

Contractor Terms of Service

Welcome to Ai-Media's (referred to herein as "Ai-Media," "we" or "us") online Service. This agreement explains the terms by which you may use Ai-Media's websites, platforms, online features, software (both online and downloadable), technological knowhow, content and workflow management solutions (collectively the "Service"). The Service is designed to provide accessibility services for live and pre-recorded content. The Service is also designed to facilitate the flow of information, media content and work between Ai-Media customers and contractors using Service. These Terms of Service explains the terms by which you may perform services using the Service. These Terms of Service applies to all visitors, users, members, contractors and others who access the Service in any manner ("Users"), and by accessing or using the Service, you agree to be bound by these Terms of Service and to the collection and use of your information as set forth in the Ai-Media [Privacy Policy](#). These Terms of Service hereby incorporate the terms of the documents listed below and any other agreements or documents that may be posted on the Service from time to time, including in each case, all future amendments and modifications thereto. These Terms of Service and the agreements set forth below together form and are deemed the "Agreement". Any terms not otherwise defined in these Terms of Service shall be as set forth in the Agreement.

1. [Privacy Policy](#)
2. Contractor Session Rules and Guidelines (attached herein as "Schedule 1")

IMPORTANT NOTICE: THIS AGREEMENT PROVIDES THAT ALMOST ALL DISPUTES BETWEEN YOU AND US ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. BY ENTERING INTO THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO SUE IN COURT, OR TO BE PART OF A CLASS ACTION, TO RESOLVE THESE DISPUTES, AS EXPLAINED IN MORE DETAIL IN THAT SECTION.

If you do not agree to all of the terms of the Agreement, you must not provide services, use or access any parts of the Service.

1. Agreement Terms

If you choose to perform the translation, transcription, audio description, media alternative and/or captioning services and deliver the translation, transcription, audio description, media alternative and/or captioning deliverables ("Deliverables") as requested by the Ai-Media User, who may be referred to as the customer, from time to time (the "Services"), you will be subject to and you must read, understand and comply with these Terms of Service and the Agreement in whole. We ask that you please read the Agreement carefully to ensure you are comfortable with all of its terms and conditions.

2. License

Subject to the terms below and in the Agreement, we grant you a personal, non-exclusive, limited, non-transferable, freely revocable license to use the Ai-Media Intellectual Property Rights, including access to the Service, to perform Services solely for purposes of the Service and as permitted by the features of the Service. Ai-Media reserves all rights not expressly granted herein in the Service and the Ai-Media Content. You may not, and you may not permit others to, (a) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Service; (b) modify, distribute, or create derivative works of the Service; (c) copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; (d) use the Service for any purpose that is unlawful or prohibited by this Agreement; (e) use the Service in any manner that could damage, disable, overburden, or impair any Ai-Media server, or network(s) connect to any Ai-Media server, or interfere with any other party's use and enjoyment of any Ai-Media services; (f) attempt to gain unauthorized access to any Services, accounts, systems or networks connected to any Ai-Media server or any of the Services, through hacking, password mining or any other means. We reserve the right to terminate this License and close your account at any time at will, at any time for any reason or no reason, with or without notice to you. The License will also be terminated if you fail to comply with

any term or condition of this Agreement. Upon termination by either party, you agree to destroy any software provided to you as part of the License.

3. Account

You will need to establish an online account with Ai-Media. An Ai-Media online account gives you access to the Ai-Media Intellectual Property Rights and tools and functionality that we may establish and maintain from time to time and in our sole discretion which you may use per the instructions to perform the Services. We may maintain different types of accounts for different types of Users. If you open an Ai-Media account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf. By connecting to Ai-Media with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

4. Payment; No Violation of Rights or Obligations

As the only consideration payable with regard to the Services or this Agreement, the customer for whom you have performed the Services will pay you the fees less any fees payable to Ai-Media. The net fee payable to you for the provision of Services will be displayed to you on Ai-Media's websites or platforms when you select Services to undertake, by accepting to undertake the performance of Services you agree to the net fee being the only consideration payable to you for completion of the Services, pursuant to the terms and conditions under these Terms of Service (which includes for clarity's sake the Contractor Session Rules and Guidelines). Unless otherwise specifically agreed upon by Ai-Media in writing (and notwithstanding any other provision of the Agreement), all activity relating to Services will be performed by and only by you or by employees of you and only those such employees who have been approved in writing in advance by Ai-Media. You agree that you will not (and will not permit others to) violate any agreement with or rights of any third party or, except as expressly authorized by Ai-Media in writing hereafter, use or disclose at any time your own or any third party's confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Ai-Media.

