

## Terms Of Service

# Floating Camera Paid Service Terms of Service

Effective as of May 6, 2022

Floating Camera allows you to access certain premium features or content in exchange for a one-time or recurring fee, as applicable to the relevant features or content (collectively, each a “Paid Service” and collectively the “Paid Services”). The Paid Services include Floating Camera rentals & purchases, paid channel subscriptions, feature-based subscriptions and other Floating Camera services which may be offered by Floating Camera in the future. Your transactions and any other use of the Paid Services are subject to these Floating Camera Paid Service Terms of Service (“Paid Service Terms”).

## 1. Your Acceptance

By using a Paid Service, you signify your agreement to these Paid Service Terms applicable to your geographic location, and all other terms and conditions that generally apply to the Floating Camera website. Please read the Terms carefully. If you do not understand the Terms, or do not accept any part of them, then you may not use the Paid Services.

Each time you place an order for a Paid Service (including when you order individual subscriptions or items of content), you enter into a separate contract for services on these Terms. When you complete a purchase, you signify that you wish to enter into a binding contract for the provision of the applicable Paid Services.

## **2. Payment, Refund and Cancellation Policy**

Payment: Floating Camera accepts payment via the current payment method indicated prior to purchase. You must have a valid accepted form of payment on file in order to purchase Paid Services or participate in free trial offers or other free offers related to the Paid Services. You agree to abide by any relevant Terms of Service or other legal agreement, that governs your use of a given payment processing method. Prices for any Paid Service may change at any time, and Floating Camera does not provide price protection or refunds in the event of a price reduction or promotional offering. You agree to pay for any Paid Service that you order. Floating Camera will charge your credit card or other form of payment for the price listed on the relevant Paid Service offer, along with any additional amounts relating to applicable taxes, bank fees and currency fluctuations. If you purchase any automatically renewing subscriptions, you agree that Floating Camera will charge the payment method on file on the first day of each billing period for the relevant subscription, and if the payment method on file becomes invalid due to an expired credit card or other similar reason and we are unable to charge you on the next billing period, Floating Camera reserves the right to immediately revoke your access to any Paid Service you have ordered until you update your payment method. If you fail to update your payment method within a reasonable amount of time, Floating Camera may cancel your subscription.

**Taxes:** If Floating Camera is required to collect or pay any taxes in connection with your purchase of a Paid Service, such taxes will be charged to you at the time of each purchase transaction. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of a Paid Service. Such taxes may include duties, customs fees, or other taxes (other than income tax), along with any related penalties or interest, as applicable to your purchase or country of purchase.

**Refunds:** You can cancel your purchase and receive a refund as long as you have not commenced using the relevant Paid Service ordered and you make your request no later than 7 working days after your order is completed. Please note that if your order includes a free trial (as described below), the 7 day period for requesting a refund begins at the beginning of the free trial, not when you are subsequently billed for the Paid Service. We reserve the right to approve or deny refund requests after 7 working days at our sole discretion, except where the Paid Service is defective. In the event a refund is issued after 7 days for any subscription Paid Service, you may be issued a partial refund that is pro-rated for the remaining time left on the subscription. If you receive a refund for any reason, Floating Camera reserves the right to terminate your access to the relevant Paid Service purchased.

**Subscription Cancellations:** If you purchase a subscription to a Paid Service that automatically renews, you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period. You will retain access to the Paid Service from the time you cancel until the start of the next billing period, and will not receive a refund or credit for any remaining days in your current billing period.

**Free Trials: Floating Camera** may offer free trials to new Paid Service subscribers. If you purchase a subscription to a Paid Service that includes a free trial, you will receive free access to such Paid Service for the duration of the free trial period. At the end of the applicable free trial period, you will be charged the price of the subscription and will continue to be charged until you cancel your subscription. To avoid any charges, you must cancel before the end of the free trial period.

