

IMAGE SUBMISSION TERMS AND CONDITIONS

By uploading or otherwise submitting any text, data, photos, graphics, or any of these elements in combination (“Content”) to ShopMyGallery.com and hosted online stores (“Recipient”) for Content hosting, display or printing services (“Services”), you explicitly agree to the following terms and conditions:

CONTENT RESTRICTIONS FOR CUSTOM IMAGES

You agree to not upload or submit any Content that constitutes any of the following:

- Content or images, whether appearing individually or in combination with other content or images, that actively advocate or disparage the religious, political, or legal agenda of any person or entity, including but not limited to content or images designed to influence a specific piece of legislation; partisan or political content or images, including but not limited to content or images supporting or opposing election of any candidate(s) to any federal/state/local governmental office or supporting or opposing any referendum conducted by federal/state/local government; or content or images related to human reproduction or sexuality, including but not limited to content or images related to services or counseling with regard to pregnancy, abortion, or other sexual matter;
- Any material for any unlawful purpose or that is obscene, offensive, cruel, blasphemous, pornographic, sexually suggestive, deceptive, profane, threatening, menacing, abusive, harmful, an invasion of privacy, supportive of unlawful action, patently offensive, defamatory, slanderous, libelous, vulgar, violent, discriminatory (for example, based on race, color, religion, gender, sexual orientation, age, national origin, ancestry, or physical/mental ability), negatively pertaining to any particular individual or otherwise objectionable, or that advocates any of the aforementioned impermissible messaging;
- Content or images containing non-incidentals depictions of: firearms, ammunition, or gambling;
- Content or images depicting: illegal activities, illegal substances, paraphernalia designed for use in connection with illegal substances or activities, or convicted criminals or anything related to the sale of alcoholic beverages, tobacco or tobacco-related products; profanity, nudity, or sexually explicit functions or materials; anything related to the sale of products designed for use in connection with sexual activity, or products, services, or entertainment directed to sexual stimulation; Material which might express or imply ideological, economic or other views not generally accepted as in the public interest;
- Any material that you do not have a right to transmit or communicate under any contractual or fiduciary relationship or which infringes or may infringe any copyright, trademark, publicity, privacy, patent or other intellectual property right or any moral right of any living or deceased person or entity;
- Any material which is likely to cause harm to the any computer systems upon which such material will be run or processed, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the any computer system or which may cause any defect, error, malfunction or corruption to any computer system; or
- Any other material that Recipient, in its sole discretion, determines to be inappropriate or offensive.

You agree that you are solely responsible for confirming that any Content which you submit may be legally possessed and used in the state, province or territory where you reside or where you intend to use the Content and that any individuals whose images you have included in the Content have given their permission for such use and that all such Content meets all of the requirements set forth in this Agreement. Your submission of the Content shall constitute your representation and warranty to

Recipient that the Content meets these requirements. You agree that while Recipient shall have the right to review the Content you submit to determine its suitability for use and compliance with this Agreement, nothing contained herein shall require Recipient to perform such review. You agree that at Recipient's request, you will provide evidence of your permission to use any such Content.

You understand and agree that if Recipient, in its sole discretion, determines that any material you submit does not meet these content requirements, Recipient may reject your Content or if already accepted may subsequently reject your Content without explanation. In addition to any other rights Recipient may have, Recipient reserves the right to charge a \$10.00 processing fee to cover its review costs for each image, graphic or photograph that you submit which violates the content restrictions contained herein. If Recipient received your Content, this in no way constitutes Recipient's approval, responsibility for the contents or opinion as to compliance with applicable guidelines, rules and laws. You agree that you remain solely liable with respect to any Content that may be submitted and agree to indemnify and hold Recipient harmless for the Content that you submit.

You hereby represent and warrant that for any Content that you submit that includes an image of a person that you have obtained a written authorization from that person that includes the right to host, display and print such person's image or, if such customer is under the legal age of majority in the applicable jurisdiction, a written authorization consenting to such use from such person's legal guardian. At Recipient's request, you agree to provide a copy of such written authorization to Recipient.

In addition, in the event you violate these Content Restrictions and you publicize such violation, you acknowledge that Recipient will suffer substantial damage to its reputation and goodwill and that you will be liable for any resulting damage, including consequential and indirect damages and that Recipient shall be entitled to injunctive relief without having to post any bond.

INDEMNIFICATION

You agree that you will indemnify and hold Recipient harmless for any and all damages that occur or are threatened as a result of your breach of this Agreement.

DISCLAIMER & LIMITATION OF LIABILITY

EXCEPT AS MAY BE EXPRESSLY STATED HEREIN, RECIPIENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RECIPIENT WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR CONTENT SUBMISSION OR USE OF THE SERVICES HEREUNDER OR THE FAILURE OF THE PRODUCTS TO OPERATE OR PERFORM, INCLUDING LOST PROFITS, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF RECIPIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GENERAL

You represent and warrant that you agree to use the Services hereunder for lawful purposes only and in a manner consistent with local, state and federal laws and regulations. You represent, warrant, and covenant to Recipient that (i) any information provided to Recipient in connection with your use of the Services shall be accurate, (ii) you have and will continue to have the power and authority to enter into and perform your obligations under this Agreement, and (iii) you will not use Recipient's name, image, copyright or any of its intellectual property without our prior express written consent, which may be

withheld, denied or withdrawn, by us at any time for any reason, in our sole discretion. You hereby expressly authorize your consent for Recipient to convey your customer information to any hosting or printing partners as may be required for performance of the requested Services. If Recipient's performance of the terms of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of fire, earthquake, or other casualty or accident, strikes or labor disputes, war, terrorism or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of Recipient, then Recipient shall be excused from such performance during such prevention, restriction or interference. Additionally, Recipient may alter, suspend or discontinue this offering at any time in its sole discretion, without penalty. The offering of the Services hereunder is limited to only those jurisdictions where it may lawfully be made. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of Rhode Island, but without recourse to Rhode Island's conflict of law provisions that would otherwise require the application of the law of any other jurisdiction. The parties hereby agree and consent to the exclusive jurisdiction and venue of the courts situated in Providence County, Rhode Island, in any action arising out of or relating to this Agreement and hereby submit to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. The waiver or failure of Recipient to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. If any portions of this Agreement is invalid under any applicable statute or rule of law to that extent they shall be deemed omitted from Agreement. You represent and warrant that you have the authority to enter into this Agreement and to be bound accordingly. You further agree that this Agreement is the entire agreement between Recipient and you with respect to the Services and supersedes all prior agreements (whether written or oral) and other communications between Recipient and you with respect to the Services. The section headings in this Agreement are provided for convenience only and shall not affect the legal meaning of this Agreement or any section hereof.