

## Terms of Use

**The Terms of Use are between You the End User and Horizon Worldwide Corp, Horizon Entertainment Inc., d/b/a Horizon USA, ScreenGallery.com, CreativeGallery.com, SignageDirect.com and all other owned and/or related Partners, Sites and Apps controlled or operated by the above entities herein referred to as "Company" or "The Company".**

Please read these Terms of Use ("Terms") carefully. They contain the legal terms and conditions that govern your use of and access to our websites, mobile sites, and mobile applications (collectively, our "Sites and Apps"), as well as our provision of products and services. Certain services, promotions and features may have additional terms and conditions, and those additional terms and conditions are incorporated herein by reference.

By visiting any of our Sites and Apps, you are signifying your assent to these Terms and our Privacy Policy, which is incorporated herein by reference. Any products ordered or services used through any of our Sites and Apps are also governed by these Terms. We may revise these Terms from time to time by posting a revised version. YOUR CONTINUED USE OF ANY OF THE SITES AND APPS AFTER WE POST ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IN ADDITION, BY ORDERING PRODUCTS OR USING SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND REVIEWED THESE TERMS IN THEIR ENTIRETY, YOU AGREE TO THESE TERMS, THE PRIVACY POLICY AND THESE TERMS CONSTITUTE BINDING AND ENFORCEABLE OBLIGATIONS ON YOU.

NOTE: THE TERMS OF USE CONTAINS AN ARBITRATION AND CLASS ACTION WAIVER PROVISION IN THE "ARBITRATION" SECTION BELOW THAT AFFECTS YOUR RIGHTS UNDER THIS TERMS OF USE AND WITH RESPECT TO ANY DISPUTE BETWEEN YOU AND US OR OUR AFFILIATES.

### **YOUR USE OF OUR SITES AND APPS**

Except as expressly authorized hereunder, our Sites and Apps may not be reproduced, duplicated, copied, sold, resold, visited, reverse-engineered or otherwise exploited for any commercial purpose without our prior written authorization. We reserve the right to alter or discontinue our Sites and Apps, in whole or in part, at any time in our sole discretion.

Subject to and conditioned upon your compliance with these Terms, we grant to you a non-exclusive, non-transferable, limited right and license, without right of sublicense, to access and use our Sites and Apps, including any images, text, graphics, sounds, data, links and other materials incorporated into our Sites and Apps (other than your User Submitted Materials as defined below), solely as made

available by us and solely for your own personal purposes. Except as expressly authorized by these Terms, you may not use, reproduce, distribute, modify, transmit or publicly display any portion of our Sites and Apps or create derivative works of any portion our Sites and Apps without our written consent. While using any of our Sites and Apps, you agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including, without limitation, others' privacy rights or rights of publicity;
- Impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information;
- Restrict or inhibit any other user from using any of our Sites and Apps, including, without limitation, by means of "hacking" or defacing any portion our Sites and Apps;
- Violate any applicable laws or regulations;
- Upload to, transmit through, or display on any of our Sites and Apps (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, or other destructive items;
- Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our Sites and Apps; and
- Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of our Sites and Apps.
- Display adult nudity or inappropriate child nudity.
- Upload photographs of people who have not given permission for their photographs to be uploaded to a share site.
- Use the Share Sites for the sale of goods or services.
- Post objectionable material, such as material containing hate or malicious content or offers for adult services, or material inciting or advocating terrorism or violence.

If you fail to comply with the above rules, such failure will constitute a violation of these Terms, and in addition to any other rights or remedies we may have, we may immediately terminate your access to and use of our Sites and Apps.

Some features of our Sites and Apps may enable you to send and receive transmissions. You acknowledge that we have no responsibility or liability for any transmissions, and/or any content included in such transmissions, sent or received by you. We reserve the right, in our sole discretion and at any time, to set limits on

the number and size of any transmissions sent by or received through our Sites and Apps and/or the amount of storage space available for transmissions or for any feature made available through our website.