5. Proprietary Information; Publicity

You hereby agree that all Deliverables, and all other business, technical and financial information (including, without limitation, the Service and any of its features, processes and systems and any Intellectual Property Rights relating thereto, Ai-Media Content, the identity of and information relating to Users, User Content, or employees) developed, learned, accessed or obtained by or for or on behalf of you during the period that you are to be providing the Services that relate to Ai-Media or the business or demonstrably anticipated business of Ai-Media or in connection with the Services or that are received by or for Ai-Media in confidence, constitute "Proprietary Information." Proprietary Information also includes information received in confidence by Ai-Media from its customers, Users and suppliers or other third parties. You hereby agree to hold in confidence and not disclose or, except in performing the Services, use or permit to be used any Proprietary Information. However, you shall not be obligated under this paragraph with respect to information you can clearly document is or becomes readily publicly available without restriction through no fault of yourself. Upon termination or as otherwise requested by Ai-Media or the User for whom you provided Services, you will promptly provide to Ai-Media or such User all items and copies containing or embodying Proprietary Information (including without limitation all Deliverables), except that you may keep your personal copies of your compensation records and the Agreement. You also recognize and agree that you have no expectation of privacy with respect to Ai-Media's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that your activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

6. Warranties and Other Obligations

You hereby represent, warrant and covenant that: (i) the Services will be performed in a professional, competent and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation you may have to others; (ii) all work under the Agreement

shall be your original work and none of the Services nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any Intellectual Property Right or other right of any person or entity (including, without limitation, you); (iii) you have the full right to allow it to provide Ai-Media with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give you the rights to do the foregoing and otherwise fully perform the Agreement); (iv) you shall comply with all applicable laws and Ai-Media safety rules in the course of performing the Services; and (v) if your work requires a license, you have obtained that license and the license is in full force and effect; (vi) you will make every attempt to safe guard your data and other files during the installation or updating of any software. You will not hold Ai-Media liable for any damage arising from data loss or any other losses that result from the installation, updating or upgrading of software. Before beginning any installation, updating or upgrading tasks, you will make a backup of your hard disks (including but not limited to all data or files relating to Ai-Media software and any other files or data on stored on the same hard disk as Ai-Media software). Your work will be regularly reviewed to ensure that it meets Ai-Media's quality standards. Repeatedly producing work that does not meet Ai-Media's standards will restrict or entirely prevent you from claiming work.

7. Avoidance of Conflict of Interest

You hereby represent and warrant that you have no outstanding agreement or obligation that is in conflict with any of the provisions of the Agreement, or that would preclude you from fully complying with the provisions hereof, and further certify that you will not enter into such conflicting agreement during the term of this Agreement.

8. Term and Termination

This Agreement will commence on the date that you first register with the Service and accept the terms of the Agreement and shall continue until terminated, as set forth below. You agree that Ai-Media, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use, or if Ai-Media believes the quality of your Deliverables does not meet an acceptable standard, or if Ai-Media believes that you have violated or acted inconsistently with the letter or spirit of the Agreement. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of or access to the Service, and may be referred to appropriate law enforcement authorities. Ai-Media may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Ai-Media may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Ai-Media will not be liable to you or any third-party for any termination of your access to the Service. Ai-Media may communicate the obligations contained in the Agreement to any of your other (or potential) clients or employers.

