

## Terms and Conditions

### 1. Introduction

Welcome to **Digital Media Institute** (“**Company**”, “**we**”, “**our**”, “**us**”). These Terms and Conditions (“**Terms**”) govern your access to and use of our website located at [store.dmi.edu](https://store.dmi.edu) (the “**Site**”) and the purchase and use of our software tools and plugins (collectively, the “**Products**”). By accessing the Site or purchasing our Products, you agree to be bound by these Terms.

### 2. Eligibility

By using the Site and purchasing our Products, you represent that you are at least the age of majority in your jurisdiction and have the legal capacity to enter into a binding contract.

### 3. Account Registration

- **3.1** You may be required to create an account to access certain features of the Site or to purchase Products.
- **3.2** You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.
- **3.3** You agree to provide accurate and complete information during the registration process and to update such information as necessary.

### 4. Orders and Payments

- **4.1** All orders are subject to acceptance by us. We reserve the right to refuse or cancel any order for any reason.
- **4.2** Prices for Products are subject to change without notice.
- **4.3** Payments must be made through the payment methods provided on the Site. You agree to pay all charges incurred by you or any users of your account.

### 5. License and Usage Rights

- **5.1** Upon purchase, we grant you a non-exclusive, non-transferable, limited license to use the Products in accordance with these Terms and any accompanying documentation.
- **5.2** The license is for personal or internal business use only and not for resale or distribution.

### 6. Intellectual Property

- **6.1** All content on the Site and in the Products, including but not limited to text, graphics, logos, icons, images, and software, is the property of **Digital Media Institute** or its content suppliers and is protected by intellectual property laws.

- **6.2** You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site or Products without express written permission from us.

## **7. Restrictions**

You agree not to:

- **7.1** Modify, adapt, translate, or create derivative works of the Products.
- **7.2** Reverse engineer, decompile, or disassemble any part of the Products.
- **7.3** Remove or alter any proprietary notices or labels on the Products.

## **8. Updates and Support**

- **8.1** We may provide updates, patches, or new versions of the Products from time to time.
- **8.2** Support services may be available as specified on the Site or in separate documentation.

## **9. Third-Party Services**

- **9.1** The Products may integrate with third-party services. We are not responsible for the content, policies, or practices of third-party providers.
- **9.2** Your use of third-party services is at your own risk and subject to the terms and conditions of those third parties.

## **10. Privacy Policy**

Your use of the Site and Products is also governed by our Privacy Policy, which can be found at **[DMI.edu/privacy-policy](https://dmi.edu/privacy-policy)**.

## **11. Disclaimer of Warranties**

- **11.1** The Products and Site are provided on an "as is" and "as available" basis.
- **11.2** We disclaim all warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.

## **12. Limitation of Liability**

- **12.1** In no event shall **Digital Media Institute** be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Site or Products.
- **12.2** Our total liability to you for any damages shall not exceed the amount you have paid us in the last twelve (12) months.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless **Digital Media Institute**, its parent company **Biomedical Research Foundation**, affiliates, officers, directors, employees, and agents from any

claims, liabilities, damages, losses, and expenses arising out of your use of the Site or Products or violation of these Terms.

#### **14. Termination**

- **14.1** We reserve the right to terminate or suspend your access to the Site and Products at our sole discretion, without notice, for conduct that we believe violates these Terms.
- **14.2** Upon termination, the licenses granted to you will cease immediately.

#### **15. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of **Louisiana**, without regard to its conflict of law provisions.

#### **16. Dispute Resolution**

Any disputes arising out of or related to these Terms shall be resolved through binding arbitration located in **Shreveport, Louisiana**.

#### **17. Changes to Terms**

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting on the Site. Your continued use of the Site or Products constitutes acceptance of the revised Terms.

#### **18. Severability**

If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

#### **19. Entire Agreement**

These Terms constitute the entire agreement between you and **Digital Media Institute** regarding the use of the Site and Products.

#### **20. Contact Information**

For questions or concerns about these Terms, please contact us at:

- **Email:** [info@dmu.edu](mailto:info@dmu.edu)
- **Address:** 2031 Kings Highway, Shreveport, LA 71103
- **Phone:** (318) 213-0788