## **YOUR MEMBER ACCOUNT**

You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, and creating a password. You agree that you will provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. You are responsible for safeguarding the confidentiality of your username and password that you use to access your member account on our Sites and Apps. You agree not to disclose your username or password to any third party. **YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS.** You will immediately notify us of any unauthorized use of your account on any of our Sites and Apps.

In order to create a member account with any of our Sites and Apps, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites and Apps.

## **MAKING PURCHASES**

If you wish to purchase any products or services through any of our Sites and Apps, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third-party payment processor must be accurate, current and complete. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.** You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

Descriptions, images, references, features, content, specifications, products, price and availability of any products or services are subject to change without notice, and our current prices can be found on our Sites and Apps. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on our Sites and Apps at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and

international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased through our Sites and Apps. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any product or service.

Title and risk of loss for any purchases pass to you upon our delivery to our carrier. We reserve the right to ship partial orders (at no additional cost to you).

### **CONTESTS AND SWEEPSTAKES**

In addition to the terms and conditions of these Terms, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through our Sites and Apps may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from these Terms. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such Promotion. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules will control.

### **MOBILE APPLICATIONS**

Before using any of our mobile applications ("App" or "Apps"), we may ask you to install a valid copy of the App on your mobile device, register for an account, input your account information into the App as requested, and meet certain hardware and connection requirements which may change as the App evolves. You are responsible for any internet connection fees and/or mobile carrier charges that you incur when accessing or using an App. Should you uninstall an App from your mobile device, you may not be able to use all or some of the features of the App. We use reasonable efforts to accurately display the attributes of any photographs in products that you order through an App, including the colors of those photographs; however, the actual color you see is dependent upon your mobile device, and we cannot guarantee that your mobile device will accurately display such colors.

### **WEB ADDRESSES (URLS)**

As part of our services from our Sites and Apps, we may provide you with access to and use of certain personalized pages and the corresponding web addresses (URLs) you choose. However, we do not guarantee the availability of any particular web page or URL, and we reserve the right, at any time and in our sole discretion, to

reclaim, suspend, terminate and/or transfer any such web page or URL. In such cases, we may, at our option, provide you with another web page and URL.

### **CUSTOM DESIGN SERVICES**

One or more of our brands may offer you the opportunity to engage with our designers ("Custom Design Services") to create a Custom Design for a specific product ("Custom Designed Product"). By using the Custom Design Services, you agree you are solely responsible (pursuant to Section 1 of these Terms) for the materials you submit to us for the Custom Designed Product. You grant us a fully paid, worldwide, non-exclusive right and license to use your owned or licensed copyrights, logos, insignia, trademarks, and other artistic designs contained in the specific materials submitted to us for the purpose of providing the Custom Design Services and the Custom Designed Product. You continue to own and retain all rights, title and interest in and to your trademarks, copyrights and other intellectual property contained in the Custom Designed Product. We will own and retain all rights, title and interest in and to the final Custom Design and the Custom Designed Product. We will grant you a fully-paid, worldwide, non-exclusive right and license to use the Custom Designed Product, provided you have paid for the Custom Design Services in full. You are not obtaining any intellectual property rights from us in the final Custom Design or the Custom Designed Product. You may request the Custom Design be applied to any of our current product offerings. For other products, we may provide you with an electronic version of the Custom Design for your personal use, subject to our sole discretion and an additional fee will apply. If you would like to make changes to your Custom Design or Custom Designed Product, our customer service representatives are available to assist you.

### **THIRD-PARTY SITES, SOFTWARE AND SERVICES**

Our Sites and Apps may direct you to sites, software or services owned or operated by third parties ("Third Party Properties"). We have not reviewed all of the Third-Party Properties to which you may be directed and we have no control over such Third-Party Properties. We have no control over and are not responsible for (a) the content and operation of such Third-Party Properties, or (b) the privacy or other practices of such Third-Party Properties. The fact that our Sites and Apps direct you to such Third-Party Properties does not indicate any approval or endorsement of any such Third-Party Properties. We direct you to such Third-Party Properties only as a convenience. You are responsible for the costs associated with such Third-Party Properties, including any applicable license fees and service charges. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any such Third-Party Properties.

