



not forgotten™

SHARE YOUR STORY

TERMS AND CONDITIONS

Effective Date: August 5, 2019

I. Introductory Terms

A. These terms and conditions ("**Terms & Conditions**") are entered into by and between users of the NotForgotten Websites and Services ("You") and NotForgotten Library Depository, LLC and its affiliates ("**NotForgotten**", "**we**" or "**us**"). The Terms & Conditions govern your access to the NotForgotten Websites (the "**Websites**"), your use of the NotForgotten services (the "Services"), and your contractual rights with respect to us and the Services. Currently, the NotForgotten Websites include the following domains:

- Our primary site: www.not-forgotten.com
- The site with our publicly-available videos: www.not-forgotten.com/collection
- Our library records OCLC site: www.not-forgotten.com/libraryrecords
- Our blockchain records site: www.not-forgotten.com/blockchain

B. Your Acceptance of Terms. Please read these Terms & Conditions as well as our Privacy Policy carefully before you use the Websites or sign up for the Services. By using the Websites and/or signing up for the Services, you accept and agree to be bound by and abide by these Terms & Conditions and our Privacy Policy. If you do not

agree to these Terms & Conditions or the Privacy Policy (or any updates to those policies in the future), please do not use our Websites or our Services.

C. Updates to Terms. We reserve the right to revise and update these Terms & Conditions and our other policies from time to time in our sole discretion. We will inform you of any material changes by email or by another means such as a pop-up notice on the Website announcing that these Terms & Conditions have changed. To the extent permitted by law, all changes are effective immediately when we post them, and apply to all access to and use of the Websites and the Services thereafter. Your continued use of the Websites and/or the Services following the posting of revised Terms & Conditions means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they will be binding on you.

D. Who Can Use the Services. The Services are available to all adults who are 18 years of age or older throughout the world, though all content on the Websites, including the videos, will be in English. If you access the Websites or use the Services from outside the United States, you agree to comply with all applicable local laws, including but not limited to those regarding online conduct, privacy, copyright, transmission of data to and/or from the United States, and content. In

addition, you consent to having your personal data transferred to and processed in the United States.

E. Account Security. By registering for a NotForgotten account, you consent to receive communications from NotForgotten. You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password and physical access to your computer while logged into any of our Websites. You accept responsibility for all activities that occur under your user account.

II. Description of NotForgotten Services

1. Creating Your Video.

Creating your NotForgotten video is easy. NotForgotten gives you the following tools to make a beautiful video to archive your memories and messages for your descendants:

1. The NotForgotten App: You can download the NotForgotten App (the “App”) to your smart phone, tablet or desktop in a matter of seconds. The App has easy-to-use instructions that will guide you through the process of creating your video in no time at all.

i. App Functionality (Unguided Recordings): If you already know what you’d like to say in your video, simply select the “Unguided Option” and begin recording your message. If at any time you’d like to stop recording, press the “Pause” button. When you’re ready to record again, press “Continue.” If at any time you’d like to delete or edit your video, select the “Delete” or “Edit” buttons. (The Edit functionality of the App allows you to trim the length of the video you recorded so that only your favorite section is selected.)

ii. App Functionality (Guided Recordings): If you’d like help in structuring the

content of your video, you can select the “Guided Option.” This option allows you to respond to some or all of the NotForgotten menu of questions. When responding to these questions, simply press “Record” to begin recording your answer and “Stop” when you’re finished. If you’d like to edit your answer, select “Edit” in order to select a portion of your video to save and discard the rest. When you’re ready for the next question, press “Go To Next Question.” Each of your answers will be saved as a separate video, each of which can be edited or deleted and/or re-recorded. (You will be allowed to record a total of up to 30 minutes of video footage.) Once you have finished creating your video answers, these distinct videos will be combined into a single longer video (see Section II.A.2 below).

iii. Your Message: In crafting the content of your video, we encourage you to imagine you are talking to a loved one such as a child, grandchild, niece, nephew, or another person with whom you’d like to be able to communicate in the future. If you’d like to see examples of the kinds of messages other NotForgotten customers have created, please click collection.notforgotten.com.

