

# SDP Multimedia Group

## "TeamSpeak3" Terms and Conditions

### **I. Principle Agreement and First Party**

The following represents a **LEGAL AND BINDING CONTRACT** conditional to the use or application or use of voice over IP (Internet Protocol) services. Consent to this agreement in full is conditional and expressed by any use of the service provided by SDP Multimedia Group or other tradename group of Shadowdancers L.L.C., hereafter known as "the firm", "the company", "we". "SDP" or "LLC" without other designation.

### **II. Other Parties**

The user or consumer who purchases, makes use, or operate or engages in activities using the servers hosted and provide by the firm, shall be known for the purpose of this agreement as "the user" or "client", and liability for such activities assumed solely by the billing party for whom such services were provisioned by the firm. The provider service department "SDP Multimedia Group" and by proxy its parent company "Shadowdancers L.L.C" of Oklahoma, shall be known as "the company", "the firm" or "we" for the duration of this agreement. For the purpose of this agreement, the billing party who made the order and makes regular payments on the account shall be known as the "client", "Customer" or "you" within this agreement.

### **III. Service Agreement**

The firm provides a server using licensed software for exclusive use by the billing party, and any persons designated by the billing party who shall constitute the users, for voice and data transmission. No portion of this service shall encompass sale or license of the product to other parties not covered by this agreement and terms, limitations, and jurisdiction. No grant of perpetual license or ownership, control, or possession of data is inferred or implied by this provision of use or access to the user or any 3rd party. No effort to reverse engineer or decompile, decipher, or otherwise compromise or duplicate unlawfully the technology is permitted in this use. Servers set-up by Shadowdancers L.L.C. are for use by the billing party and their administration is the responsibility of the Billing party, as well as any activity which might be subject to action by law enforcement or civil liability for use, misuse, or other roles related civil wrongdoing or criminal wrongdoing.

### **IV. Host Provider Policy on Content Limitations**

Because of our location in the State of Oklahoma and related policies of Shadowdancers L.L.C. - the firm prohibits use of the file storage, transfer, chat, voice, or other related services from being applied to adult content of a sexual or criminal nature.

Violations classified as adult content above include promotion or use or referral to webcam services, chat for dating which may violate regional money-for-sexual-favors or solicitation regulations, pornography storage, distribution, or paid access, sharing of illegal software or tools for bypassing security and copyright protection, distribution of illegal (unlicensed) copies of content, or other offensive or criminal activity. This includes use to coordinate such activities in other jurisdictions or key management and distribution for the same.

Periodic inspection of files to ensure the content is not in violation of Federal Treaty or other limitations of material will be made by administrative personnel at the firm, just as inspection of storage lockers or other private storage is required by State and Federal regulations. No information will be shared where illegal content is not found, nor records of any content or copies or details stored on our servers without obligation to law enforcement proceedings and mandatory reporting required in the State of Oklahoma.

### **V. Formal Policy on Content Discovery**

The customer will be notified if content is discovered, and such content and logs of persons who did upload or transmit that content secured to ensure investigation if necessary. The customer will be given an opportunity in contact to state any knowledge or denial of the activity, and steps may be taken by the host provider to immediately remove from availability the content if it is deemed solely by the firm to be unlawful or criminal or illegal in nature – as is their obligation under law. Content deleted in this way may not be available for return to the customer via our normal backup or restoration service, if such action would be deemed a violation of our Content Limitations.

## **VI. Policy on Free Speech**

The firm has a history of promoting free expression and defense of free and lawful speech on the Internet since 1990. As such, the prior clauses are mainly designed to ensure our service is both blameless and not liable – as well as to inform our customers of the law and standards of the State of Oklahoma as enforced by the firm. Hate speech, harassment, racial or sexual defamation or terms in public or private view, including images or representations of any kind, will be conditions for immediate suspension or termination without refund. The firm shall be the sole party to determine the qualification of any material as harassment or similar acts.