**Pre-Orders: Floating Camera** may offer the ability to pre-order certain items of content available within the Paid Services. When you place a pre-order for an item of content, unless otherwise noted at the time of purchase, your transaction will be completed and your credit card will be charged on the date when the relevant item of content is made available to you. You can cancel your pre-order at any time up to the point at which the relevant item of content becomes available. In some cases, Floating Camera may need to cancel a pre-order you have placed, in which case we will notify you.

### **3. Accessing Paid Services.**

**Device and Usage Requirements.** Certain types of Paid Services may require you to use a device that meets the system and compatibility requirements for such Paid Service, which may change from time to time.

**Geographic Restrictions.** The Paid Services, and certain content available within the Paid Services, are currently available only in some countries. You agree that you will not present any false, inaccurate or misleading information in an effort to misrepresent yourself as a resident of a supported country, and you will not attempt to circumvent any restrictions on access to or availability of the Paid Services or content available within the Paid Services.

## **4. License**

Your use of the Paid Services must be only for personal, non-commercial use. You agree not to use any Paid Service, in whole or in part in connection with any public presentation even if no fee is charged (except where such use would not constitute a copyright infringement). You are receiving a non-exclusive license to access the Paid Service and all rights, title and interest in the Paid Services (including any content offered through the Paid Services) not expressly granted to you in these Terms are reserved by Floating Camera and its licensors. If Floating Camera reasonably determines that you violated any of the terms and conditions of the Paid Service Terms, your rights under this Section 4 will immediately terminate and Floating Camera may terminate your access to the Paid Service and/or your Floating Camera account without notice and without refund to you.

## **5. Restrictions**

When you use the Paid Service, you may not (or attempt to):

- use the Paid Service in an illegal manner or for an illegal purpose;
- share your Floating Camera account password with someone else to allow them to access any Paid Service that such person did not order;
- copy, sell, rent, or sublicense the Paid Services to any third party;
- circumvent, reverse-engineer, modify, disable, or otherwise tamper with any security technology that Floating Camera uses to protect the Paid Service or encourage or help anyone else to do so;

- access the Paid Service other than by means authorized by Floating Camera; or
- remove any proprietary notices or labels on Paid Services.

## **6. Changes**

Changes or Discontinuation of Paid Services. Floating Camera reserves the right to change the availability of Paid Services. In addition, we reserve the right to modify, suspend, or discontinue any Paid Service with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension, or termination. However, this will not affect your ability to request a refund as described above.

Changes to the Paid Service Terms. If the Paid Service Terms change, you will have the opportunity to review the new terms when you next purchase any Paid Service. By completing the purchase, you signify your agreement to the new Paid Service Terms, and further, that they will apply to your use of the Service as a whole (including any Paid Service you have purchased in the past) and all subsequent purchases (until the Paid Service Terms change again). If you refuse to accept the updated Paid Service Terms then you may not buy any additional Paid Services and the latest version of the Paid Service Terms that you accepted will continue to apply to your use of previously purchased Paid Services.

## **7. Communications**

Communications. By using the Paid Services, you consent to receiving communications from us including marketing communications such as newsletters about Floating Camera features and content, special offers, promotional announcements, and customer surveys, to your registered email address or via other methods.

## 8. Other Terms

- You acknowledge and agree that certain content available in the Paid Services may be considered offensive to some people and that such content may not be labeled as such. Additionally, certain descriptions of Paid Services or content available in the Paid Services are not guaranteed to be accurate. You agree to use the Paid Services at your own risk and, subject to applicable laws, Floating Camera will have no liability to you for any content that you find offensive.

You agree that you are solely responsible for (and that Floating Camera has no responsibility to you for) your use of any Paid Service, any breach of your obligations under the Paid Service Terms, and for the consequences (including loss or damage of any kind which Floating Camera may suffer) of any such breach.

- You acknowledge and agree that you are responsible for paying all fees in a timely manner and for providing us with a valid credit card or other form of payment acceptable to Floating Camera. IN ADDITION, YOU ACKNOWLEDGE THAT YOUR ONLINE ACCEPTANCES CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND Floating Camera AND SIGNIFY YOUR INTENT TO BE BOUND TO SUCH ONLINE ACCEPTANCES.