Other sites may provide links to our Sites and Apps with or without our authorization. We do not endorse such sites, and are not and will not be responsible or liable for any links from those sites to our Sites and Apps, any content, advertising, products

or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD-PARTY SITES, SOFTWARE AND SERVICES INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES, SOFTWARE AND SERVICES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES, SOFTWARE AND SERVICES.

We will have the right, at any time and in our sole discretion, to block links to our Sites and Apps through technological or other means without prior notice.

### **SOCIAL MEDIA AND OTHER SERVICES**

While using our services, you have the option of granting us access to your account(s) with certain third-party social media and other services, such as Facebook, Instagram, Picasa, Flickr, Twitter, SmugMug, and others (each, an "SNS"). Provided an SNS permits this, we can capture and make available on the Site and through the Apps the photos and other content that you have stored in your account(s) with such SNSs ("SNS Content"). By granting us access to your SNS Content, you understand that we will access, make available and store (if applicable) your SNS Content so that it is available on the Site and through our Apps. We are not responsible for any SNS Content stored on an SNS that you choose to make available on the Site and through our Apps. Depending on the SNS you choose and subject to the privacy settings you have set in your SNS account(s), personally identifiable information that you post to your SNS account(s) will be available on the Site and through our Apps. Please note that if an SNS account becomes unavailable or SNS terminates our access to your SNS account(s), any Content from that SNS may no longer be available on the Site and through our Apps. You have the ability to disable the connection between the Site and Apps and your SNS account(s), at any time, by accessing the "Settings" section of the Site and Apps. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH SNS, INCLUDING YOUR RIGHTS WITH RESPECT TO ANY CONTENT THAT YOU PROVIDE TO AN SNS AND THE STORAGE OF SUCH CONTENT, IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SNS.

### **MATERIALS SUBMITTED BY CUSTOMER**

Any materials submitted by you, including, without limitation, photographs, videos, images, text, graphics and other materials (collectively, "User Submitted Materials") are subject to the following terms and conditions:

You will retain ownership of such User Submitted Materials, and you grant us and our designees a worldwide, non-exclusive, transferable, royalty-free, perpetual irrevocable right and license, with right of sublicense (through

multiple tiers), to use, reproduce, distribute (through multiple tiers), create derivative works of and publicly display such User Submitted Materials solely in connection with the production or provision of any product or service you request or to show you how your User Submitted Materials would appear in our products or services. For example, when you place an order for a product, we will prepare, manipulate (if necessary), and transmit the User Submitted Materials for production, packaging and shipment. Similarly, if you want to share a photo book with your friends and family, we will accommodate your request by making your photographs available to your friends and family to download and/or to use and create projects of their own, and to purchase products with those photographs.

Please note that, while you retain ownership of your User Submitted Materials, any template or layout in which you arrange or organize such User Submitted Materials through tools and features made available through any of our Sites and Apps are not proprietary to you, and the rights to such template or layout will remain with us.

You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Submitted Materials, and that the User Submitted Materials do not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that the User Submitted Materials are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.

You consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in User Submitted Materials to use such individual's likeness, for purposes of using and otherwise exploiting the User Submitted Materials in the manner contemplated by these Terms, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's name or address) with such User Submitted Materials.

You agree that we may (but are not obligated to) filter any User Submitted Materials (including, without limitation, deleting or replacing expletives or other harmful or offensive language), refuse to use any User Submitted Materials (including, without limitation, suspending processing and shipping of any order relating to any User Submitted Materials) and/or disclose any User Submitted Materials and the circumstances surrounding the use thereof, to any third party in order to provide the applicable products or services, to enforce these Terms or to comply with legal obligations or governmental requests.