## **VII. Bandwidth Usage**

The service will be monitored for bandwidth usage, and limited to an amount determined to be reasonable by the firm. Activity above this level will receive a warning and investigation made to determine service capacity for the customer. Service may be terminated if the client exceeds this soft-limit and does not respond to inquiries to manage their usage. This limitation is designed to discourage abuse or sharing of very large files via Teamspeak which may be better served with alternative plans in a more cost-effective strategy. Storage over 1 Gigabyte will be inspected.

## **VIII. Technical Support**

Shadowdancers L.L.C. does offer technical assistance on an as-available basis, based on best effort and limited knowledge consistent with telecommunications reporting using remote chat, message, email, and voice services. Because our engineers do not perform hands-on support on site, Shadowdancers L.L.C. assumes no liability for these services as they are beyond our control and performed by the end user. However, for TeamSpeak services, our agents will actively assist with server configuration, setup, changes, backups, restoration, and migration within the limits of our servers and any data which may assist the customer for use on our service hosts.

Shadowdancers L.L.C. Is not responsible for support or relations management with any 3rd party regarding this data, delivery of backups to any 3rd party, compatibility, or migration to 3rd party service providers or other parties.

## **IX. Privacy**

Shadowdancers L.L.C. respects your privacy. We will not under any circumstances sell or release your information to anyone except as outlined in our privacy policy. All of the information obtained from our Web site will be used for internal business purposes only. The only e-mails you will receive from Shadowdancers L.L.C. are updates to any recent orders and/or returns, termination, dispute related statements, notices regarding your account, or legal correspondence regarding an account in dispute or funds in dispute.

## **IX. Product Revisions**

Shadowdancers L.L.C. is not responsible for changes or variations in product specifications and/or physical appearance. In the interest of our customers, Shadowdancers L.L.C. puts forth its best efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinants which, although infrequent, could cause the information on our Web site to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations and other variations that may be considered inconsequential by the manufacturer. Shadowdancers L.L.C. relies on the manufacturer to communicate these differences. Presently we have no way of alerting customers prior to purchase in the event the manufacturer fails to do so. Consequently, Shadowdancers L.L.C. will not be held responsible for product revision changes or impact related those changes including reliability of service resultant from software.

## **X. Purchase Agreement**

By accepting delivery of any product delivered from Shadowdancers L.L.C. ("Shadowdancers L.L.C."), you ("Customer") agree to be bound by the terms and conditions listed below. You and Shadowdancers L.L.C. agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and Shadowdancers L.L.C.. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from Shadowdancers L.L.C. .

**XII. Satisfaction Guarantee / Refunds / Returns**

Shadowdancers L.L.C. Provides a telecommunications service whose costs are incurred upon provisioning and activation for all periods in which service is provided. As a result, no refund or monetary pro rated fee will be applied to any service or return of electronic device or product. Devices are vulnerable to damage upon opening, handling, contact with the environment, and are not subject to return to the seller. Any loss or failure to perform may be addressed under the manufacturer warranty or terms of services with the manufacturer of the product, and will not be handled by or involve Shadowdancers L.L.C. Or its affiliates or branded service groups. Any returned product will be regarded as unsolicited mail and may be refused or retained without refund or compensation, as such return or cancellation for credit or refund are not in compliance with our policy and terms of sale. Credit or other exchange may be offered at the sole discretion of the firm, and is not guaranteed or implied. All sales are final, with no trial or other conditions not explicit in direct offer.

