



**PLEASE READ THESE TERMS OF USE POLICY CAREFULLY BEFORE USING WWW.BEEZEEVISION.COM**

It is your responsibility to review these Terms of Use Policy (a.k.a. Terms of Use). If at any time you find these terms unacceptable or **if you do not agree to these Terms of Use, please do not use this Site or any Applications**. Please, also review the BeeZee Vision, LLC Customer-Provider Policy, Customer-Technician Policy and Privacy Policy, available at (this Site) [www.beezeevision.com](http://www.beezeevision.com)

By using the beezeevision.com, LLC. website (the "Site") or any BeeZee Vision, LLC applications or application plug-ins ("Applications"), you agree to follow and be bound by these terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Use, the words "you" and "your" refer to each customer, Site visitor, or Application user, "we", "us" and "our" refer to beezeevision.com, LLC. and "Services" refers to all services provided by us.

It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or **if you do not agree to these Terms of Use, please do not use this Site or any Applications**. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact our Customer Care Center at [info@beezeevision.com](mailto:info@beezeevision.com) or 757-454-6526 Monday-Friday 10:00-17:30.

YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

Please also refer to the BeeZee Vision, LLC Customer-Provider Policy, Customer-Technician Policy and Privacy Policy, each of which is incorporated herein (the Site) by reference.

beezeevision.com provides an online portal to give visitors a general understanding of BeeZee Vision, LLC business model products and services. Customer need not download or even license BeeZee Vision, LLC software. BeeZee Vision, LLC services have been tailored to fit most consumer needs. In the event that services require a higher level of customization, the BeeZee Vision, LLC team will make every reasonable effort to meet those expectations. However, you as the customer must acknowledge that levels of customization other than those provided in the packages will require a surcharge.

BeeZee Vision strives to keep its technological services and documents accurate, current and up-to-date. However, because technology changes rapidly, BeeZee Vision, LLC cannot guarantee that all of the information on the Site or Applications is completely current. The technological advances are different from region to region, and may be subject to service degradation at no fault of our own. The technological solutions provided in our site, computer terminals for end-users for BeeZee Vision Services cannot always fit every circumstance. Furthermore, the technology information contained on the Site and Applications are given as a sample and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need additional troubleshooting for a specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a third party multimedia provider in your area.

Every time a contract will be in the works, BeeZee Vision, LLC will perform a confidentiality agreement between both parties. At no time is an attorney-client relationship fostered or created with BeeZee Vision, LLC through the performance of any such services.

**1. Privacy Policy.** BeeZee Vision, LLC respects your privacy and permits you to control the treatment of your personal information. A complete statement of BeeZee Vision, LLC current Privacy Policy can be found by [clicking here \(Privacy Policy\)](#). BeeZee Vision, LLC's Privacy Policy is expressly incorporated into this Agreement by reference.

When you open an account to use or access certain portions of the Site, Applications, or the Services, you must provide complete and accurate information as requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, user name or password at any time. You agree to notify BeeZee Vision, LLC immediately of any unauthorized use of your account, user name or password. BeeZee Vision, LLC shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by BeeZee Vision, LLC, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

In connection with the use of certain BeeZee Vision, LLC products or services, you may be asked to provide personal information in a questionnaire, application, form or similar document or service. This information will be protected pursuant to our [Privacy Policy](#). In addition, you grant BeeZee Vision, LLC a worldwide, royalty-free, nonexclusive, and fully sub-licensable license to use, distribute, reproduce, modify, publish and translate this personal information solely for the purpose of enabling your use of the applicable service. You may revoke this license and terminate rights held by BeeZee Vision, LLC at any time by removing your personal information from the applicable service.

**2. Ownership.** This Site and Applications are owned and operated by BeeZee Vision, LLC. Beezeevision.com All right, title and interest in and to the materials provided on this Site and Applications, including but not limited to information, documents, logos, graphics, sounds and images (the "Materials") are owned either by BeeZee Vision, LLC or by our respective third party authors, developers or vendors ("Third Party Providers"). Except as otherwise expressly provided by BeeZee Vision, LLC, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on this Site or on any Applications shall be construed to confer any license under any BeeZee Vision, LLC intellectual property rights, whether by estoppel, implication or otherwise. See the "Legal Contact Information" below if you have any questions about obtaining such licenses. BeeZee Vision, LLC does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by BeeZee Vision, LLC. Any rights not expressly granted herein are reserved by BeeZee Vision, LLC.