You agree to indemnify and hold us, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, and third party users harmless from and against any and all claims, causes of action, liabilities, damages, losses, expenses and costs (including, without limitation, attorneys' fees) that arise directly or indirectly out of or from: (i) your violation of these Terms, any other agreement or terms of use with us, any representation or warranty contained herein or therein or any applicable law; (ii) your User Submitted Materials; (iii) your activities in connection with obtaining any products or services from us, or (iv) any activity related to access to or use of your account by you or any other person.

User Submitted Materials that violate these Terms may be removed from our Sites and Apps; provided, however, that we have no obligation to remove User Submitted Materials in response to user reports or requests. We are not responsible for, and will have no liability for, the removal, non-removal or loss of any User Submitted Materials from our Sites and Apps. We recommend you keep back-up copies of your User Submitted Materials on your hard drive or other personal system.

### **COPYRIGHT ISSUES**

While we are not obligated to review User Submitted Materials for copyright infringement, we are committed to protecting copyrights and expect users of our Sites and Apps to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on or through our Sites and Apps infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Sites and Apps; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. DMCA notices and counter-notices regarding our Sites and Apps should be sent to:

Horizon Worldwide Corp.P.O. Box 79210

Houston, Texas 77279-9210

Email: [CustomerService@ScreenGallery.com](mailto:CustomerService@ScreenGallery.com)

## **FORUMS**

We may permit you to share your User Submitted Materials with other users, including, without limitation, to our user comment functionality, online image share feature and our public gallery, user forums and blogs (collectively, "Forums"). Some Forum participants may use anonymous screen names and may have no other connection with us or any of our family of brands. A large volume of material is available in our Forums and Forum participants may occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading or deceptive, or provide content that may be objectionable to you. We neither endorse nor are responsible for such messages, statements, or content, or any opinion, advice, information or other utterance made or displayed by third parties, whether such third parties are users of our Sites and Apps or others. The opinions expressed in the Forums reflect solely the opinions of the participants and may not reflect the opinions of us or any of our family of brands. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, or third-party users be liable for any loss or damage caused by your reliance on such information obtained through our Forums. We may, but have no obligation to, monitor the Forums and any materials displayed, transmitted or otherwise made available on or through the Forums or otherwise through our Sites and Apps.

## **DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THESE TERMS, OUR PRODUCTS AND SERVICES, INCLUDING ALL MATERIALS INCORPORATED THEREIN, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE AND OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NOTE: CERTAIN APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NO STATEMENT OF OURS OR ANY OF OUR DIRECTORS,

OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES SHALL CREATE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THESE TERMS.

### **Safety signs disclaimer**

The customer is solely responsible for (a) identifying the appropriate precautions, including signage materials, language, and designs necessary to comply with any applicable local, state, and federal laws or regulations, including ANSI and/or OSHA standards and (b) adequately warning invitees, employees, and the public of any hazards. In some cases, a sign may not provide an adequate safety precaution. The Company is not a safety expert and disclaims any and all liability that the template designs offered on our Site(s) or App(s) are sufficient to cover any specific hazard. The Company does not have responsibility to notify customers about changes in the law after sale. Customer shall hold The Company and its corporate parent and its employees harmless from all claims, loss or expense (including attorneys' fees) related to the purchase and use by customer for any sign purchased through The Company.

### **Returns**

We are committed to quality products and your satisfaction is 100% guaranteed. If for any reason you are not satisfied with your order, please contact us so we can make it right. Due to the nature of the product, no returns can be made once the order is processed and/or shipped. Any claims for defects, damages, or shortages must be made in writing within five (5) business days after receipt of the merchandise. We will replace only those orders that were processed incorrectly. The replacement of the order will take place only after the receipt of returned merchandise. We will not replace the order if it is determined by us that the order was misused or mishandled by the buyer or part of the order was used by the buyer and a portion of the order is being returned. User acknowledges that Customer Service related to the purchases made on the site will be provided by The Company. Because each item is custom-made, all sales are final. Products are sold as is. Returns are not accepted except under special circumstances with preapproval and authorization by The Company.