2. NotForgotten Editing Process: The App allows you to save up to eight short videos. The total length of all videos created in the App may be up to 30 minutes. Once you have reviewed and approved the video footage you have created with the App, press “Submit All.” After you have submitted your video(s) to the NotForgotten editing team, our editors will: (i) add opening and closing sequences and music as well as your name, age (should you wish to make that public) and your location at time of recording, (ii) combine distinct video recordings (if you have submitted

multiple recordings) into a single, seamless viewing experience, and (iii) enhance color, lighting and sound quality where possible. Please note our editors will not adjust resolution, remove background noise, or edit your words. The editing process generally takes one to two weeks, but may take longer during peak times of year. The final version of your video is referred to below as the "Video".

3. Professionally-Produced Videos/Concierge Service. To minimize NotForgotten's administrative costs, NotForgotten's business model is structured on having customers create their videos through the App to ensure that content is ingested in a standard format and that it can be processed in a uniform manner by NotForgotten's team. If you prefer to upload a professionally-produced video (a "Customized Video") to the primary Website that you have created outside of the App, NotForgotten can accommodate this request via our "Concierge Service" for an additional fee. (This additional fee covers NotForgotten's staff time in providing a customized customer experience as well as related administrative costs.) To learn more about our Concierge Service please contact support@not-forgotten.com In all cases: (i) Customized Videos are subject to the same requirements and guidelines as videos created via the App, and (ii) by uploading a Customized Video to the primary Website you represent and warrant that you own all right, title and interest in and to such video and that the use of such video by NotForgotten and our licensees shall not violate the rights of any third party. Final versions of Customized Videos are also referred to herein as "Videos."

4. Our Right to Use Your Name and Likeness. By signing up for the Services, You grant NotForgotten permission to use your name, voice, likeness, and limited biographical information about you such as your hometown in connection with your Video and the promotion of the Services and the Websites. In addition, you agree that

NotForgotten may use excerpts from your Video(s) to promote the Websites and the Services.

5. If You Include Other People In Your Video / Our Right to Use Those People's Name and Likeness. You are only permitted to include another person in your video if: (i) that person is 18 years of age or older and has provided his/her consent to appear in the video and understands that by appearing in the video he/she is granting NotForgotten the right to use his/her name, voice and likeness in connection with our use of the video as more fully described herein, or (ii) if that person is under the age of 18, then you are the parent or legal guardian of the minor in question, and you have secured the minor's consent to appear in the video (if he/she is 13 years of age or older), and you further grant NotForgotten permission to use the name, voice and likeness of that minor in connection with your Video and our promotion of the Services and the Websites.

2. What Happens After Your Video Is Edited? (Video Copies)

A. Your Private Copy for Initial Download:

Once your Video has been edited, we will send you a link of the final version by email and you will be able to download your Video from the primary NotForgotten Website, but it will only be available for you to download, free of charge, for a period of fourteen days (this period is referred to as the "Free Download Window"). Once you have downloaded your Video, you can share this copy with friends and family or simply save it for future reference.

B. Public Online Copy. If you have elected to make your Video public, a watermarked copy of the Video will appear on the NotForgotten site for a period of three years (this period is referred to as the "Public Viewing Period"). NotForgotten reserves the right to adjust the length of the Public Viewing Period at any time. If you have elected to make your Video public, the watermarked version

of the Video is publicly viewable during the Public Viewing Period but is not downloadable. A non-watermarked version of the Video may be purchased from NotForgotten at any time during the Public Viewing Period.

C. Cloud Copy for Preservation and Future Download: In addition to the copy available to you during the Free Download Window, your Video will also be available to you and future generations from the Long-Term Storage Vault used by NotForgotten to store Videos in the cloud. (NotForgotten will use Amazon Glacier or a similar cloud storage facility (the “Cloud Storage Facility”) for this long-term storage.) Along with the link to the copy of the Video available to you during the Free Download Window, we will also send you a link to a unique URL identifier (the “Video URL”) that will allow you and your loved ones to access the Video from the Cloud Storage Facility in the future once the applicable retrieval fee is paid. Please click collection.not-forgotten.com for more information. (In order to keep storage costs manageable, NotForgotten limits the length of the Free Download Window to just fourteen days.) Note that the Video URL will be included in the GEDCOM file, the WorldCat record, and the “smart contract” described in Section II.G. 1(c) below.