**3. Limited Permission to Download.** BeeZee Vision, LLC hereby grants you permission to download, view, copy and print the Materials on any single, stand-alone computer (or, for Microsoft Agave users, one copy of the Application on up to five devices affiliated with your Marketplace Windows Live ID account) solely for your personal, informational, non-commercial use provided that (i) where provided, the copyright and trademark notices appearing on any Materials not be altered or removed, (ii) the Materials are not used on any other website or in a networked computer environment and (iii) the Materials are not modified in any way, except for authorized editing of downloadable forms for personal use. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms of Use. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this Site or Applications may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.

**4. Links to Third Party Sites.** This Site and Applications may contain links to websites controlled by parties other than BeeZee Vision, LLC (each a "Third Party Site"). BeeZee

Vision, LLC works with a number of partners and affiliates whose sites are linked with BeeZee Vision, LLC. BeeZee Vision, LLC may also provide links to other citations or resources with whom it is not affiliated. BeeZee Vision, LLC is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. BeeZee Vision, LLC makes no guarantees about the content or quality of the products or services provided by such sites. BeeZee Vision, LLC is not responsible for webcasting or any other form of transmission received from any Third Party Site. BeeZee Vision, LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by beezeevision.com of the Third Party Site, nor does it imply that BeeZee Vision, LLC sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that BeeZee Vision, LLC is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

**5. Use of BeeZee Vision, LLC Registration Forms.** On our Site, through our Applications, and through certain partners, we offer self-help "fill in the blank" forms. If you buy a form from one of our partners, you will be directed to that partner's website and their terms of use will control. If you buy or download a form on our Site or Application, the terms and conditions of these Terms of Use control. You understand that your purchase, download, and/or use of a form document is for guidance and might not be customized to suit your particular needs.

**License to Use.**

BeeZee Vision, LLC grants you a limited, personal, non-exclusive, non-transferable license to use our forms (the "Forms") for your own personal, internal business use, or if you are a direct business representative, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use. You shall not remove any copyright notice from any Form.

**Resale of Forms Prohibited.**

By ordering or downloading Forms, you agree that the Forms you purchase or download may only be used by you for your personal or business use or used by you in connection with your client and may not be sold or redistributed without the express written consent of beezeevision.com / BeeZee Vision, LLC.

**6. DISPUTE RESOLUTION BY BINDING ARBITRATION**

Please read this carefully. It affects your rights.

**Summary:**

Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting or calling our Customer Care Center at [info@beezeevision.com](mailto:info@beezeevision.com) or 757-454-6526 Monday-Friday 10:00-17:30. **In the unlikely event that the BeeZee Vision, LLC Customer Care Center is unable to resolve your complaint to your satisfaction (or if BeeZee Vision, LLC has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in small claims court rather than in a court of general jurisdiction.** Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. **Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted.**

You may speak with independent counsel before using this Site or completing any purchase.

**Arbitration Agreement:**

(a) BeeZee Vision, LLC and you agree to arbitrate **all disputes and claims** between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and

- claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to "BeeZee Vision, LLC," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements between us.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into these Terms, you and BeeZee Vision, LLC are each waiving the right to a trial by jury or to participate in a class action.** These Terms evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

(b) A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to BeeZee Vision, LLC should be addressed to: Notice of Dispute, General Counsel, beezeevision.com,LLC., 905 Sparrow Road, Chesapeake, VA 23321 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If BeeZee Vision, LLC and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or BeeZee Vision, LLC may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by BeeZee Vision, LLC or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or BeeZee Vision, LLC is entitled.

You may download or copy a form Notice from <http://www.beezeevision.com/>.

You may download or copy a form to initiate arbitration from the American Arbitration Association (the "AAA") website at [http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_015820](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820). (There is a separate form for California residents, also available on the AAA's website at [http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_015822](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822).)