Your satisfaction is our number one priority. If your order is flawed because of a mistake on our part, we'll replace it as quickly as possible at no additional cost to you. In many cases, you won't have to return your order. However, quality is very important to us, so we may ask you to return the order so we can review the mistake. If you're unhappy with your order because of a mistake on your part, such as a low-resolution image or misspelled word, we'll help you fix it and share the cost of replacing it.

If you made a mistake or changed your mind and wish to receive a refund, you must return the merchandise and a 50% return fee will apply. We reserve the right to issue

store credit (rather than a refund). Please email us at [Customer Service contact on site](#).

If your order arrives in less than satisfactory condition, take a digital photo of the item and the shipping container it arrived in, attach them to an email and send to Customer Service contact on site. Please include in the body of the email: your order number, the shipping ID or item number, a brief description of the reason for the return, and let us know whether you are seeking a replacement or a refund. Your request will be processed within 2-5 business days and you will receive an email letting you know your replacement is under production or your refund is being processed. We strongly encourage you to return your item via a trackable method. A return request must be submitted before returning merchandise to be eligible for a replacement. To submit a return request, please contact our Customer Service contact on site. We are unable to issue refunds for return shipping charges. Please allow 3-5 business days once we receive your return for your refund to be processed.

#### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR AFFILIATES (THE "COMPANY PARTIES") SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, PROFITS, USE OR DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY PARTIES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHERMORE, THE COMPANY PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH PRODUCTS IS TO OBTAIN A REFUND, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICES IS TO STOP USING THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE COMPANY PARTIES ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR

SERVICES SHALL BE THE ACTUAL PRICE PAID THEREFORE BY YOU. NOTE: CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

### **POLICY FOR IDEA SUBMISSION**

Many of our customers are interested in submitting ideas and suggestions for products and services to be used at our Sites and Apps, either independently of, or in conjunction with, our internally developed concepts. We appreciate our customers' interest in improving our Sites and Apps; however, please note that any such ideas or suggestions that you submit will be owned by us, and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to us. If you intend to retain any intellectual property rights in your ideas and suggestions (patent, trade secrets, copyright, trademark, etc.), please do not submit them to us without our prior written approval.

You can inquire regarding such approval by sending a letter to The Company, Attn: Ideas, P.O. Box 79210, Houston, Texas 77279-9210 . If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by us in order to evaluate your idea or suggestion.

### **INTELLECTUAL PROPERTY NOTICES**

Portions of our Sites and Apps are covered by the U.S. Patents and by other issued U.S. patents, pending U.S. patent applications and all Trademarks. Our Sites and Apps are ©1982-2022 The COMPANY. All rights reserved.

All trademarks and service marks on any of our Sites and Apps not owned by us are the property of their respective owners. The Company owns the registered trademarks and logos. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on any of our Sites and Apps should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

### **JURISDICTIONAL ISSUES**

Our Sites and Apps are controlled and operated from the United States. Our Sites and Apps are not subject to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant that any of our Sites and Apps, products, and/or services or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access our sites

and apps do so on their own initiative and at their own risk, and are responsible for complying with all applicable laws, rules and regulations. We may limit the availability of our Sites and Apps, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

## **MISCELLANEOUS**

These Terms are governed by and construed in accordance with the laws of the State of Texas, United States of America, without regards to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Harris, Texas, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms, or the application thereof to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision will be enforced to the maximum extent possible, or, if incapable of such enforcement, will be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to other persons, places and circumstances will remain in full force and effect. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms are not assignable, transferable or sublicenseable by you except with our prior written consent. These Terms may not be modified or amended except as set forth in the introductory section of these Terms. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. If you have any questions or comments regarding these Terms, please contact: customer support page on site.