D. Long-Term Physical Storage: In addition to storing the Video virtually as described above, NotForgotten will also create a “hard” tape copy of the Video (stored in LTO format) and send it to a secure climate controlled archival storage facility for long-term storage (this facility is referred to herein as the “Long-Term Storage Vault”). Once your Video has been archived in the Long-Term Storage Vault, we will send you the name and location of the Long-Term Storage Vault as well as a unique identifier that corresponds to your Video. Retrieving the Video from the Long-Term Storage Vault will require payment of a retrieval fee to cover associated costs. Please click collection.not-forgotten.com for more information. Please note that at the end of the Term of the plan you have

purchased, NotForgotten will have the right to dispose of the hard tape copy of your Video.

3. Why Does NotForgotten Store Your Video in Multiple Ways? How Long Will Your Video Be Preserved?

A. NotForgotten’s goal is to allow future generations who want to learn about you to find and access at least one instance of your Video. Our hope is that by giving you a personal copy of the Video as well as storing your Video in the cloud and in the Long-Term Storage Vault, at least one version of the Video will be discoverable by future generations. As described in more detail below, our goal is to ensure that future generations will be able to find you by searching for you in a database with genealogical records, or searching for you in OCLC or another library database, or searching the blockchain for your name.

B. When you sign up to become a NotForgotten customer, you will decide how long you want your Video to be preserved. NotForgotten allows you to select one of three plans (targeted at 50, 150, or 300 years of storage), depending on your preference. (We say “targeted,” because the actual cost of storage in the future may differ from the model our financial gurus have implemented; in the event that the investment returns on the money we set aside in the NotForgotten Trust to cover long-term storage fees and related expenses are higher than we anticipate, then we will be able to cover storage fees in excess of the “target” timeframes. Conversely, in the event that the investment returns on the money we set aside in the NotForgotten Trust to cover long-term storage fees and related expenses are lower than we anticipate, then the “target” timeframes may need to be shortened. The target length of the plan you purchase from NotForgotten is referred to as the “Term” herein.) Given the fact that data storage is becoming less and less expensive over time, we expect that the actual number of years your Video

is preserved will exceed the Term specified in your purchase contract.

C. Since it is impossible to know—definitively—what the future holds in store for our planet, the promise we make to our customers is that we will exercise reasonable efforts to ensure that at least one copy your Video is available for the duration of the time-frame you select. In the event that NotForgotten’s business encounters any unexpected obstacles that make it difficult or impossible for NotForgotten to fulfill our promises hereunder, NotForgotten shall, where possible, exercise reasonable efforts to find workaround solutions to fulfill our promises hereunder.

D. Please note that NotForgotten reserves the right to: (i) change the pricing of our plans for new customers at any time and/or (ii) offer discounts for new customers.

4. What is the NotForgotten Trust?

A. As part of our business model, we are establishing a trust (the “NotForgotten Trust” or the “Trust”) to ensure the long-term survival of our archive of videos and to fund and oversee NotForgotten’s future operations (see Section II.D.2 below). The Trust’s purpose is to ensure that we are able to keep our promises to customers for centuries to come.

B. The NotForgotten Trust will be funded with a portion of the NotForgotten fees paid by our customers when they sign up for the Services. These funds will be invested to generate enough income to cover: (i) storage costs of the NotForgotten Videos in the Long-Term Storage Vault, (ii) the cost of migrating the physical copies of the Videos to updated formats over time, and (iii) the cost of migrating preserved GEDCOM and WorldCat records to other types of records formats in the future should GEDCOM and/or WorldCat be phased out.

C. The NotForgotten Trust will be overseen by an advisory board (the “Advisory Board”) that will be responsible for overseeing the administration of our continuing obligations. The Advisory Board will meet at least annually and it is intended to be comprised of professionals from industries such as finance, genealogy, library sciences, and technology.

5. Will the Format of the Videos Archived in the Long-Term Storage Vault Be Updated?

Yes, NotForgotten will migrate each hard copy of the Videos in the Long-Term Storage Vault to new formats from time to time during the Term as storage media become obsolete and in accordance with NotForgotten’s internal policies. For example, if you have purchased the 150 Year Plan, NotForgotten will migrate the hard copy of your Video to new formats periodically during that 150 year Term so that future generations who wish to access your Video via the hard copy stored in the Long-Term Storage Vault are able to do so. As described in Section II.D above, the NotForgotten Advisory Board will periodically review the Video storage technology and migrate NotForgotten Videos to next-generation media and storage formats when appropriate.