(c) After BeeZee Vision, LLC receives notice at the Notice Address that you have commenced arbitration. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. (You may obtain information about the arbitration process directed to non-lawyers, including information about providing notice to BeeZee Vision, LLC, at <http://www.beezeevision.com/>.) The arbitrator is bound by these Terms. Unless BeeZee Vision, LLC and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your BeeZee Vision, LLC address. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If you choose to proceed either in person or by telephone, we may choose to respond only by telephone or submission. If your claim exceeds \$10,000, the AAA Rules will determine whether you have a right to a hearing. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings of fact and conclusions of law on which the award is based. The parties agree that any awards or findings of fact or conclusions of law made in an arbitration of their dispute or claim are made only for the purposes of that arbitration, and may not be used by any other person or entity in any later arbitration of any dispute or claim involving BeeZee Vision, LLC. The parties agree that in any arbitration of a dispute or claim, neither party will rely for preclusive effect on any award or finding of fact or conclusion of law made in any other arbitration of any dispute or claim to which BeeZee Vision, LLC was a party. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse BeeZee Vision, LLC for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules. An award may be entered against a party who fails to appear at a duly noticed hearing.

(d) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of BeeZee Vision, LLC last written settlement offer made before an arbitrator was selected, then BeeZee Vision, LLC will:

- pay you either the amount of the award or \$2,000 ("the alternative payment"), whichever is lesser; and
- pay your attorney, if any, the amount of attorney's fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (the "attorney's fees").

If BeeZee Vision, LLC did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney's fees, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney's fees at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(e) The right to attorney's fees and expenses discussed in paragraph (d) supplements any right to attorney's fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws BeeZee Vision, LLC may have a right to an award of attorney's fees and expenses if it prevails in an arbitration proceeding, BeeZee Vision, LLC will not seek such an award.

(f) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND BEEZEE VISION, LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL.** The arbitrator shall not have the power to commit errors of law or legal reasoning, and the parties

agree that any injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for any such error. Each party will bear its own costs and fees on any such appeal. Notwithstanding the foregoing, both parties hereby waive the right to appeal any arbitration award other than an award providing injunctive relief. Further, unless both you and BeeZee Vision, LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(g) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential, other than as part of an appeal to a court of competent jurisdiction.

(h) The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. If this specific proviso is found to be unenforceable, it is severable from the rest of the arbitration agreement.

**7. Additional Terms.** Some BeeZee Vision, LLC Services may be subject to additional posted guidelines, rules or terms of service ("Additional Terms") and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms of Use will control.

**8. Reviews, Comments, Communications, and Other Content.** At various locations on the Site or through Applications, BeeZee Vision, LLC may permit visitors to post ratings, reviews, comments, and other content (the "User Content"). Contributions to, access to and use of the User Content is subject to this paragraph and the other terms and conditions of these Terms of Use.

#### **Rights and Responsibilities of BeeZee Vision, LLC.**

BeeZee Vision, LLC is not the author of the User Content. BeeZee Vision, LLC takes no responsibility and assumes no liability for any content posted by you or any third party.

Although we cannot make an absolute guarantee of system security, BeeZee Vision, LLC takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us by email at [info@beezeevision.com](mailto:info@beezeevision.com) for help.

If BeeZee Vision, LLC's technical staff finds that files or processes belonging to a member pose a threat to the proper technical operation of the system or to the security of other members, BeeZee Vision, LLC reserves the right to delete those files or to stop those processes. If the BeeZee Vision, LLC technical staff suspects a user name is being used by someone who is not authorized by the proper user, BeeZee Vision, LLC may temporarily disable that user's access in order to preserve system security. In all such cases, BeeZee Vision, LLC will contact the member as soon as feasible.

BeeZee Vision, LLC has the right (but not the obligation), in our sole and absolute discretion, to edit, redact, remove, re-categorize to a more appropriate location or otherwise change any User Content.

#### **Rights and Responsibilities of BeeZee Vision, LLC Users or Other Posters of User Content.**

You are legally and ethically responsible for any User Content - writings, files, pictures or any other work - that you post or transmit using any BeeZee Vision, LLC service that allows interaction or dissemination of information. In posting User Content, you agree that you will not submit any content:

- that is known by you to be false, inaccurate or misleading;
- that infringes anyone's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Please see Compliance with Intellectual Property Laws below;
- that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising). Please see Compliance with Export Restrictions below;
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing, or advocates or encourages illegal conduct harmful to any individual, partnership or corporation. Please see Inappropriate Content below;
- that includes advertisements, spam, or content for which you were compensated or granted any consideration by any third party;
- that includes information that references other websites, addresses, email addresses, phone numbers, or other contact information;
- that contains any computer virus, worms, or other potentially damaging computer programs or files;
- that otherwise violates these Terms of Use.

