

WEB SITE TERMS & CONDITIONS

Terms and Conditions for access and usage of the Sea Change Enterprises, Inc. ("Sea Change") website.

ACCEPTANCE OF TERMS & CONDITIONS

Welcome to the Sea Change Enterprises, Inc. website. This website is an online communication and information service provided by Sea Change. Sea Change provides this service to you, subject to the following Terms & Conditions, which may be updated from time to time. All such updates will be posted on this website.

GENERAL TERMS AND CONDITIONS

By accessing, browsing or using this website, all users and viewers acknowledge acceptance of the Terms and Conditions contained herein. If you do not accept these Terms and Conditions, please do not use, view or access this website. **While Sea Change does not have any actual knowledge of its users' age, this website and its information is not directed towards minors.**

PRIVACY POLICY

Sea Change holds the confidentiality of its customers and website visitors in the highest regard. Information provided via this website is not sold or leased to others parties, and is not forwarded to third parties except as provided within the terms of our Website Privacy Policy.

ELECTRONIC COMMUNICATIONS

When you visit our website, place orders through our website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

CONTENT LINKED TO SEACHANGEENTERPRISES.COM

Sea Change may provide visitors to this website with access to outside on-line resources, including various communication tools, online forums, and services offered through links. Sea Change encourages you to exercise discretion while using or accessing these links.

MODIFICATION AND TERMINATION OF SERVICES

Sea Change reserves the right at any time and from time to time to modify, suspend or discontinue any of the information or services provided on this website, including the right to terminate the website in its entirety, without notice. You agree that Sea Change shall not be liable to you or to any third party for any modifications, suspension, discontinuation, or termination of any information or service on this website.

PROPRIETARY RIGHTS

You acknowledge and agree that the information, service and any necessary software used in connection with the website contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any and all content contained or provided through the website is or maybe protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as otherwise authorized by Sea Change, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the services and information provided on this website.

DISCLAIMER OF WARRANTIES

A. USE OF THE WEBSITE, AND THE SERVICES, ARE AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.

B. SEA CHANGE DOES NOT WARRANT THAT: (1) THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (2) DEFECTS OR ERRORS IN THE WEBSITE, OR SERVICES WILL BE CORRECTED; (3) THE WEBSITE, OR THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) ANY INFORMATION CONTAINED IN THE WEBSITE, OR THE SERVICES WILL BE ACCURATE OR RELIABLE. THIS WEBSITE IS PROVIDED "AS IS" AND YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

C. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SEA CHANGE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS ON LIABILITY

A. NOTWITHSTANDING ANY TERM IN THIS AGREEMENT, OTHER OPERATING TERM SET FORTH BY SEA CHANGE OR ANY ACT OR FAILURE TO ACT BY SEA CHANGE, YOU ARE EXCLUSIVELY LIABLE FOR THE CONTENT OF EVERY MESSAGE AND SCREEN NAME YOU TRANSMIT VIA THE WEBSITE.

B. IN NO EVENT SHALL SEA CHANGE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE WEBSITE, OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SEA CHANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF SEA CHANGE IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF SEA CHANGE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS WEBSITE, OR THE SERVICES IS \$50.

C. IN NO EVENT SHALL SEA CHANGE BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE WEBSITE, INCLUDING THE AVAILABILITY OF ANY SITE FEATURE.

CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. SHOULD THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You hereby agree to indemnify and hold Sea Change, Inc., its shareholders, directors, officers, employees, agents and representatives harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of the website, or the services; or (B) any alleged breach of this Agreement by you.

PURCHASE ORDERS

The submittal of an order form on this website shall be deemed to be an offer to purchase, which is subject to Sea Change's approval and/or the availability of the item(s) requested. Upon submittal of the offer to purchase, Sea Change shall forward an e-mail acknowledging receipt of the order form. The offer shall not be deemed accepted until we send you an e-mail notifying you that the item(s) has(have) been shipped.

SHIPPING

For any product(s) ordered on our website, any estimated shipping timeframes are reasonably based upon Sea Change's general experience in shipping such product(s) and the information provided to us by our third party delivery providers. In any event, Sea Change reasonably believes that all products can be shipped within thirty (30) days. Should we not be able to ship within the time stated, if any, or within thirty (30) days, we shall notify you of the delay, provide a revised shipment date and explain your right to cancel and get a full and prompt refund. For delays up to thirty (30) days, we shall treat your silence to the provided notice as an agreement to the delayed shipment. However, for longer or indefinite delays, should you not provide a verbal or written consent to the delay, we shall treat your order as cancelled and provide a full and prompt refund. Sea Change reserves the right to cancel any orders that cannot be filled in a timely manner, and will provide notice of the cancellation and a full refund of amounts paid.

RISK OF LOSS

All items purchased from our website are made pursuant to a shipment contract, meaning that the risk of loss and title for such items pass to you upon our delivery to the carrier.

CHOICE OF LAW; JURISDICTION; ATTORNEYS' FEES

This Agreement will be governed by the laws of the Commonwealth of Massachusetts applicable to contracts entered into and performed exclusively in that state. Any court of competent jurisdiction sitting within Essex County, Massachusetts will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient. Sea Change will be entitled to recover its court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of this Agreement.

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. Sea Change in its sole discretion may amend this Agreement, and your use of the website after such amendment is posted on the website will constitute acceptance of it by you. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import.

ACCEPTANCE OF TERMS OF USE

By using the Website, you signify your agreement to the terms of this Agreement. If you do not agree to the terms in this Agreement, you must not use the Website. Sea Change may change the terms of this Agreement at any time, and your use of the Website after such changes are posted will mean that you accept them.

If you have any questions or concerns, please contact us by e-mail at info@seachangeenterprises.com or to the following mailing address:

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LAST UPDATED AND EFFECTIVE DATE: December 28, 2005