

Amagi Central Terms of Service

Last Updated: January 1, 2024

These terms of service (“**Terms**”) govern your access to and use of the Amagi Central customer portal, and any related sites and applications (collectively, the “**Site**”). By accessing or using the Site, you are agreeing to these Terms and entering into a legally binding contract with the applicable Amagi Contracting Party (see below for this and other capitalized defined terms). Any references to “**you**” and “**your**” refer to you, as a user of the Site (a “**User**”). References to “**we**”, “**us**”, “**our**” and “**Amagi**” refer to the applicable Amagi Contracting Party.

Please read these Terms carefully before you start to use the Site, including by accessing an Account. If you do not agree to these Terms, do not access or use the Site. If you use the Site on behalf of an entity, for example, an LLC, corporation, partnership, or non-profit organization, etc., you represent and warrant that you have the authority to bind that organization, your acceptance of the Terms will be deemed an acceptance by that organization, and “you” and “your” herein shall refer to you and that organization.

Use of the Site is also governed by [Amagi’s Website Privacy Policy](#), and [Service Privacy Policy](#), each of which is hereby deemed to have been incorporated by reference into these Terms. Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site, and any additional terms applicable to any services (collectively, the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

Updates to these Terms

Amagi may revise these Terms from time to time. When changes are made, we will post the revised version on this website, and will indicate at the top of this page the date that revisions were last made. You understand and agree that your continued access to or use of the Site after any posted modification to these Terms indicates your acceptance of the modification.

Certain Defined Terms

“**Account**” means an account created by a User or for a User by Amagi for which the User will be provided access credentials.

“**Affiliate**” means an entity that, directly or indirectly, is controlled by, or is under common control with, a party.

“**Amagi Contracting Party**” means the party identified in the Amagi Contracting Party and Governing Law section below, based on the Customer’s country of domicile.

Accounts and Account Security

Accounts

For the access and use of the Site, you must create or activate an Account. Amagi may create an Account on behalf of Amagi customers (“**Customer**”) and provide access to the Customer through certain initial account user(s) from such Customer’s organization. The initial account user(s) will have the option of inviting other users from the Customer organization to access and use the Site, and such Users will be treated as authorized representatives of the Customer. Please be aware that all Users will have access to all details published in the

Customer's account on the Site, including but not limited to, purchase details, analytics, executed documentation, contractual terms, invoice data, credit data, along with other information, and Users will be able to perform various actions, such as downloading reports, requesting to stop services, purchasing new services, inviting more users, deleting the existing users, and changing the Customer organization's profile details. The Customer, including the Users, will be responsible for maintaining the confidentiality of the Customer's account, including its credentials, and the Customer will be solely and fully responsible for all activities that take place through such Customer's account, including those activities by the Users, and all such activities will be treated as activities authorized by the Customer. Amagi will not be held liable or responsible, in any form or manner, for any actions or activities that are undertaken on or through the Site using the Customer's account, or the results thereof.

Account Security

By activating an Account, you (a) agree to provide us with accurate, complete, and up-to-date information, and to maintain and update such information, (b) acknowledge that you are responsible for maintaining the confidentiality of your password and agree not to provide any other person with access to the Site or portions of it using your username, password, or other security information, (c) acknowledge that you are fully responsible for all activities that occur under your Account and (d) agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security by sending an email to legal-support@amagi.com.

Closure and Disabling of Accounts

Amagi reserves the right to deactivate or suspend an Account of any type for any lawful reason, including, without limitation, violating these Terms. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, and (b) if appropriate in our sole discretion, we may communicate to other Users that your Account has been terminated, blocked, suspended, deactivated, canceled, or otherwise penalized in any way, and why this action has been taken and/or (c) any obligations or liabilities incurred by you through the Site shall survive any termination of your Account. You may cancel your use of the Site and/or terminate your Account at any time by emailing legal-support@amagi.com. Please note that if your Account is canceled, we may delete information posted to your Account.

Using the Site

We grant you permission to use the Site, subject to the restrictions in these Terms. We may change, restrict, or terminate your permission to use the Site for any conduct that we consider to be inappropriate, or for your breach of these Terms. Any feature of the Site may be removed or discontinued at any time without prior notice to any User or liability to Amagi. Amagi retains the right to suspend any User for violation of these Terms.

Subject to your compliance with these Terms, Amagi grants you a limited, non-transferable, non-exclusive, freely revocable license to reproduce and display content made available by Amagi on or through the Site solely in connection with your access to and participation in the Site strictly in accordance with these Terms. The Site, and all intellectual property rights in or to the Site, are the exclusive property of Amagi and its licensors. Amagi reserves all rights not expressly granted herein in the Site.

