

viu.com
xtremegraphics.com
Terms and Conditions

Welcome to our website located at viu.com and xtremegraphics.com (“Website”), owned by IGH Solutions, Inc. and/or its subsidiaries (IGH and/or its subsidiaries hereinafter collectively “IGH”). By using and accessing the functions, services and content available on our Website (the “Service”), you agree to be bound by the terms and conditions set forth below (the “Terms”). We reserve the right to update or modify the Terms at any time without prior notice and therefore encourage you to review the Terms whenever you use the Service. Your continued use of the Service constitutes assent to the revised Terms.

1. Availability

We endeavor to make the Service available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment or other reasons beyond our control. You agree that we will not be liable to you for any modification, suspension or discontinuance of the Service.

2. User Privileges and Obligations

You must be over the age of 13 to use this Website and the related Services. You may not use the Service in any manner that is unlawful or harmful to IGH, or its affiliates, distributors, customers, suppliers or any other party. You agree you will NOT use the Service:

- a) to post or otherwise communicate any material that is pornographic, threatening, abusive, harmful, an invasion of privacy or publicity rights, defamatory or otherwise objectionable (as determined by IGH, in its sole discretion);
- b) to order for print, for proof, e-mail or otherwise transmit any material that you do not have a right to transmit or which infringes any copyright, trademark, or other intellectual property right of any party;
- c) to disguise the origin of any content transmitted to or through the Service;
- d) to upload, e-mail or otherwise transmit any material which is likely to cause harm to the Service or anyone else’s computer systems;
- e) to transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- f) to impersonate any person or entity, or otherwise to misrepresent your affiliation with a person or entity; or
- g) to interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service; or
- h) To provide any information to IGH or the Website that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose; or
- i) To resell the Service or any portion of the Service.

3. User Submitted Content

- a) You may submit text and images or other content to the Service (“User Content.”) Images that are provided to you by professional photographers or made available through websites, magazines, books or other resources, are protected by copyright and should not be uploaded, shared or copied using the Service. You represent and warrant that you are the owner of any User Content or otherwise have the legal right to submit the User Content. You grant IGH permission to (1) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat the User Content, and (2) sublicense these rights, to the maximum extent permitted by applicable law.
- b) You should make backup copies of any User Content submitted to the Service. IGH is not liable to you for the loss of any User Content.
- c) We may provide storage for your User Content. The amount and terms and conditions of storage will be as established by IGH from time to time.
- d) You agree that we may or may not screen User Content and that we have the right to remove any User Content that violates these Terms or that we otherwise find objectionable.
- e) We may not screen User Content before it is uploaded. Consequently you should not rely on the accuracy or reliability of any User Content and we take no responsibility or liability therefore.

4. What About Information About Children?

The Children’s Online Privacy Protection Act took effect imposes certain requirements on websites directed toward children under 13 that collect information on those children, or on websites that know they are collecting information on children under the age of 13. We want to let you know that it currently is our policy not to collect personal information on any person under 13.

5. Privacy

We have a firm commitment to safeguarding your privacy. Please review our **Privacy Policy**. The terms of our privacy policy are incorporated into these Terms.

6. Trademarks

The name “IGH Solutions, IGH, xtremegraphics.com, Xtreme Graphics®, viu.com, VIU™, and Virtual Images™ (hereinafter the “Marks”) and all brand, product and service names that identify IGH or third party products and services available through the Service, are trademarks of IGH and/or the relevant third party. You agree you will not display or use these marks without the written permission of the owner.

7. Copyright

IGH is, unless otherwise stated, the owner of all copyright in the Service and its contents (except for User Content). You may not publish, distribute, extract, re-utilize or reproduce any such content in any form (including photocopying or storing it in any medium by electronic means).

8. Copyright Violations.

IGH respects the intellectual property rights of others and will take appropriate steps to protect the intellectual property rights of third parties. If you believe your copyright or the copyright of another has been infringed on the Service, please provide our Copyright Agent with a written notice containing the following information:

- a) a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest; that you believe has been infringed;
- b) an identification of the copyrighted work that you claim has been infringed;
- c) a description of where the material that you claim is infringing is located on the site;
- d) information on how to contact you including your address, telephone number, and email address, if available;
- e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- f) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Claims of infringement should be addressed to IGH's Copyright Agent at the following address:

Copyright Agent
IGH Solutions, Inc.
1725 Roe Crest Drive
North Mankato, MN 56003

9. Applicable Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts of the State of Minnesota. You consent jurisdiction and venue in the state and federal courts of the State of Minnesota.

10. Disclaimer of Warranty and Limitation of Liability:

THE SERVICE IS PROVIDED BY US "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, IGH DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY USER CONTENT TO THE SERVICE, AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE SERVICE IS DONE AT YOUR RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR USER CONTENT OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. **YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR USER CONTENT.**

EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING PARAGRAPH, TO THE FULLEST EXTENT ALLOWED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES RESULTING FROM THE USE OR PROVISION OF THE SERVICE, THE WEBSITE AND ALL RELATED PRODUCTS AND SERVICES, EVEN IF IGH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. Indemnity

By using the Website you agree to protect, defend and indemnify IGH and its parents, subsidiaries, affiliates, directors, officers, consultants and employees and hold them harmless from any and all claims and expenses, including attorney's fees, arising from any User Content or your other use of the Service.

12. General

IGH's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable.

IGH reserves the right, in its sole discretion, to modify or terminate all or any portion of the Service at any time and for any reason.

IGH reserves the right, in its sole discretion to remove your User Content from the Service without prior notice for any reason.

13. Comments

If you have any comments or questions about the Service please contact us by e-mail at info@viu.com or call 800-950-8247.