**XIII. Warranties; All Product Sold "AS-IS" or "With All Faults"**

Shadowdancers L.L.C. IS A DISTRIBUTOR ONLY. PRODUCTS SOLD BY Shadowdancers L.L.C. ARE NOT MANUFACTURED BY Shadowdancers L.L.C.. THE PRODUCTS MAY, HOWEVER, BE COVERED BY EACH MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY (IF PRESENT). Shadowdancers L.L.C. ASSIGNS AND PASSES THROUGH TO THE CUSTOMER ANY WARRANTY OF THE MANUFACTURER, AND CUSTOMER ACKNOWLEDGES THAT IT SHALL HAVE RECOURSE ONLY UNDER SUCH WARRANTIES AND ONLY AS AGAINST THE MANUFACTURER OF THE PRODUCTS. Shadowdancers L.L.C. MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT. Shadowdancers L.L.C. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

**ALL ITEMS SOLD THROUGH Shadowdancers L.L.C. ARE SOLD "AS-IS" OR "WITH ALL FAULTS." THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THESE ITEMS IS WITH THE BUYER. SHOULD ANY OF THESE ITEMS PROVE DEFECTIVE, DO NOT FUNCTION, OR FUNCTION IMPROPERLY IN ANY WAY FOLLOWING THEIR PURCHASE, THE BUYER, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR Shadowdancers L.L.C. , ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.**

**XIV. Service Level Agreement (SLA)**

The technology upon which the Teamspeak system is hosted is highly scalable and very powerful hardware operating in a multi-user environment. This software may require reboots, restarts, and maintenance from time to time. Due to the nature of the environment, while Shadowdancers L.L.C. Will attempt to notify the user of any planned or scheduled activity resulting in interruption of service – not all such notices will be available to our customers in emergency maintenance or updates required to restore service or quality of service to other customers. The firm therefore makes no guarantee of percentage of service availability.

Shadowdancers L.L.C. Is not responsible for issues occurring in other companies or facilities or equipment outside our own which may cause incapacity to connect, including abuse or misuse by any user of a regional service provider, blocking against abuse by our network to prevent outside interference with other customers, or delay in DNS or other name server resolution features not manufactured directly and owned exclusively by Shadowdancers L.L.C. to include but not limited to the public Internet.

Shadowdancers L.L.C. Is expressly not liable for loss of service by acts of God, weather conditions, natural or man-made disasters, interference in normal use of the services or terms of use, or any failure of equipment or changes in software or licensing or other conditions which are beyond the control of the firm or imposed upon the firm by a third party.

## **XV. Limitation of Liability - TeamSpeak**

The firm shall remain blameless and specifically denies in contract and by agreement of the user – denoted by purchase and use thereof – any damages express or implied or coincidental or combination thereof for the TeamSpeak technology or network quality or availability. Any refund or damage shall be limited explicitly to the total fee for the current month of service in which the complaint is filed. No guarantee of service availability or uptime, SLA (Service Level Agreement), or fixed bandwidth or performance is made by this contract. At the present time, TeamSpeak 3 is undergoing testing and is in beta format – which the customer acknowledges may imply some risk due to ongoing security trials as well as changes and product maturity beyond the control or scope of service offered by Shadowdancers L.L.C.

## **XVI. Limitation of Liability – General Service**

IN ALL CIRCUMSTANCES Shadowdancers L.L.C. 'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. Shadowdancers L.L.C. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. Shadowdancers L.L.C. SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT Shadowdancers L.L.C. HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

## **XVII. Recordings**

Shadowdancers L.L.C. does not consent to having any telephone calls recorded and reserves the right to terminate any call that is being recorded. Customer agrees not to record any call with Shadowdancers L.L.C. unless Customer has provided clear and conspicuous notice to Shadowdancers L.L.C. and has received prior written consent from Shadowdancers L.L.C..XXI.

## **XVIII. Governing Law and Jurisdiction**

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Shadowdancers L.L.C. and Customer shall be governed by the "IC\_Terms.pdf" regulations or present Imperial Coalition UCC agreement, or at the discretion of the firm and where necessary by determination of the firm for enforcement by the statutory and common laws of the State of Oklahoma, without regard to its conflicts of law rules.

Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Shadowdancers L.L.C. and Customer consent to the exclusive jurisdiction and the exclusive venue of the State Courts of the State of Oklahoma, Pontotoc County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Shadowdancers L.L.C. that is more than one year after the date of the applicable invoice.

