

TERMS OF USE

1. SCOPE OF AGREEMENT

The following Terms of Use ("Agreement") governs your use of the website located at <https://www.4yourimage.com>. By accessing the Site, you agree to be bound by and comply with the terms and conditions of this Agreement. If, at any time, you choose not to accept the terms and conditions of this Agreement, do not access or use the Site in any manner. Please take a few minutes to read this Agreement carefully.

2. USER SUBMISSIONS

User Content includes but is not limited to, any text, images, photos, audio, video, location data, compilations, messages or other information that is publicly displayed by you. YOUR IMAGE, LLC asks users who submit User Content to affirm that any information in the content is accurate.

By submitting User Content to any part of the Site, you represent and warrant that:

- You are the sole author and owner of any intellectual property protected User Content you submit;
- You are solely responsible for any content you submit, including any feedback or questions;
- All User Content that you post is accurate;
- You are at least 18 years old;
- Your use of the User Content does not violate this Agreement and will not cause injury to any person or entity;

You further agree and warrant that you will not:

- Submit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- Submit any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- Submit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Submit any User Content that is false or misleading;
- Intentionally or unintentionally violate any applicable local, state, provincial, national or international law.

YOUR IMAGE, LLC shall not be subject to any obligations of confidentiality regarding User Content except as expressly agreed by YOUR IMAGE, LLC, or as otherwise required by applicable law. Nothing contained in this Agreement shall be construed as limiting YOUR IMAGE, LLC's rights, responsibilities and obligations under its privacy policy located at <https://www.4yourimage.com>.

4. YOUR IMAGE, LLC INTELLECTUAL PROPERTY

YOUR IMAGE, LLC retains all right, title and interest, including all intellectual property rights, in and to the information and content on the Site, including, without limitation, any text, graphics, logos, buttons, icons, images and audio clips ("YOUR IMAGE, LLC Content"). In addition, this Agreement grants you no right, title, or interest in any intellectual property owned or licensed by YOUR IMAGE, LLC, including, but not limited to, YOUR IMAGE, LLC's service marks, logos, brand names, trade dress and trade names ("Trademarks").

You have no rights in or to such YOUR IMAGE, LLC Content or Trademarks and you will not use any YOUR IMAGE, LLC Content or Trademarks, except as specifically permitted under this Agreement. You may not do or allow anyone else to do anything with the YOUR IMAGE, LLC Content or Trade-

specifically permitted under this Agreement. You may not use or display YOUR IMAGE, LLC's Trademarks in any manner without YOUR IMAGE, LLC's prior written consent. Unless we specifically consent in writing, YOUR IMAGE, LLC's Trademarks may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion, or in any manner that disparages or discredits YOUR IMAGE, LLC.

Unless otherwise specifically set forth on the Site or unless written consent is provided, you may only use and access, download and copy the YOUR IMAGE, LLC Content for your personal, non-commercial use, and you will not alter, erase or otherwise obscure our copyright, trademark, proprietary or other notices on the YOUR IMAGE, LLC Content. You acknowledge and agree that the YOUR IMAGE, LLC Content is made available for informational and educational purposes only, and is provided to assist you in exercising your own judgment.

5. COMPLIANCE

You expressly agree that the Site may only be used for lawful purposes as governed by any applicable international, national/federal, state, provincial or local laws, statutes, and regulations. You may not use the Site in any way that could result in criminal or civil liability. Use of the Site from outside of the United States shall be in compliance with the laws of the jurisdiction from which you access the Site.

6. LINKS TO THIS WEBSITE BY OTHER WEBSITES/PORTALS

Prior permission is required before hyperlinks are directed from any website/portal to this site. Permission, stating the nature of the content on the pages from where the link will originate and the exact language of the hyperlink, should be obtained by sending a written request to:

Your Image, LLC,
PO Box 630111,
Littleton,
CO 80163

or

Email: info@4yourimage.com

7. INDEMNIFICATION

You agree to indemnify and hold harmless YOUR IMAGE, LLC and its respective officers, directors, employees, agents, independent contractors or licensors (collectively the "YOUR IMAGE, LLC Parties") from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by the YOUR IMAGE, LLC Parties in connection with any claim by a third party (including any intellectual property claim) arising out of (i) your use of the Site and any material you access using the Site or by any other means; (ii) a third party's use of such material that you access using the Site and make available to such third party; or (iii) your violation of this Agreement or any applicable law. You further agree that you will cooperate fully in the defense of any such claims. YOUR IMAGE, LLC, reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of the relevant YOUR IMAGE, LLC Parties.

8. LIMITATION OF LIABILITY

Under no circumstances shall YOUR IMAGE, LLC be liable to you or any other party for any direct, indirect, special, consequential or exemplary damages, including but not limited to, damages for

9. TERMINATION

YOUR IMAGE, LLC may immediately suspend access to the Site and remove and discard any Content you submitted to the Site for any reason if YOUR IMAGE, LLC believes you have violated or acted inconsistently with the terms of this Agreement. Termination of your access to the Site may be affected without prior notice. YOUR IMAGE, LLC will not be liable to you or any third-party for termination of your access to the Site.

10. RELATIONSHIP

Your use of the Site does not create, and nothing contained in this Agreement will be deemed to establish, an employment, agency, franchise, joint venture or partnership relationship between you and YOUR IMAGE, LLC. Use of the Site does not provide you with the authority to enter into any agreements for or on behalf of YOUR IMAGE, LLC. Moreover, use of the Site does not grant you the authority, either express or implied, to incur obligations or liability on behalf of YOUR IMAGE, LLC. By using the Site, you agree that no attempts to subject YOUR IMAGE, LLC to any such obligations or liability will be made.

11. WAIVER

Failure by YOUR IMAGE, LLC to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

12. CHOICE OF LAW AND DISPUTE RESOLUTION

This Agreement and all other aspects of your use of the Site shall be governed by and construed in accordance with the laws of Colorado, U.S.A., without regard to its conflict of laws rules. You agree that you will notify YOUR IMAGE, LLC in writing of any claim or dispute concerning or relating to your use of the Site and give YOUR IMAGE, LLC a reasonable period of time to address it before bringing any legal action, either individually or as a class member against YOUR IMAGE, LLC. You agree to submit to the personal jurisdiction of the state and federal courts located in Colorado, U.S.A.

13. OTHER AGREEMENTS

This Agreement shall be subject to any other agreements you have entered into with YOUR IMAGE, LLC. If any such agreements conflict with the terms of the instant Agreement, the other agreements shall control.

14. ADDITIONAL TERMS

Certain sections or pages on the Site may contain separate terms and conditions of use, which are in addition to the terms and conditions of this Agreement. Should there be a conflict, the additional terms and conditions will govern for those sections or pages.

15. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

16. MODIFICATION

YOUR IMAGE, LLC reserves the right to modify this Agreement at any time, with or without notice to you. Thus, you should check the Agreement periodically for changes. You agree that YOUR IMAGE, LLC will not be liable to you or any third party for any modifications to the Agreement.

17. SECTION HEADINGS

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

18. EFFECT

This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assignees. Neither the course of conduct between the parties to this Agreement nor trade practice shall serve to modify any provision of this Agreement. All rights not expressly granted herein are hereby reserved.