



SHOUT Terms of Use

ChyronHego SHOUT™ TERMS OF USE

Last revised on December 3, 2013.

These Terms of Use, as amended from time to time, apply to each user of SHOUT™ for Facebook, ChyronHego Corporation's social media editor application (the "SHOUT Application") owned and operated by ChyronHego Corporation (the "Company" or "we", "us", "our").

The Company offers the SHOUT Application, including all information, tools and services available from the SHOUT Application, to you, the user, conditioned upon your acceptance of all the terms, conditions, policies and notices stated here. Your use of the SHOUT Application constitutes your agreement to these Terms of Use and is subject to these Terms of Use and all applicable laws, rules and regulations.

The Company reserves the right to modify, add or delete portions of these Terms of Use. You are responsible for reviewing these Terms of Use often enough to stay abreast of any changes. We will post a notice of any material changes to these Terms of Use on the SHOUT Application, by sending you a message through Facebook, or otherwise. Your use of the SHOUT Application following any change or amendment to these Terms of Use constitutes your acceptance of such change or update. If you do not agree to abide by these or any future Terms of Use, you are not authorized to use or access (or continue to use or access) the SHOUT Application.

Use of the SHOUT Application

You may access and use the SHOUT Application solely in accordance with these Terms of Use. Use of the SHOUT Application to process and upload Facebook page fan comments for broadcast requires a valid end user license to the SHOUT software and other ChyronHego products and is also subject to [ChyronHego's End User Software License Agreement](#). Any other access or use of the SHOUT Application or the content on the SHOUT Application (including, without limitation, text, data, reports, design elements, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof) (the "Service Content"), including but not limited to the modification, distribution, transmission, performance, display, broadcast, publication, uploading, licensing, reverse engineering, transfer, sale or resale of, or the creation of derivative works from, any material, information, software, products or services obtained from the SHOUT Application, or use of



the SHOUT Application for purposes competitive to the Company, is expressly prohibited.

Notwithstanding the above, you may access and print a reasonable number of copies of reports included in the Service Content to which you have properly gained access solely for internal use by you or your organization (including by employees or contractors working on behalf of your organization).

You may not use any hardware or software intended to damage or interfere with the proper working of the SHOUT Application or to surreptitiously intercept any system, data or personal information from the SHOUT Application. You agree not to interrupt or attempt to interrupt the operation of the SHOUT Application in any way.

You are responsible for protecting the confidentiality of the password associated with your Facebook account and for restricting access to your computer while logged into the SHOUT Application. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your Facebook account with the SHOUT Application.

You or third parties acting on your behalf are not allowed to frame the SHOUT Application or use our proprietary marks as meta tags, without our written consent. You may not use frames or utilize framing techniques or technology to enclose any Service Content without the Company's express written consent. Further, you may not utilize any Service Content in any meta tags or any other "hidden text" techniques or technologies without the Company's express written consent.

The Company reserves the right, in its sole discretion, to limit or terminate your access to or use of the SHOUT Application at any time without reason, notice to you or any liability on our part. Neither these Terms of Use nor termination of your access or use of the SHOUT Application will waive or adversely affect any other right or relief to which the Company may be entitled at law or in equity.

User Content

You acknowledge that you are responsible for any material your end users ("Your Fans") may post or submit to your Facebook page and processed by the SHOUT Application (collectively, "User Content"). Your responsibilities include the legality, reliability, appropriateness, originality and copyright of any User Content. You may not upload to, distribute, grant access to or otherwise publish through the SHOUT Application any User Content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or



otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law;

(iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of “spam”; or (iv) is otherwise in violation of Facebook’s rules or policies, as they may be updated from time to time.

You will indemnify the Company and its affiliates for all claims resulting from User Content. In addition, at all times in your use of the SHOUT Application, you will comply with Facebook’s Statement of Rights and Responsibilities, Privacy Policy, and other Facebook rules and policies. User Content can be used by Facebook according to such policies.

Additional User Obligations

In connection with your use of the SHOUT Application, you represent and warrant that you will not, and will not allow any third party to:

- Violate any proprietary rights of any person or entity;
- Remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained within the SHOUT Application or Service Content;
- Modify, adapt, disassemble, decompile, translate, reverse engineer or otherwise attempt to discover the source code or structure, sequence and organization of the SHOUT Application, the Service Content or any content contained therein;
- Use the SHOUT Application in any manner that could damage, disable, overburden, or impair the SHOUT Application, the Company, Facebook, or any other person or entity;
- Attempt to circumvent the technical and organizational safeguards either we or Facebook have implemented to prevent you from (i) collecting any personally identifiable information (including usernames and/or email addresses) about other users of the SHOUT Application; (ii) creating or transmitting unwanted electronic communications to other users of the SHOUT Application; or (iii) otherwise interfering with such users’ enjoyment of the SHOUT Application.
- Use the SHOUT Application to further or promote any illegal activity or enterprise, including fraud, trafficking in obscene material, pornography, drug dealing, gambling, harassment, stalking, spamming, or distributing viruses or other harmful files; or
- Use the SHOUT Application in violation of these Terms of Use, Facebook’s rules and policies or any applicable laws or regulations.



You may not take any action to interfere with the SHOUT Application or any other user's use of the SHOUT Application. You agree not to bypass any measures we may use to prevent or restrict access to the SHOUT Application or related data.