9. Relationship of the Parties; Independent Contractor; No Employee Benefits

You are an independent contractor and you are NOT an employee, agent, partner or joint venturer of Ai-Media and you shall not bind nor attempt to bind Ai-Media to any contract or agreement. You shall not hold yourself out as an agent of Ai-Media at any time or on any medium. You shall perform services diligently so that any goals set by the User or customer or Ai-Media are attained and needed results are obtained for the ultimate user of the project. You shall be solely responsible for the determining the method, mode, manner and hours in which the Services is performed under the Agreement. Payment to you is on a job basis only (as set out in the Contractor Session Rules & Guidelines – see Schedule 1) and is not a reflection of time worked. Any preparation, setup and research which you choose to undertake as part of your method of delivering quality output is at your cost. No payment or reimbursement is made for your expenses. All tools, materials and computer equipment is owned outright by you. Costs relating to tools, materials, property and services used to deliver the Services, including but not limited to software licenses, insurances, rent and internet connectivity will be borne by you. You acknowledge and agree that it is entirely within your control as to whether you realize a profit or incur a loss under this Agreement. You acknowledge and agree that, generally, the more jobs which you deliver to the satisfaction of contract specifications, the greater chance you will have of making a profit. You acknowledge and warrant that, while performing all

services and work under this Agreement, you operate independently of Ai-Media's day to day business operations and shall not be eligible to participate in any of Ai-Media's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Ai-Media shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to you. You shall comply at your own expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. You are responsible for keeping your own insurances, including but not limited to public liability, professional indemnity and workers compensation insurance. From time to time Ai-Media may request that you provide Certificates of Currency for your insurance policies, upon request by Ai-Media you acknowledge and agree that you are required to provide requested Certificates of Currency. You are permitted to work for any number of persons or entities at the same time as fulfilling these Terms of Service, including members of the general public. Ai-Media has no right to discharge you without incurring liability for work that measures up to contract specifications. As the Contractor you must complete agreed upon projects to Ai-Media's satisfaction and you acknowledge and agree that you are liable for any failure to complete them satisfactorily. You will ensure that your employees, contractors and others involved in the Services, if any, are bound in writing to the foregoing, and to all of your obligations under any provision of the Agreement for Ai-Media's benefit, and you will be responsible for any noncompliance by them. You hereby agree to indemnify Ai-Media and hold Ai-Media harmless from any and all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, on account of the foregoing or any breach of this Agreement or any other action or inaction by or for or on behalf of you.

10. Assignment

You may choose to accept any Services assignment or session made available via the Service and you hereby understand that there is no minimum or maximum number of assignments that may be accepted. You can also choose not to accept any assignments. This Agreement and the Services contemplated hereunder are personal to you and you shall not have the right or ability to assign, transfer or subcontract any rights or obligations under the Agreement without the prior written consent of Ai-Media. Any attempt to do so shall be void. Ai-Media may fully assign and transfer the Agreement, in whole or part.

11. Arbitration and Class Action Waiver

a. Delaware Rapid Arbitration Act. Any dispute arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration conducted in the State of Delaware in accordance with the Delaware Rapid Arbitration Act. The award rendered by the arbitrators shall be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof.

b. Initial Dispute Resolution. Most disputes can be resolved without resort to litigation. Ai-Media and you each agree to use its best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Ai-Media support department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. To commence this procedure, you hereby agree to contact Ai-Media's support department at onlinesupport at ai-media.tv, or Ai-Media may contact you using the last available information it has for you.

c. Binding Arbitration. If Ai-Media and you do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then both Ai-Media and you hereby agree to resolve by arbitration any and all controversies, claims, or disputes arising out of, relating to, or resulting from: (1) your consulting relationship with Ai-Media, (2) the termination of your contractor relationship with the Ai-Media, (3) the performance or breach of the Agreement, (4) any other aspect of the Agreement, including the classification of you as an independent contractor, or (5) without limiting the foregoing, any city, county, state or federal wage-hour law, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by Ai-Media and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar

subject matters, and all other similar federal and state statutory and common law claims, in each case, by binding arbitration by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in the State of Delaware, unless you and Ai-Media agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

d. Exclusions. The Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of the Agreement are expressly excluded from Section 11. The claims not covered by this Arbitration Provision are claims that are not arbitrable by law, which include claims under the California Private Attorney General Act (“PAGA”) only for so long as PAGA claims are held to be not arbitrable by law by the California Supreme Court, the Ninth Circuit Court of Appeals, or the United States Supreme Court.

