limitation, You are responsible for any charges You incur if You also use communication services which are not standard part of Eazyshow such as 3rd party telephony services.

5.6. You are granted a non-exclusive, non assignable, non transferable, revocable, limited license during the corresponding period for which You paid the license fee, to use the Service, subject to the terms and conditions of these Terms. All rights not expressly granted to You under these Terms remain with Eazyshow, and Eazyshow continues to be the sole owner of the Service.

5.7. This Service license will automatically terminate if You fail to comply with any term hereof; such failure will make available to Eazyshow legal remedies.

5.8. In consideration of the applicable license selected by You, You shall pay Eazyshow the applicable license fee published on the Site, unless otherwise agreed to in writing signed by the Parties. The license fee shall be due and payable according to the agreed-upon terms. If You are in arrears in payment, the Eazyshow may, without derogating from other remedies, suspend or terminate the Service.

5.9. If You are part of an agency, department, or another entity of the United States Government (“Government”), the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defence Federal Acquisition Regulation Supplement as applied to military agencies. The SaaS is a “commercial item”, “commercial computer software” and “commercial computer software documentation”. In accordance with such provisions, any use of the SaaS by the Government shall be governed solely by the terms of these Terms.

5.10. Company’s Compliance with Laws. You shall (a) as required by applicable law, provide notice to Your customers and obtain consent if required for use of Eazyshow’s technology in Your privacy policy and as otherwise required.

5.11. Intellectual Property Rights. Eazyshow shall retain all rights to its Services and software (including without limitation any materials or code provided as part of the Professional Services), Brands, technologies, information, trade secrets, know-how, intellectual property, information, and data generated by Eazyshow or Eazyshow’s systems, whether pre-existing or created after the Effective Date, including any modifications, enhancements, and derivatives thereof (including, without limitation, metrics, data, and information generated by such Services and software). No implied licenses are granted herein.

5.12. Confidential Information. Eazyshow and Company understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, documentation, details of its products and services, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers and prospects, know-how, ideas, and technical, business, financial or marketing information and strategies and any other information that the receiving party reasonably should know is confidential (“Confidential Information”). Each party agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. The

Confidential Information will not, without the prior written consent of the other party, be disclosed to any third party except that the receiving party may disclose the Confidential Information or portions thereof to (a) its directors, officers, employees, agents, and representatives on a need-to-know basis or (b) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this Section 5.12, the receiving party shall promptly notify the disclosing party of such pending disclosure and consult with the disclosing party prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law. This Section shall supersede any previous agreement relating to confidential treatment and/or non-disclosure of Confidential Information; provided, however, that any information disclosed pursuant to that earlier agreement shall be deemed to be Confidential Information and protected under the terms of this Agreement as if this Agreement had been in place at the time of such disclosures.

5.13. Use Restrictions.

Except as expressly and unambiguously permitted by these Terms, You shall not, nor permit anyone else to, directly or indirectly:

- modify, alter, change, rename, merge, adapt, translate, reverse engineer, disassemble, copy, duplicate, distribute, reproduce, create derivative works from, license or sublicense the Service, or transfer, sell, or convey the Service or any right in the Service to anyone else without the prior written consent of Eazyshow;
- derive or attempt to derive the source code or structure of all or any portion of the SaaS by reverse engineering, disassembly, decompilation, or any other means;
- violate the laws of any jurisdiction where the Service will be utilized;
- use the Service to develop any application having the same primary function as the Service;
- use the Service to provide time-sharing or service bureau services to third parties;

- use the Service to advocate an illegal activity, discuss any intent to commit an illegal act, and/or libel or defame any entity or person;
- use the Service to exploit or harm minors by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- use the Service to infringe any intellectual property rights of any entity or person, including without limitation any third party copyrights or trademarks;
- use the Service to commit a “pyramid” or similar scheme;
- use the Service to misrepresent Your identity or affiliation;
- use the Service to hyper-link to web sites that contain content that falls within any of the descriptions set forth above;
- use the Service under any name other than Eazyshow, and
- sell the Service or otherwise profit by allowing third parties to use the Service.
- sublicense any intellectual property of Eazyshow to third parties or sell, resell, rent, sublicense or lease the Services to third parties,
- use the Services to store or transmit malicious code,
- interfere with or disrupt the integrity or performance of the Services or third-party data contained therein,
- attempt to gain unauthorized access to the Services or their related systems or networks,
- alter, copy, move or delete any tags or code placed as part of the Services except as provided by Eazyshow, or
- place tags on website pages not pre-approved by Eazyshow in writing.

5.14. Your Content.

The Service permits the submission of Content by You and other users for use through the Service (“Your Content”) in areas to which You can control access by others. Eazyshow may access all Content for quality assurance purposes.

