

TERMS OF USE AND CONDITIONS AGREEMENT

Creative Softwares, Inc., a Delaware corporation (“Company”) provides an informational website for persons who wish to gain information about Company and its operations (“Services”). This Terms of Use and Conditions Agreement (“Agreement”) describes our policies and practices while you are using www.shotlist.com (the “Site”).

BY AGREEING TO USE OUR SITE, YOU UNDERSTAND AND AGREE THAT THIS AGREEMENT GOVERNS ANY USE OF THE SITE BY YOU.

1. Notice. Company has the right at any time to change or discontinue any aspect or feature of the Site including, without limitation, the contents of the Site and any services offered by the Site. You may visit our Site at any time to read this Agreement and learn of any revisions made to this Agreement. All such changes are binding on you 14 calendar days after they are initially posted on the Site unless you are a new user, in which case they are binding on you immediately.

2. Intended Use.

- a. The Site is intended for your benefit to become familiar with Company and its Services.
- b. You understand that Company does not accept any liability whatsoever for any harm that might result from any statements presented on the Site, including any descriptions of the Services or any third-party services or products posted on or offered through our Site.
- c. You understand that any statements by Company, its employees, agents, affiliates, and members are provided for informational purposes only.

3. Our Services.

- a. ***In General.*** Company, however, makes no predictions, warranties, or guarantees, express or implied, about any of the Services provided by Company, any individual, company, or service provider used by Company to

deliver the Services, or any other products or services featured on the Site, and assumes no liability related thereto.

4. Use of Information and Materials on our Site.

- a. The information contained on our Site is subject to change without notice.
- b. While Company makes every effort to ensure that the information on our Site is accurate, Company makes no representations or warranties as to the accuracy or reliability of any information provided on our Site.
- c. Any unauthorized use of our Site and systems including, but not limited to, unauthorized entry into our system, misuse of passwords, or misuse of any information posted on our Site is strictly prohibited.
- d. Except as expressly granted herein, the viewing, printing, or downloading of any content, graphic, form, or document from the Site, is prohibited. Company grants you only a limited, nonexclusive license for use of such materials solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use.

5. Privacy Policy.

- a. By entering into this Agreement, you also agree to the privacy standards set by Company in its **Privacy Policy**, which is incorporated herein by reference. Company is committed to protecting the privacy of its online users.

6. Enforcement.

a. ***Limitations of Warranties and Remedies.*** TO THE FULL EXTENT ALLOWED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE AND USE OF THE SERVICES PROVIDED BY COMPANY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF COMPANY HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES.

b. ***Indemnification.*** You agree to defend, indemnify, and hold harmless Company and its officers and employees (the “Company Parties”) against any and all third-party claims, suits, costs, losses, liabilities, and expenses of any kind (including reasonable attorneys’ fees) that the Company Parties may incur arising out of or resulting from your use of the Site or any of the Services of Company.

c. ***Choice of Law and Venue.*** THIS AGREEMENT WILL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT APPLICATION OF CHOICE-OF-LAW PROVISIONS THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. BY ENTERING INTO THIS AGREEMENT, ALL PARTIES IRREVOCABLY SUBMIT THEMSELVES TO THE EXCLUSIVE VENUE AND PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS IN DALLAS COUNTY, TEXAS WITH REGARD TO ANY DISPUTE RELATING TO THIS AGREEMENT OR ITS ENFORCEMENT. THE PARTIES ALSO HEREBY WAIVE ANY CHALLENGE TO VENUE AND PERSONAL JURISDICTION THEY MAY HAVE TO A LAWSUIT FILED IN A STATE OR FEDERAL COURT IN DALLAS COUNTY, TEXAS, RELATING TO A DISPUTE BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR ITS ENFORCEMENT.

d. ***Severability.*** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions will not in any way be affected or impaired and a valid,

legal, and enforceable provision of similar intent and economic impact will be substituted therefore.

e. *Additional Provisions Regarding Liability.* You and Company agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for gross negligence, intentional, tortious, or unlawful conduct or damages for strict liability that may not be limited by law.

f. *Notices.* Any notices or communication sent by you to Company pursuant to this Agreement will be in writing and sent to the address specified herein or such other address as Company may specify in writing. All notices must be sent to: info@shotlist.com.

7. Additional Information.

a. *Links.* This Agreement applies solely to our Site and does not apply to any other websites to which we may provide links. We are not responsible for the content, accuracy, or opinions expressed in such linked websites and the inclusion of such links on our Site does not imply our approval or endorsement of such websites. Please be aware that Company is not responsible for and cannot control the terms of use, privacy policies and conditions of these other websites. We encourage you to be aware of when you leave our Site, and to read the terms of use of each and every website.

b. *Trademarks.* Company is the owner or licensee of the marks and logos on the Site. All other marks and logos appearing on the Site are owned by their respective owners. Company is the owner of the Site, including the overall look and feel, page headers, design properties, distinctive color combinations, typography, graphic designs, graphical user interfaces, data displays, button icons, and imagery. All rights are reserved.

c. *Copyrights.* Our Site contains copyrighted material and other proprietary information, including, without limitation, downloadable files, text, charts, reports, data displays, software, graphical user interfaces, icons, photos, video, and graphics. The contents of the Site are protected under the

United States and foreign country copyright laws, as well as international treaties. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit any of the Site's content, in whole or in part. No copying, redistribution, retransmission, publication, or commercial exploitation of downloadable material will be permitted without the express written permission of Company and the copyright owner, if applicable. All rights are reserved.

8. Suggestions and Idea Submissions. Unless otherwise agreed to in writing, Company does not accept unauthorized idea submissions outside of established business relationships. To protect the interests of our current partners and ourselves, we must treat the issue of such submissions with great care. Importantly, without a clear business relationship, Company cannot and does not treat any such submissions in confidence. Accordingly, please do not communicate unauthorized idea submissions with Company through the Site. Any ideas disclosed to Company outside of a pre-existing and documented confidential business relationship are not confidential and Company may therefore develop, use, and freely disclose or publish similar ideas without compensating you or accounting to you. Company will make every reasonable effort to return or destroy any unauthorized idea submissions without detailed review of them. However, if, in Company's sole discretion, Company determines that a review is necessary, it will be with the understanding that Company assumes no obligation to protect the confidentiality of your idea or compensate you for its disclosure or use. By submitting an idea or other detailed submission to Company through the Site, you agree to be bound by the terms of this Agreement.

9. Representations and Warranties. By using the Site, you represent and warrant that you are using the Site solely for personal reasons and that you are not an attorney or an agent of an attorney conducting an investigation to a potential claim related to the Site, any materials available through the Site, or Company. You also represent and warrant that you are not engaging in activities in an attempt to circumvent, or make any efforts thereto, any encryption, password protection, or security features placed within the Site or any subpart thereof, or reverse engineer any part of the Site, portions of the Site, or any materials available through the Site. You also represent and warrant that any information you provide us is true and accurate.

10. **Contact Us.** If you have any questions or suggestions regarding this Agreement, please contact us at: info@shotlist.com.