## **IXX. Severability**

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Oklahoma law.

## **XX. Waiver**

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

## **XXI. Entire Agreement**

These terms and conditions, together with Shadowdancers L.L.C.'s invoice regarding the products ordered by Customer, are the complete and exclusive agreement between Shadowdancers L.L.C. and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Shadowdancers L.L.C. and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage. This agreement does not void or interfere with other license agreements or terms of use or conditions or contract still effective and enforced by TeamSpeak GmbH or other software or EULA related to use or installation or transfer of 3<sup>rd</sup> party products or media or data.

## **XXII. Modification**

These terms and conditions set forth herein may be modified or revised, amended, clarified, or expanded exclusively by Shadowdancers L.L.C. at any time in the future. Changes or modifications will be posted prominently on the website of the firm for public review, and become effective immediately upon such publication to the server regardless of client use or access or availability claims.

A copy of the current terms will be provided upon request in electronic format by email transmission. All clients are bound to the latest version of the terms unless they opt-out within 30 days of the change in terms ending service at the end of term without refund. Clients who opt out will not be subject to the new terms and end service under prior terms and conditions. A revision number of the terms is included at bottom.

Clients and Customers agree to check the website of the firm, at [www.sdpmultimedialogroup.com](http://www.sdpmultimedialogroup.com), frequently and regularly, and to be responsible solely for review of such documents and claims thereupon which are found in revision to this agreement or in modification or clarification of any kind posted in the specified terms and notices upon the site, and bound by such terms if not electing to opt-out within 30 days of such publication, notice, or revision publication.

## **XXIII. Privacy Policy**

No information including specifically client or user or other person in communication or transmitting data or packets or other contact form to the server shall at any time be held to be private or confidential, and shall be observed and analyzed and used by the firm and its partners for any purpose or need the firm deems substantially useful. No presumption of privacy is offered or expected or put forth in the use of TeamSpeak 3 or other applications which cross the data network of the firm, and may be disclosed in course of any dispute or threats against the commercial rights and conditions of the firm where necessary to establish the effectiveness of public notice or investigation or call for further information to enforce the rights of the firm and policies, protections, and resolution of any such abuse or interference or misuse or harassment by any person in the public whether a client or in contract with the firm or not.

## **XXIV. Binding Arbitration and Fraud Policy**

Your information will be posted prominently if you renege on a bill in "bad faith" or make false claims to conceal your failure to honor your payment or terms of contract as solely determined by the firm or its agent(s). This is the law in Oklahoma for bounced checks and false claims to evade paying for services due on provisioning. Non-use does not release the buyer from the obligation of payment, nor is it the obligation of the vendor to send more than one email on activation of the service or provide relief in DoS abuse.

Office hours are clearly posted and if you do not contact us during publicly advertised times and specified days the firm is open. The firm cannot hold our staff liable for your failure to contact us due to your lack of action following your order. The firm cannot verify receipt of your email notice, and you are solely liable to make notice of any issue in incapacity to access your service until resolved or refused contact by the firm.

Legal notice of service constituting delivery of product is served on email transmission from our office to the address provided at purchase activation. No further notice will be provided, and use or access issues must be reported to a live agent during regular business hours to be entered as a service ticket for resolution. Failure to provide such notice by the customer does not void the sale or provide for any refund or pro-rated return.

The firm cannot guarantee your receipt of login or setup email information due to customer email issues or spam protection systems or other network issues. You agree to these terms upon submission of your order.

Anyone engaging in false claims deemed "fraud" by the firm on formal investigation will be subject to immediate loss of service and possible fine (\$5000 USD per instance) payable to Shadowdancers L.L.C. as a contracted debt fully earned for service rendered **in agreement to enter into binding arbitration appointed by the firm in all cases of dispute.**

**XXV. MANAGED SERVER POLICY**

Our servers are **Managed Servers**, meaning that the setup process is reviewed to ensure compliance.