6. When Will Your Video Be Made Publicly Available?

A. Determining When Your Video Will Be Publicly Available: When you sign up for the Services, you will be asked whether you want your Video to be made publicly available “immediately” or at a future point in time (the date on which the Video is made publicly available is referred to as the “Public Availability Date”). As the creator of the Video, you can select any of the following options as the Public Availability Date for your Video: (i) “immediately” (i.e., the Video will be publicly available when the Video has been fully processed and finished), (ii) 5 years after creation of the Video, (iii) 10 years after creation of the Video, (iii)

25 years after creation of the Video, or (iv) 50 years after creation of the Video.

B. What It Means for Your Video To Be Publicly Available:

- i. If you indicate that you want your Video to be “publicly available” on our primary Website as soon as it has been created, then we will share a watermarked version of the Video on the NotForgotten site (and possibly other platforms) at that point in time. We will determine the length of time that we make the Video publicly available on our Website.
- ii. In addition, we will make the Video available to the public via the Cloud Storage Facility and the Long-Term Storage Vault on the Public Availability Date. (You agree that, beginning on the Public Availability Date, anyone may use the Video URL to access the cloud version of the Video from the Cloud Storage Facility (provided he/she complies with the conditions imposed by the entity storing the Video, such as the payment of any required retrieval fees), as well as the hard copy of the Video in the Long-Term Storage Vault.) In addition, beginning on the Public Availability Date, we or our partners may also transcribe some or all of the content of the Video (through A.I. technology or otherwise) and make that transcription publicly available.
- iii. Once your Video becomes publicly available, you understand and agree that you will not have control over the ways in which third parties may use the Video and its content, including your voice, image, and likeness.

- iv. NotForgotten reserves the right: (i) to make, in our sole discretion, any videos whose contents it deems inappropriate or controversial private (i.e., not publicly available on our Website(s)) or (ii) not post a video at all, in cases where the content of a video contains content that NotForgotten decides, in our sole discretion, may pose a legal or other risk to NotForgotten or the subject of the video. In the event that NotForgotten does not post a video all to the Website(s) (either publicly or privately) for any of the reasons set forth in the preceding sentence, it shall refund any amounts paid by the customer. Please note that all videos, whether categorized as “publicly available” or “private,” will be indexed and discoverable in accordance with Section II.G below.

C. NotForgotten’s Rights. By creating a Video, you agree that NotForgotten has the right to use your Video and the contents therein freely and without restriction on our Websites and otherwise (subject to Section II.F. 1 above).

7. Discoverability: How Will Future Generations Find Your Video?

Central to NotForgotten’s value proposition is creating redundant methods that will enable future generations to discover and access your Video. While your children and grandchildren may not have a hard time locating your Video, their descendants and other people who may want to learn about you in the future may have to do a bit more sleuthing. Today that work would be done using genealogy tools or library archive searches. Below are descriptions of the tools we use to make this process easier for people who want to watch your Video generations from now.

A. GEDCOM File:

- i. GEDCOM is an acronym for "GEnealogical Data COMmunications." The GEDCOM standard is a data format used to record genealogical information.
- ii. After you've created your Video, NotForgotten will give you the opportunity to enter certain genealogical information about your family into the primary NotForgotten Website. Entering this information is optional, but doing so will greatly improve the chances that people looking for information about you will be able to connect with your video 50, 150, or even 300 years from now. Your GEDCOM file will contain a link to your Video URL as well as the location of your Video in the Long-Term Storage Vault. If you elect to enter your genealogical information, NotForgotten will generate and supply you with your GEDCOM file and its unique identifier which links information about your family tree to the virtual and physical locations of your Video.
- iii. Customers who have already established a GEDCOM file through a service like ancestry.com can add the Video URL to that file. During your lifetime, you are free to change your mind at any time if you would like to remove your GEDCOM from NotForgotten's records by going to the Settings portion of the primary Website.

B. Personal Archive Record in WorldCat:

- i. As an official "special library" of OCLC (our OCLC symbol is: IEFDP), NotForgotten will create a WorldCat record to the MARC 21 standard for videos for which our customers have purchased either a 150 year or a 300

year target storage Term. (These videos are referred to herein as "MARC-Eligible Videos".) OCLC has been storing and protecting library information as a non-profit, member-driven library cooperative since 1967. NotForgotten will register our entire collection of MARC-Eligible Videos in the WorldCat knowledge base and will supply eligible customers with a link to the WorldCat unique record for their videos.

- ii. This WorldCat record will link information about you to the virtual and physical locations of your MARC-Eligible Videos. Each MARC-Eligible Video will have its own MARC record created using OCLC cataloguing tools, protocols, and metadata standards. People who search for your name in WorldCat in the future will be able to discover the location of your Video archives.