e. Filing Fee. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Ai-Media will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Ai-Media will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not seek more than US\$75,000. Both Ai-Media and you hereby agree that the arbitrator shall have the power to award any remedies available under applicable law, and that the arbitrator shall award attorneys’ fees and costs to the prevailing party, except as prohibited by law. Both Ai-Media and you hereby understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. Ai-Media and you each further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Whether or not you are a resident of the United States, arbitration shall be initiated and conducted in the State of Delaware, unless you and Ai-Media agree otherwise, and you and Ai-Media agree to submit to the personal jurisdiction of any federal or state court the State of Delaware in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

While Ai-Media will not take any retaliatory action in response to any exercise of rights you may have under Section 7 of the National Labor Relations Act, if any, Ai-Media shall not be precluded from moving to enforce its rights under the Federal Arbitration Act to compel arbitration on the terms and conditions set forth in this Agreement.

f. Class Action Waiver. Both Ai-Media and you hereby further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action (subject to the portion of Paragraph 11(d) above with respect to PAGA claims), and both Ai-Media and you each expressly waive its respective right to file a class action, seek relief on a class basis, or join or serve as a member of a class action. YOU AND AI-MEDIA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class or representative basis, then this Section 11 shall be deemed null and void in their entirety and the Parties shall be deemed to have not agreed to arbitrate disputes.

g. 30-Day Right to Opt Out. You have the right to opt out and not be bound by this version of Section 11 by sending written notice of your decision to opt out to onlinesupport at ai-media.tv with the subject line, “ARBITRATION AND CLASS ACTION WAIVER OPT-OUT.” The notice must be sent within thirty (30) days of the first date on or after 6 February, 2018 that you agree to any version of this Agreement that contains this version of Section 11. If you do not opt out, you shall be bound to arbitrate disputes in accordance with the terms of this Section 11. You have the right to consult with counsel of your choice concerning this Section 11. You understand that you will not be subject to retaliation if you exercise your right to opt out of coverage under this Section 11. If you opt out of Section 11, Ai-Media also will not be bound by it in its disputes with you.

h. Changes to this Section. Ai-Media will provide (60) days’ notice of any changes to this section. Changes will become effective on the sixtieth (60th) day, and will apply prospectively only to claims arising after the sixtieth (60th) day. If a court or arbitrator decides that this subsection on “Changes to

This Section” is not enforceable or valid, then this subsection shall be severed from Section 11, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section you agreed to.

12. Limitations to this Arbitration Agreement

Section 11 (Arbitration and Class Action Waiver) shall be limited as follows:

- a. Administrative Agencies. Claims may be brought before an administrative agency, but only to the extent law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, and the National Labor Relations Board. Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. This Arbitration Provision does not restrict my rights to engage in concerted activities under Section 7 of the National Labor Relations Act.
- b. Dodd-Frank. Disputes that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of Section 11.
- c. Intellectual Property Claims. Notwithstanding either Ai-Media's or your decision to resolve all disputes through arbitration, either Ai-Media or you may bring an action in state or federal court or in the U.S. Patent and Trademark Office to protect its patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights.
- d. Small Claims Court. Notwithstanding the Ai-Media's or your decision to resolve all disputes through arbitration, either such party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

13. Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Ai-Media has no control over such sites and resources and Ai-Media is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Ai-Media will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Ai-Media is not liable for any loss or claim that you may have against any such third party.

14. Indemnity and Release

You agree to release, indemnify and hold Ai-Media and its affiliates and their officers, employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of this Agreement, any other party's access and use of the Service with your unique username, password, or other appropriate security code, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

15. Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AI-MEDIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

AI-MEDIA MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY DOCUMENTS, PRODUCTS, SERVICES,

INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

16. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AI-MEDIA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AI-MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY COMPONENTS OF THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL AI-MEDIA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNTS PAID OR PAYABLE BY AI-MEDIA IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OR ACCESS TO THE SERVICE. IN ALL CASES, YOU HEREBY AGREE THAT THE ABOVE EXCLUSION OF WARRANTIES AND LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Under no circumstances will Ai-Media be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your account or the information contained therein.