**XXVI. CLIENT RESPONSIBILITIES**

Server permissions and channel configuration are the sole responsibility of the client, and engineers may re-install or reset, but are not responsible to restore damaged or "stuck" or other privileges or channels. All content of users are the sole liability of the client. Interfering with a company officer or disputing the terms of service before end users will result in immediate server termination without refund for breach by the client.

**XXVII. SDP MANAGED SERVER POLICY**

SDP MANAGED SERVER POLICY and other extreme measures are the result of abuse of our service by pedophiles and will be enforced with prejudice, as minor children may be exposed to content deemed obscene, offensive, or unsuitable by the firm through mis-classifications or dispute by clients regarding what is appropriate content and representation of obligations and limitations of use or fitness of purpose to minors lured to servers. Use of the Internet is for mature audiences (age of majority, 18 years of chronological age in the State of Oklahoma) only. This includes TeamSpeak 3 servers, interactive games, and such products offering encryption or privacy against intrusion by a 3<sup>rd</sup> party do not afford a "safe space" to place minor children nor claim to do so or warrant as a fit purpose the use of our network as such. Specifically, use to evade contract by minor children is both unlawful and not permitted or tolerated, and the client remains liable for all exposure solely, and holds no right to moderate or interpret contrary the firm or its officers the conditions of use or notices or degree of right or application of law to others which may thwart, undermine, or discourage the intended application of notice or service.

TeamSpeak 3 services are an interactive environment and online interactions are deemed "Mature Audiences" content. The firm is not responsible for online interactions, nor warranties any use by minors or persons unable to contract or suffering mental illness. Claims contrary to this are fraud and false legal practice under U.S. Law.

Use constitutes consent to all terms and conditions posted here on this website, and any person not of age or faculties permitted to do so signifies consent by their parent, guardian, or estate in common law enforceable under Oklahoma Statutory Law.

**XVIII. NOTIFICATIONS**

The firm or its designated agent(s) may from time to time as they deem necessary make notifications in the channel service window, in personal appearance, in voice and text and public detail or banner or pop-up(s) to clients of the service. Efforts to block or misrepresent or alter the content of these notifications shall constitute breach of contract and be subject to termination of service without refund.

**IXXX. TERMINATION**

At any time the firm may determine it is necessary and justified to terminate service immediately to any or all clients of a server. Termination of service or access is required to maintain security and arrest misuse or abuse or harassment or other forms of disruptive behavior solely determined by the firm. Data may be deleted or retained upon server shutdown as is deemed necessary solely by the firm. Termination may be temporary, commonly called a "suspension", or permanent, and no liability of any kind is held over the firm for this exercise of its right to operate or manage the licensing of the property to ensure compliance with these or any other 3<sup>rd</sup> party EULA. Refunds are not available for breach of contract by the client, and are not guaranteed in any way upon administrative termination or file or content removal. Claims to the contrary are civil and criminal fraud, and will be addressed under privacy and fraud terms of this agreement prior stated.

**XXX. Decommission Due to Inactivity**

Whereby any server is not shown to have registered users log in for more than 60 consecutive days or three calendar months, it will be suspended for inactivity and termination of service by removal of all user registration and channels, rooms, files, and other data performed after 90 days or five months. This is necessary to ensure servers abandoned by customers do not impact other users. Deletion of servers at 90 days shall constitute a cancellation of service without refund by the end-user. Annual terms are subject to this no-refund condition, but may request at any time to be reactivated during their paid term without additional fee. Monthly customers who maintain billing may be reactivated from suspend or deletion at the current rate only. Deletion will constitute termination of service for administrative cause, and will not constitute a customer request to cancel service or stop billing. Customers experiencing inability to access their server should contact the firm by telephone for support to restore service or access, or other cause in termination be reviewed and billing changes made if necessary. Audits are performed to ensure billing is limited and may be suspended by the firm on determination of a loss of service without customer contact to restore or troubleshoot.