Eazyshow does not review all information and Content that may be viewed through the Service. You acknowledge that Eazyshow is merely acting as a passive conduit by allowing You to submit Your Content and information to others through the Service and is not liable for any Contents viewed through the Service. You shall be solely responsible for Your Content and the consequences of posting or publishing them. Eazyshow has the right in its sole discretion and without further notice to You, to monitor, censor, edit, remove, delete, and/or remove any and all Your Content posted by You.

You represent and warrant that You own or have the necessary rights and permissions to use and authorize Eazyshow to use all Intellectual Property Rights in and to any of Your Content and to enable inclusion and use thereof as contemplated by the Site and these Terms. **“Intellectual Property Rights”** means any and all rights, titles, and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. **You retain all of Your ownership rights in Your Content.**

You hereby grant to Eazyshow a worldwide, royalty-free, non-exclusive, sublicensable, and transferable right and license to use, upload, copy, store, reproduce, modify, publish, distribute, perform, display, and transmit the Your Content for the purpose of performing Services pursuant to these Terms. You agree that you shall have sole responsibility and liability for: (i) acquiring any and all authorization(s) necessary for use of Your Content as contemplated by these Terms; (ii) the completeness and accuracy of all of Your Content and other materials provided to Eazyshow by You pursuant to these Terms; and (iii) ensuring that Your Content does not infringe or violate any patents, copyrights, trademarks or other intellectual property rights, or misappropriate the trade secret, or violate the privacy rights of any third party.

Eazyshow does not control or endorse the content of any other materials or information viewed through the Service. Content that is disclosed to people via the Service may be viewed, printed, and used by anyone that has access. Eazyshow may, in its sole and exclusive discretion, but shall have no duty to, prevent the disclosure of materials or remove materials from the Service at any time. Eazyshow shall not be liable for any Content that You submit to a third party via Service.

You understand that when using the Service, You may be exposed to user’s Content that are inaccurate, offensive, indecent, or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You may have against Eazyshow with respect thereto, and agree to indemnify and hold Eazyshow, its owners, affiliates, employees, agents and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to Your use of the Service.

You hereby acknowledge and agree that Eazyshow and its third-party suppliers and licensors exclusively own all rights, title and interest in the Service and Intellectual Property Rights therein. You also acknowledge that the Service contains confidential and proprietary information and trade secrets belonging to Eazyshow, its third party suppliers and licensors, and that nothing herein gives You any right, title or interest in the Service except for Your limited express rights granted pursuant to these Terms. Any questions, comments, suggestions, ideas, feedback or other information about the Services provided by You to Eazyshow is non-confidential and Eazyshow (as well as any designee of Eazyshow) shall be entitled to the unrestricted use and dissemination of such information for any purpose, commercial or otherwise, without acknowledgment or compensation to You.

5.15. Updates and Changes to the Service; Cancellation.

Eazyshow, in its sole and absolute discretion, may update, change, restrict, modify, and/or cancel the Service or portion thereof at any time, for any or no reason, without any liability whatsoever.

5.16 Use of Brands; Press Releases.

Eazyshow may use the Company's name, trade name, trademarks and icons (collectively, the "Brands") (i) in connection with the Services provided, and (ii) for certain marketing and promotional purposes as mutually agreed upon by both parties.

6. **Disclosure**

We reserve the right to access, read, preserve, and disclose any of Your Content or any other information as We reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (b) enforce these Terms, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Eazyshow, its users or the public. This section shall survive the termination of these Terms.

7. **Links**

The Site may contain links to third-party websites that are not owned or controlled by Eazyshow. Eazyshow is not affiliated with those websites, has no control over those websites, and assumes no responsibility for the content, privacy policies, or practices of any third party websites. In addition, Eazyshow will not and cannot censor or edit the content of any third-party site. By using the Site, You expressly release Eazyshow from any and all liability arising from Your use of any third-party website. Accordingly, We encourage You to be aware when You

have left the Site and to read the terms and conditions and privacy policy of each other website that You visit.

Eazyshow permits You to link to materials on the Site for personal, non-commercial purposes only.

8. **Customer Support.**

Customer Support is provided according to the Service level that You selected to purchase or otherwise agreed to in writing and signed by the Parties.