Under United States federal law, you retain copyright on all works you create and post as User Content, unless you choose specifically to renounce it. In posting a work as User Content, you authorize other members who have access to that service to make personal and customary use of the work, including creating links or reposting, but not otherwise to reproduce or disseminate it unless you give permission for such dissemination.

You grant BeeZee Vision, LLC a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from, sell, distribute, and/or incorporate such content into any form, medium, or technology throughout the world without compensation to you. You have the right to remove any of your works from User Content at any time.

You are required to provide your real name when signing up as a user of BeeZee Vision, LLC. BeeZee Vision, LLC does not permit anonymous accounts, however it does allow pseudonymous accounts. Any user may request that such member's email address be hidden to provide for additional privacy.

Ratings and reviews will generally be posted in two to four business days.

By submitting your email address in connection with your rating and review, you agree that BeeZee Vision, LLC may use your email address to contact you about the status of your review and other administrative purposes.

**9. NO WARRANTY.** THE SITE, APPLICATIONS, AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BEEZEE VISION, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

BEEZEE VISION, LLC MAKES NO WARRANTY THAT: (A) THE SITE, APPLICATIONS, OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, APPLICATIONS, OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATIONS, OR ANY MATERIALS OFFERED THROUGH THE SITE OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, APPLICATIONS, OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE USE OF THE SITE OR APPLICATIONS IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. BEEZEE VISION, LLC SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

NOTWITHSTANDING THE ABOVE, BEEZEE VISION, LLC OFFERS A 30 DAY SATISFACTION GUARANTEE, THE TERMS OF WHICH ARE AVAILABLE [HERE \(30 days Satisfaction Guarantee\)](#).

**10. LIMITATION OF LIABILITY AND INDEMNIFICATION.** EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD BEEZEE VISION, LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY ME OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF BEEZEE VISION, LLC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IF THERE IS LIABILITY FOUND ON THE PART OF BEEZEE VISION, LLC, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, EXCEPT AS ALLOWED PURSUANT TO THE BEEZEE VISION, LLC ARBITRATION AGREEMENT, CONTAINED IN PARAGRAPH 6 OF THESE TERMS OF USE, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. FURTHER, EXCEPT AS PERMITTED BY LAW, NOTHING IN THIS PARAGRAPH IS INTENDED TO MODIFY THE PROVISIONS OF VIRGINIA BUSINESS AND PROFESSIONS CODE.

**11. Unsolicited Submissions.** Except as may be required in connection with your use of BeeZee Vision, LLC Services, BeeZee Vision, LLC does not want you to submit confidential or proprietary information to us through this Site or any Applications. All comments, feedback, information or material submitted to BeeZee Vision, LLC through or in association with this Site shall be considered non-confidential and BeeZee Vision, LLC's property. By providing such submissions to BeeZee Vision, LLC you hereby assign to BeeZee Vision, LLC, at no charge, all worldwide right, title and interest in and to the submissions and any intellectual property rights associated therewith. BeeZee Vision, LLC shall be free to use and/or disseminate such submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality and content.

**12. Compliance with Intellectual Property Laws.** When accessing the Site or BeeZee Vision, LLC or using the BeeZee Vision, LLC Confidentiality Agreement as part of our service, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your BeeZee Vision, LLC user account.

BeeZee Vision, LLC has adopted a policy that provides for the immediate removal of any content, article or materials that have infringed on the rights of BeeZee Vision, LLC or of a third party or that violate intellectual property rights generally. BeeZee Vision, LLC's policy is to remove such infringing content or materials and investigate such allegations immediately.

#### Copyright Infringement:

- 1. Notice.** BeeZee Vision, LLC has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. The Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed the rights of the Company or of a third party, or otherwise violated any intellectual laws or regulations. The Company's policy is to act expeditiously upon receipt of proper notification of claimed copyright infringement to remove or disable access to the allegedly infringing content. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want the Company to delete, edit, or disable the material in question, you must provide the Company with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringing; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information sufficient to permit the service provider to locate the material; (4)

Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, email address; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The above written information must be sent to our registered Copyright Agent:

Copyright Agent  
c/o beezeevision.com, LLC.  
305 Sparrow Road  
Chesapeake, VA 23321  
[copyrightagent@beezeevision.com](mailto:copyrightagent@beezeevision.com)

- 2. Counter-Notice.** If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a written counter-notice containing the following information to the Copyright Agent: (1) Your physical or electronic signature; (2) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Chesapeake, Virginia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Company's sole discretion.

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