17. No Liability Assumed for the Following

To the maximum extent permitted by applicable law, Ai-Media assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party.

18. Governing Law

You agree that: (i) the Service shall be deemed solely based in Delaware; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Ai-Media, either specific or general, in jurisdictions other than Delaware. This Agreement shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in State of Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

19. Notification Procedures and Changes to the Agreement

Ai-Media may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Ai-Media in our sole discretion. Ai-Media reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Ai-Media is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Ai-Media may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Agreement. If you do not agree to any of these terms or any future terms of the Agreement, do not use or access (or continue to access) the Service.

20. Entire Agreement/Severability

These Terms of Service, together with the

- [Privacy Policy](#),
- Contractor Session Rule and Guidelines (attached herein as "Schedule 1")

And, any amendments and any additional agreements you may enter into with Ai-Media in connection with the Service, shall constitute the entire agreement between you and Ai-Media concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

21. No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Ai-Media's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

22. Survival

Notwithstanding anything to the contrary, You and Ai-Media each agree that, Sections 5 through 24 will survive any termination or expiration of the Agreement or your relationship with Ai-Media.

23. User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service, including but not limited to any customer, and Ai-Media will have no liability or responsibility with respect thereto. Ai-Media reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

24. Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Ai-Media.com or by email at info at ai-media.tv.

25. Questions and Suggestions

Please contact us at onlinesupport at ai-media.tv to report any violations of this Agreement or to ask us any questions about this Agreement or the Service.

Schedule 1: Contractor Session Rules and Guidelines
Last updated: 6 February, 2018

The following Rules and Guidelines apply to all Contractors

Support Services

Support is available via email and through the website. If you require more advanced technical support or telephone assistance, additional consulting services or a support plan may be required. We reserve the right to change our support policy at any time. To contact us for support, email us at onlinesupport at ai-media.tv.

The following Rules and Guidelines apply to Contractors delivering real-time media sessions

1. Cancellation and No-Show Policy

If the Customer cancels your confirmed live session less than 24 hours before the session is scheduled to begin, you will be paid one half of the confirmed amount.

If you cancel a confirmed session less than 24 hours before the session is scheduled to begin, one quarter of the confirmed amount will be deducted from your account balance except in the case of illness or emergency (for which you may be required to provide valid evidence). You will not be required to pay this amount, but it will be deducted from your next payment.

2. Late Policy

You are required to enter the session at least 5 minutes before the scheduled start time. If you do not enter the scheduled session at least 5 minutes before the scheduled start time, that session will become available for other Contractors to claim and one quarter of the confirmed amount will be deducted from your account balance.

Contractors with multiple late or no-shows to scheduled sessions will be provided with two (2) warnings from us before being removed from the service entirely.

3. Early Ending of Sessions

If the Customer chooses to end the session early, you will still be paid in full for the time slot.

If you do not complete your confirmed session in full, you will not be paid for the time you have not provided captions. Contractors with frequent instances of leaving sessions early will be removed from the service entirely.

4. Software

It is your responsibility to make every attempt to safeguard your data and files when installing, updating and using any software. Ai-Media takes no responsibility for any damage, data loss or corruption. We recommend you back up your hard disks regularly, and always before any software installation and upgrades.

The following Rules and Guidelines apply to Contractors delivering work on recorded media

1. Late Policy

You are required to complete claimed work by the stated due date and time. If you do not submit a job by the due date and time, Ai-Media will consider that job incomplete and reserves the right to withhold pay for that job. Contractors with multiple missed deadlines may be suspended or removed from the service entirely.

2. Sign-Off and Quality Assurance

If a submitted job is missing a significant amount of content, or the content generated does not match the associated media, Ai-Media may consider this job incomplete, and reserves the right to withhold pay for this job.

First name	
Last name	
Email	
Phone	
PayPal email address	

Please confirm your acceptance by signing this document. By submitting this form, you are deemed to agree to our Contractor Terms of Service located at <https://www.ai-media.tv/contractor-terms-service/>, and to our Privacy Policy located at <https://www.ai-media.tv/privacy-policy>. You should read our Contractor Terms of Service and Privacy Policy, and if you do not agree with any part, please contact us.

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Signature

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Print Name

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Date