9. **Advertisements. Intentionally Omitted**

10. **Limitation of Liability and Warranty Disclaimer.**

THE FOLLOWING SECTION REGARDING LIMITATION OF LIABILITY AND WARRANTY APPLIES WHETHER OR NOT THE SERVICES PROVIDED UNDER THE SITE ARE FOR PAYMENT.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND EAZYSHOW, THE SITE (INCLUDING THE CONTENT AND THE SERVICE) IS PROVIDED "AS IS" "WITH ALL FAULTS" AND "AS AVAILABLE". NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

WHILE WE MAKE REASONABLE EFFORTS TO ENSURE THAT THE SITE AND THE SERVICE WILL FUNCTION AS CLAIMED, Eazyshow DOES NOT GUARANTEE THAT THE SITE AND THE SERVICE WILL BE FREE OF BUGS, SECURITY BREACHES, VIRUS ATTACKS AND THE LIKE, OR THAT THEY WILL ALWAYS BE AVAILABLE. THE SITE AND THE SERVICE WILL OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. IN ADDITION, YOU AGREE THAT Eazyshow WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO ITS USERS THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS, ETC.

Eazyshow DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, INFORMATION, OR MATERIALS THAT ARE VIEWED THROUGH THE SERVICE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY, OR OTHERWISE.

EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, Eazyshow DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE AND THE SERVICE.

Eazyshow DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT APPEARS IN ITS USERS' CONTENT OR THAT IS FEATURED OR ADVERTISED ON THE SITE.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTION WITH OTHER Eazyshow USERS. IF YOU HAVE A DISPUTE WITH ANY OTHER USER OF THE SITE, YOU AGREE THAT Eazyshow IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE.

THE SERVICE IS NOT DESIGNED OR INTENDED TO BE USED FOR EMERGENCIES OR HIGH-RISK ACTIVITIES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL Eazyshow, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS BE RESPONSIBLE AND LIABLE FOR ANY LOSS OF MONEY, LOSS OF BUSINESS, BUSINESS INTERRUPTION, GOODWILL, LOSS OF DATA, REPUTATION, SPECIAL DAMAGES, DIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SITE AND ITS SERVICES (INCLUDING BUT NOT LIMITED TO THE Eazyshow SERVICE), REGARDLESS OF WHETHER Eazyshow WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE, AND EVEN IF THE SERVICE IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

IN ANY EVENT AND WITHOUT LIMITING THE GENERALITY OF THIS SECTION TO THE EXTENT PERMITTED BY LAW YOU AGREE THAT THE Eazyshow'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES AND LOSSES SHALL NOT IN ANY CIRCUMSTANCES EXCEED THE GREATER OF (A) THE REIMBURSEMENT OF A MONTHLY FEE RECEIVED BY Eazyshow (IF ANY); OR (B) \$100.00. THE FOREGOING LIMITATIONS ARE INTENDED TO APPLY TO ALL ASPECTS OF THESE TERMS AND ANY DAMAGES DIRECTLY OR INDIRECTLY SUFFERED BY YOU.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE TERMS

11. Copyright and Trademark Notices.

All content at Eazyshow.com, including but not limited to text, documents, descriptions, products, software, photos, sounds, videos, interactive features, services (including the Eazyshow Service), design, graphics, interfaces, or code (“Content”) and the selection and arrangements thereof is copyrighted as a collective work under the United States and other copyright laws, and is the property of Eazyshow. All trademarks, service marks, trade names and logos contained therein (collectively, the “Marks”) are owned by or licensed to Eazyshow Inc.

The Content on the Site is provided to You “AS IS” for Your information and personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without Eazyshow’s prior written consent. Eazyshow reserves all rights not expressly granted in and to the Site. If You download or print a copy of the Content for personal use, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.

“Eazyshow”, the Eazyshow logo and other marks are Marks of Eazyshow Inc or its affiliates. All other trademarks, service marks, and logos used on our Site are the trademarks, service marks, or logos of their respective owners.

This section shall survive any termination of these Terms.

12. Copyright and Content Policy

It is the policy of Eazyshow to respect the legitimate rights of copyright and other intellectual property owners. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the “DMCA”), Eazyshow has designated an agent (specified below) to receive notifications of claimed copyright infringement on its sites. Please be advised that We enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.

If You believe that Your work has been copied in a way that constitutes copyright infringement or that Your intellectual property rights have been otherwise violated, please provide Eazyshow’s Copyright Agent with the following information in accordance with the DMCA:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

2. a description of the copyrighted work or other intellectual property that You claim has been infringed;
3. a description of where the material that You claim is infringing is located on the Eazyshow's Site, with enough detail that We may find it on our Site; providing URLs in the **body of an email is the best way to help us locate content quickly**;
4. Your address, telephone number, and email address;
5. a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Eazyshow's agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

Eazyshow Inc.