C. A Blockchain "Smart Contract":

- (a) Customers who purchase a 150 year or 300 year target storage Term will receive a third means of discoverability: a personal "smart contract" for your Video stored on the Ethereum blockchain.
- (b) A blockchain is a distributed ledger stored in multiple locations, so this means that if you have purchased the 150 year or 300 year target storage Term, your "smart contract" data will be stored by those Ethereum nodes. A "smart contract" is a computer protocol intended to digitally facilitate, verify, or enforce the conditions or performance of a contract. These transactions are discoverable, trackable and

irreversible. If you create a “smart contract” on the blockchain, it will be stored and run in a decentralized manner. international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

- (c) If you have purchased the 150 year or 300 year target storage Term, the record of your Video’s physical and virtual location will be linked or “contracted” to the records of your Gedcom and Worldcat entries (where applicable) and recorded in a “smart contract”. You will be supplied with your blockchain smart contract transaction number which can be searched for and located by future generations on the blockchain, in turn allowing future generations to locate your Video.
- (d) Each year during the Term, your “smart contract” will undergo a “renewal event” on the blockchain. You and your dependents can subscribe to this annual event, passing it down from generation to generation (since it is an annual event, and simple to subscribe to, it will keep your Video location “alive” and easily searchable for generations). When your transaction is created we will email instructions to allow you to subscribe to your smart contract renewal events.
- B. NotForgotten shall be the sole owner of all content created for use on the Websites and the App; provided that: (i) you shall be the owner of the Video(s) you create for use on the Websites, (ii) you hereby grant NotForgotten and our licensees and assigns an irrevocable, perpetual, worldwide, fully-paid, transferable license to use such Video(s) in connection with NotForgotten’s services and the promotion and marketing thereof, and (iii) you shall not use the Video(s) for any commercial purpose that competes with NotForgotten. For the avoidance of doubt, NotForgotten’s right to use such Videos (including, for the avoidance of doubt, Customized Videos) shall be unrestricted (except as set forth in Section II.F.2 above), and NotForgotten shall be permitted to license the right to use such Videos (including, for the avoidance of doubt, Customized Videos) to third parties.
- C. These Terms & Conditions permit you to use the Websites, the Videos and the App for your personal, non-commercial use only. You agree not to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the content on our Websites, except as follows:

1. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing that content.
2. You may store files that are automatically cached by your web browser for display enhancement purposes.
3. You may print one copy of a reasonable number of pages of the Websites for your own personal, non-commercial use and not for further reproduction, publication or distribution.

III. Ownership of and Right to Use Websites, App, and Videos.

A. Except as set forth in Section III.B below, the Websites, the App and their content, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by NotForgotten, our licensors or other providers of such material and are protected by United States and

4. Videos may be downloaded solely as permitted herein.

D. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Websites or the App in breach of these Terms & Conditions, your right to use the Websites will cease immediately and you must, at our option, promptly return or destroy any copies of the materials you have made. No right, title or interest in or to the Websites or the App or any content thereon is transferred to you, and all rights therein are reserved by NotForgotten. Any use of the Websites or the App not expressly permitted by these Terms & Conditions is a breach of these Terms & Conditions and may violate copyright, trademark and other laws.

IV. Miscellaneous Terms

A. Trademarks. The NotForgotten name, NotForgotten logo and all related names, logos, product and service names, designs and slogans are trademarks of NotForgotten or our affiliates or licensors. You must not use such marks without the prior written permission of NotForgotten. All other names, logos, product and service names, designs and slogans on the Websites are the trademarks of their respective owners.

B. Prohibited Uses

1. You may use the Websites and the App only for lawful purposes and in accordance with these Terms & Conditions. You agree not to use the Websites or the App:

- a) In a manner that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- b) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to

inappropriate content, asking for personally identifiable information, or otherwise.

- c) To create or post audiovisual or other content that (in our reasonable opinion) is lewd, obscene, pornographic, offensive, defamatory, or hurtful to any third party.
- d) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm NotForgotten or users of the Websites or expose them to liability.

2. Additionally, you agree not to:

- a) Use any robot, spider or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- b) Use any manual process to monitor or copy any of the material on the Websites or for any other unauthorized purpose without our prior written consent.
- c) Use any device, software or routine that interferes with the proper working of the Websites.
- d) Introduce or upload to the Websites any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- e) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Websites, the server on which the Websites is stored, or any server, computer or database connected to the Websites.