## **TERMINATION**

Either you or we may terminate your access to our Sites and Apps and to your account at any time, with or without cause, and with or without prior notice. Without limiting the foregoing, we may terminate your access if you violate these Terms. Upon termination for any reason, your right to access and/or use our Sites and Apps will immediately cease. Upon termination, you will have no further access to, and we may delete, any information, files or materials in or related to your account, including, without limitation, any User Submitted Materials. Upon termination, the Company may delete all information, files and materials related to your account, including any User Submitted Materials, and we will have no obligation whatsoever to save or make any such information, files or materials available to you. You agree that we will have no liability whatsoever to you or any other party as a result of a termination of

your access our Sites and Apps and to your account and/or as a result of the deletion or loss of any information, files or materials in or related to your account.

## **ARBITRATION AGREEMENT**

If you are a Company customer in the United States (including its possessions and territories), you and the Company agrees that any dispute, claim or controversy arising out of or relating in any way to the Company service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Company account. If you elect to seek arbitration or file a small claim court action, you must first send to the Company, by certified mail, a written Notice of your claim ("Notice"). The Notice to the Company must be addressed to: Horizon Worldwide Corporation, General Counsel, P.O. Box 79210, Houston, Texas 77279-9210 ("Notice Address"). If the Company initiates arbitration, it will send a written Notice to the email address used for your account. A Notice, whether sent by you or by the Company, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding or file a claim in small claims court.

You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after the Company receives notice at the Notice Address that you have commenced arbitration, the Company will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless the Company and you agree otherwise, any arbitration hearings will take place in the county of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the

arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of the Company's last written settlement offer made before an arbitrator was selected (or if the Company did not make a settlement offer before an arbitrator was selected), then the Company will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

## **DISPUTE RESOLUTION - ARBITRATION AND CLASS ACTION WAIVER**

**Please read this carefully. It affects your rights.**

**Any dispute or claim relating in any way to your involvement in the Program will be resolved by binding arbitration, rather than court.**

If you are a Company customer in the United States (including its possessions and territories), you and the Company agree that any dispute, claim or controversy arising out of or relating in any way to the Company service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Company account.

If you elect to seek arbitration or file a small claim court action, you must first send to the Company, by certified mail, a written Notice of your claim ("Notice"). The Notice

to the Company must be addressed to:, Horizon Worldwide Corporation, General Counsel, P.O. Box 79210, Houston, Texas 77279-9210 ("Notice Address"). If the Company initiates arbitration, it will send a written Notice to the email address used for your account. A Notice, whether sent by you or by the Company, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding or file a claim in small claims court.

You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after the Company receives notice at the Notice Address that you have commenced arbitration, the Company will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless the Company and you agree otherwise, any arbitration hearings will take place in the county of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of the Company's last written settlement offer made before an arbitrator was selected (or if the Company did not make a settlement offer before an arbitrator was selected), then the Company will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or

class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

## **Additional Contract Terms**

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR AFFILIATES (THE COMPANY PARTIES") SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, PROFITS, USE OR DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY PARTIES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHERMORE, THE COMPANY PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH PRODUCTS IS TO OBTAIN A REFUND, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICES IS TO STOP USING THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE COMPANY PARTIES ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES SHALL BE THE ACTUAL PRICE PAID THEREFORE BY YOU. NOTE: CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

### **Miscellaneous**

These Terms are governed by and construed in accordance with the laws of the State of Texas, United States of America, without regards to its conflict of law

provisions. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Harris, Texas, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms, or the application thereof to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision will be enforced to the maximum extent possible, or, if incapable of such enforcement, will be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to other persons, places and circumstances will remain in full force and effect. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms are not assignable, transferable or sublicenseable by you except with our prior written consent. These Terms may not be modified or amended except as set forth in the introductory section of these Terms. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. If you have any questions or comments regarding these Terms, please contact: customer service contact listed on site.

#### Changes to Terms

These terms and conditions are subject to change at any time without notice.