User agrees not to engage in any of the following prohibited activities: (a) copying, distributing, reverse-engineering or disclosing any part of the Site or the underlying software, including without limitation by any automated or non-automated "scraping", (b) attempting to interfere

with or compromising the system integrity, availability, reliability, security or proper operation of the Site or the underlying software or deciphering any transmissions to or from the servers running the Site or the underlying software, (c) uploading or transmitting invalid data, viruses, worms, or other harmful or malicious components, (d) impersonating another person or otherwise misrepresenting a User's affiliation with a person or entity, conducting fraud, or hiding or attempting to hide or misrepresent any person's identity, (e) accessing any content on the Site or the underlying software through any technology or means other than those provided or authorized by the Site, (f) bypassing the measures that Amagi may use to prevent or restrict access to the Site or the underlying software, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the underlying software, or (g) using the Site or the underlying software in any manner that violates any applicable third party policies or requirements, including without limitation such policies or requirements that Amagi has communicated to the User.

Feedback

By sending Amagi any feedback, comments, questions, or suggestions concerning Amagi or the Site (collectively, "**Feedback**"), each User represents and warrants (a) that it has the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that its Feedback does not contain the confidential or proprietary information of any third party or parties.

By sending Amagi any Feedback, each User further (a) agrees that Amagi is under no obligation of confidentiality, express or implied, with respect to the Feedback, (b) acknowledges that Amagi may have something similar to the Feedback already under consideration or in development, (c) grants Amagi a non-exclusive, worldwide, irrevocable, perpetual, transferable, royalty-free, sublicensable license to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Feedback on, through, by means of or to promote, market or advertise the Site, or for any other purpose in Amagi's sole discretion and (d) irrevocably waives, and causes to be waived, against Amagi any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Account or the Site.

DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMAGI, INCLUDING ITS AFFILIATES, DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, AMAGI DOES NOT WARRANT OR REPRESENT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE SITE IS PROVIDED ON AN 'AS-IS' AND 'AS AVAILABLE' BASIS.

Indemnification; LIMITATION OF LIABILITY

User agrees that User will be responsible for User's use of the Site, and the User agrees to defend, indemnify and hold harmless Amagi and its Affiliates and their respective officers, directors, members, managers, employees and agents from and against every claim, liability, damage, loss, and expense, including reasonable attorney fees and costs, arising out of or in any way in connection with User's breach of these Terms and any of your access to, use of, or alleged use of the Site.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AMAGI OR ITS AFFILIATES BE LIABLE TO YOU, OR ANY USER, OR OTHER PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF OR YOUR INABILITY TO ACCESS OR USE, THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AMAGI IS AWARE OR HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE USER AGREES THAT THE AGGREGATE AND TOTAL LIABILITY OF AMAGI, INCLUDING ITS AFFILIATES, FOR ALL CLAIMS ARISING OUT OF, IN CONNECTION WITH, OR ARISING OUT OF OR INABILITY TO USE, THE SITE, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED USD 500 (FIVE HUNDRED UNITED STATES DOLLARS).

ARBITRATION

Except for a claim by Amagi of infringement or misappropriation of Amagi’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights, any and all disputes between you and Amagi arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section.

The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, such dispute shall be finally settled by binding arbitration in accordance with this Arbitration Agreement. The arbitration will proceed in the English language and will be conducted by the American Arbitration Association (“**AAA**”) under the Commercial Arbitration Rules (collectively, the “Rules”). The AAA’s rules are available at www.adr.org. The arbitrator’s decision will follow the terms of this agreement to arbitrate and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this agreement to arbitrate, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

Governing Law and Venue

These Terms shall be governed by the laws specified in the Amagi Contracting Entity and Governing Law section below, without reference to conflicts of laws principles. The courts located in the applicable venue specified in the Amagi Contracting Entity and Governing Law section below shall have exclusive jurisdiction over any dispute or claim related to these Terms.

Amagi Contracting Entity and Governing Law

Customer Domicile	Amagi Contracting Party	Governing Law	Governing Courts
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The United States of America, Mexico or a country in Central or South America or the Caribbean	Amagi Corporation	The laws of the State of New York and the United States	The state or Federal courts in New York, New York
Canada	Amagi Canada Corporation	The laws of the Province of Ontario and Canada	The provincial or federal courts located in Toronto, Ontario, Canada
EMEA Region	Amagi Media Private Limited	The laws of England and Wales	The courts of London, England
South-East Asia, all countries in the Asia Pacific region except India	Amagi Media Labs Pte Limited	The laws of Singapore	The courts of Singapore
India	Amagi Media Labs Private Limited	The laws of India	The courts in Bangalore, India
Rest of World	Amagi Corporation	The laws of the State of New York and the United States	The state or Federal courts in New York, New York

General

Severability; Waiver

In the event that any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

Any failure by Amagi to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. 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.

Assignment

These Terms are not assignable, transferable, or sublicensable by you except with Amagi's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

Section Headings

The section headings in these Terms are for convenience only and have no legal or contractual effect.