340 S Main St, Clawson, MI 48017, United States

Email- support@Eazyshow.com

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Counter-Notification

If You believe that the material you posted was removed by mistake, and that You have the right to post the material, You may elect to send us a counter notice. To be effective the counter-notification must be a written communication provided to our designated agent that includes substantially the following (please consult Your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

1. A physical or electronic signature of the subscriber.
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 access to it was disabled. **Providing URLs in the body of an email is the best way to help us locate content quickly.**
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district

in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification of infringement or an agent of such person.

Such written notice should be sent to our designated agent as follows:

Eazyshow Inc.

340 S Main St, Clawson, MI 48017, United States

Email- support@Eazyshow.com

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

13. Indemnification

You agree to defend, indemnify and hold harmless Eazyshow, its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Your use of the Site and the Service; (ii) Your violation of these Terms; (iii) Your violation of any third party right, including without limitation any copyright, property, publicity or privacy right; (iv) any claim that Your Content caused damage to a third party, or a claim relating to use by You or any other person accessing the service through Your account. This defense, hold harmless and indemnification obligation will survive these Terms and Your use of the Site.

14. Non-disparagement.

You shall not make any communication that is intended or reasonably understood to disparage, criticize, condemn or impugn the personal, professional or business reputation of the Site, Service, the name Eazyshow, its employees, agents, and assigns, including, without limitation, any communication that could be interpreted as impairing the quality of the Service, whether orally or in writing, or by any other manner whatsoever to any person or entity.

15. Force Majeure.

The parties shall not be liable to each other or any other person for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service

provider failure, acts of war, acts of terrorism, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the party's reasonable control.

16. **Governing Law.**

These Terms the Privacy Policy and the relationship between You and Eazyshow shall be construed and enforced in accordance with the laws of the State of Michigan, and the parties consent to the exclusive jurisdiction of courts in Oakland County, Michigan, USA.

17. **No Assignment.**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Eazyshow without restriction or notification to You

18. **Feedback.**

You may be asked to provide feedback regarding the Service. You hereby grant Eazyshow a perpetual, free, royalty free unlimited license to use and/or incorporate such feedback into the Service or any other product of Eazyshow.

19. **Severability.**

If any term of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then these Terms, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. **Waiver.**

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

21. **Usages Levels.**

According to agreement between you and Eazyshow.

22. **Notices.**

Subject to Section 23 below, all notices shall be in writing and shall be sent by certified mail, return receipt requested, or by wire communications (e.g., facsimile) to the respective contact at the following address: To Company, at the address Eazyshow has on file and if to Eazyshow at 340 S Main St, Clawson, MI 48017, United States, Attention: CEO. Subject to Section 22 below, the effective dates of such notice shall be (1) upon evidence of a successful facsimile transmission, or (2) five days following the date of mailing for certified or registered letters and two days following the date sent for overnight letters. The above addresses may be changed at any time by giving prior written notice as above provided. 23. Miscellaneous.

Eazyshow hereby rejects any terms or conditions ("Form Terms") appearing on any purchase order or other supplements that are in addition to, or different from, the terms and conditions of this Agreement, and the parties agree that all such Form Terms shall be void and of no force or effect. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by the Company without Eazyshow's prior written consent, such consent not to be unreasonably withheld. Eazyshow may assign this Agreement to any successor to its business in whole or in part. Company acknowledges that the Services contain features to monitor user behavior and Company will provide notice of such monitoring behavior to Company's customers and users in accordance with Company's obligations herein. The parties are independent contractors and neither this Agreement nor the performance of Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the parties; and neither party will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and the unenforceable provision shall be interpreted so as to render it enforceable while approximating the parties' intent as closely as possible. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Michigan and exclusive venue shall be in the courts of the State of Michigan. Each party expressly waives its right to a trial by jury. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one contract. Eazyshow MAY CHANGE THIS AGREEMENT AT ANY TIME AND IN ITS SOLE DISCRETION. THE MODIFIED AGREEMENT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE Eazyshow WEBSITE AND COMPANY AGREES TO THE NEW POSTED AGREEMENT BY CONTINUING THE USE OF THE SERVICES. IF YOU DO NOT AGREE WITH THE MODIFIED AGREEMENT, COMPANY'S ONLY REMEDY IS TO (A) DISCONTINUE USING THE SERVICES AND DISCONTINUE USING ANY AND ALL INDEPENDENT APPLICATIONS, ADAPTERS AND LABS APPLICATIONS, AND (B) TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Sections 5.2, 5.11, 5.12, 5.16, 13 through 16, 22 through 24 shall survive the expiration or termination of this Agreement.

23. **Entire Agreement.** This Agreement, together with the Purchase Order contains the entire agreement between you and Eazyshow, and supersedes any and all previous agreements addressed herein or with respect to the subject matter hereof, whether oral or written.

YOU AND EAZYSHOW AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED

Last updated: March 1, 2022