Reservation of Intellectual Property rights

You do not acquire any right, title or interest in the SHOUT Application by virtue of accessing the SHOUT Application or making use of the permitted uses allowed under these Terms of Use. The Company, or its licensors or content providers, retain full and complete title to the SHOUT Application t, including all associated intellectual property rights. The Company neither warrants nor represents that your use of the SHOUT Application will not infringe rights of third parties.

Trademarks and Copyrights

Trademarks, logos and service marks displayed on the SHOUT Application are registered and unregistered trademarks of the Company, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on the SHOUT Application shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the SHOUT Application without the owner's prior written permission, except as otherwise described herein. The Company reserves all rights not expressly granted in and to the SHOUT Application.

DISCLAIMERS

YOUR USE OF THE SHOUT APPLICATION IS AT YOUR SOLE RISK. THE SHOUT APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SHOUT APPLICATION OR ANY FEATURE OR PART THEREOF AT ANY TIME. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT THE SHOUT APPLICATION OR THE SERVICE CONTENT IS NONINFRINGEMENT, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE SHOUT APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SHOUT APPLICATION WILL BE SECURE; THAT THE SHOUT APPLICATION OR THE SERVER THAT MAKES THE SHOUT APPLICATION AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SHOUT APPLICATION WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIALS FROM THE SHOUT APPLICATION, YOU DO



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LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SHOUT APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SHOUT APPLICATION MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SHOUT APPLICATION, OR ANY OTHER SITE YOU ACCESS THROUGH A LINK FROM THE SHOUT APPLICATION OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US, OR THE DELAY OR INABILITY TO USE THE SHOUT APPLICATION, OR FOR ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SHOUT APPLICATION, THE COMPANY'S REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON THE SHOUT APPLICATION, OR OTHERWISE ARISING OUT OF THE USE OF THE SHOUT APPLICATION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY, ITS AFFILIATES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR



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OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER THE COMPANY NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SHOUT APPLICATION. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH THE COMPANY IS TO DISCONTINUE YOUR USE OF THE SHOUT APPLICATION. YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SHOUT APPLICATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, IF WE ARE FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SHOUT APPLICATION OR ANY CONTENT CONTAINED THEREIN, OUR LIABILITY SHALL IN NO EVENT EXCEED: (A) IF YOU HAVE BEEN CHARGED FOR YOUR USE OF ANY FEATURE OF THE SHOUT APPLICATION, THE FEES WE EARNED AND RECEIVED FROM YOU FOR YOUR USE OF THE SHOUT APPLICATION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE INITIAL CLAIM GIVING RISE TO LIABILITY HEREUNDER OR (B) IF YOU HAVE USED THE SHOUT APPLICATION WITHOUT CHARGE, U.S. \$5.00.

Indemnification

You agree to indemnify, defend and hold harmless the Company and its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the SHOUT Application and any violation of these Terms of Use, including, without limitation, (i) your violation of any third party right, including without limitation any copyright, intellectual



property, or privacy right, (ii) any claims that your use of the SHOUT Application caused damage to a third party, (iii) violations of any and all applicable laws, rules or regulations from any jurisdiction, (iv) your violation of Facebook's Statement of Rights and Responsibilities, Privacy Policy, or other rules or regulations, and (v) your encouragement, assistance or enablement of any third party's violation of any of the provisions, laws, rules, regulations, rights or agreements described above. If you cause a technical disruption of the SHOUT

Application or the systems transmitting the SHOUT Application to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. The Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the Company in the defense of such matter.

Jurisdiction and Applicable Law

Your use of the SHOUT Application, these Terms of Use, and any other agreement we enter with you in connection with your use of the SHOUT Application will be governed by the laws of the State of New York, excluding New York's conflicts of laws principles. For any action arising out of or relating to these Terms of Use, you submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York, unless no federal jurisdiction exists, in which case the action will be brought only in the state courts located in New York, New York; provided, however, that we may institute proceedings against you in any other court in order to enforce our rights through specific performance, injunction or other equitable relief.

We recognize that it is possible for you to obtain access to the SHOUT Application from any jurisdiction in the world, but we have no practical ability to prevent such access. The SHOUT Application has been designed to comply with the laws of the State of New York and of the United States. If any material on the SHOUT Application, or your use of the SHOUT Application, is contrary to the laws of the place where you are when you access it, the SHOUT Application is not intended for you, and we ask you not to use the SHOUT Application. You are responsible for informing yourself of the laws of your jurisdiction and complying with them. By using this site and submitting any personal information, visitors from outside of the United States acknowledge that this site is subject to U.S. law, consent to the transfer of personal data to the U.S., and waive any claims that may arise under their own national laws. Additionally, you agree to comply with all local rules regarding online conduct and acceptable User Content. Specifically, you agree to comply with all applicable laws regarding the



transmission of technical data exported from the United States or the country in which you reside.

Changes to the SHOUT Application

The Company reserves the right to terminate or modify the SHOUT Application or to change any Service Content with or without prior notice for any reason. You agree that the Company will not be liable for any discontinuation of or changes to the SHOUT Application.

Entire Agreement and Admissibility

These Terms of Use, any other written agreements in effect between you and us specifically referencing these Terms of Use and any policies or operating rules posted on the SHOUT Application, including the SHOUT Application's Privacy Policy, constitute the entire agreement and understanding between you and the Company with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the SHOUT Application to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability

If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place.

How to Contact Us

If you have any questions or comments about these Terms of Use or the SHOUT Application, please contact us at: support@chyronhego.com