- f) Use the Services or any Websites content other than for their intended purposes.

Any such unauthorized use will result in the immediate termination of your rights under these Terms & Conditions and NotForgotten shall be permitted to close your account.

C. Removal of Content

1. NotForgotten reserves the right not to post or remove any Videos that it believes in our reasonable discretion:

- a) Violate these Terms & Conditions, or
- b) Might violate the rights of any third party, or
- c) Contain any content which is defamatory, obscene, indecent, offensive, inflammatory or otherwise objectionable or offensive, or
- d) Might subject NotForgotten to any liability.

However, because NotForgotten will not necessarily review Videos before they are posted to the Websites, we disclaim all content therein and assume no liability in connection therewith. NotForgotten's non-enforcement of these provisions in some instances does not constitute a waiver of our right to enforce these provisions in other similar instances.

D. Links from the Websites. Any links on the Websites to other sites and resources provided by third parties are provided for your convenience only. This includes links contained in advertisements as well as links to websites that provide products, services and information related to the Services. We have no control over the content of those 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 website linked to the Websites, you do so at your own risk.

E. Force Majeure. NotForgotten will not be liable to customers for any failure to perform any obligation hereunder if the delay or failure results from any cause beyond NotForgotten's reasonable control, including acts of God, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other natural disasters, riots, acts or orders of government, acts of terrorism, or war.

F. Disclaimer of Warranties

1. YOUR USE OF THE WEBSITES, INCLUDING THEIR CONTENT AND THE SERVICES, IS AT YOUR OWN RISK. THE WEBSITES, THEIR CONTENT, AND THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. NOTFORGOTTEN MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SECURITY, RELIABILITY, ACCURACY OR AVAILABILITY OF THE WEBSITES OR THE SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE FOREGOING, NOTFORGOTTEN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

2. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITES WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR

REQUIREMENTS FOR ANTI-VIRUS PROTECTION EXCLUDED OR LIMITED UNDER APPLICABLE AND FOR MAINTAINING A MEANS EXTERNAL TO LAW.

OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITES LINKED TO THEM. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

G. Limitation on Liability

IN NO EVENT WILL NOTFORGOTTEN, OUR AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OWNERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE

H. Indemnification

You agree to defend, indemnify and hold harmless NotForgotten, our affiliates, licensors and service providers, and our and their respective officers, directors, owners, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms & Conditions and/or creation of any Videos that do not comply with the requirements set forth herein.

I. Governing Law and Jurisdiction:
Arbitration: Timing of Claims

1. All matters relating to the Websites and these Terms & Conditions and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), shall be interpreted, construed, and governed in accordance with the laws of the State of New York. You agree that any and all claims arising hereunder shall be heard and determined either in the United States District Court for the Southern District of New York or in the courts of the State of New York located in the City and County of New York, and you agree to submit yourself to the personal jurisdiction of those courts. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

2. At NotForgotten's sole discretion, it may require you to submit any disputes arising from the Services, the Websites or these Terms & Conditions, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration in the County of New York in New York state under the Rules of Arbitration of

the American Arbitration Association applying New York law.

3. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. IN ADDITION, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION IN CONNECTION WITH A CLAIM AGAINST NOTFORGOTTEN. YOU MAY BRING A CLAIM ONLY ON YOUR OWN BEHALF AND CANNOT SEEK RELIEF THAT WOULD AFFECT OTHER NOTFORGOTTEN USERS

J. Waiver and Severability

1. No waiver by NotForgotten of any term or condition set forth in these Terms & Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of NotForgotten to assert a right or provision under these Terms & Conditions shall not constitute a waiver of such right or provision.

2. If any provision of these Terms & Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms & Conditions will continue in full force and effect.

K. Entire Agreement

These Terms & Conditions, our Privacy Policy, and any other terms provided to you on the Websites constitute the sole and entire agreement between you and NotForgotten with respect to the Services and the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties.

L. To Contact Us

1. Please contact us by sending an email to the appropriate address below or you may send correspondence to our physical mailing address:

Admin@not-forgotten.com
Privacy@not-forgotten.com
Support@not-forgotten.com

NotForgotten Operations, LLC
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2. If you believe that any content on the Websites violates your copyright or if you would like to send us any feedback or comments, please email support@not-forgotten.com