

## Color|Ink Studio Ltd.

### Terms of Use and User Agreement

#### 1. General

1.1 This agreement governs your use of the Internet sites operated by Color|Ink Studio and the related online services (collectively, the "Service"). Additional terms and conditions of use applicable to specific areas of the Service may also be posted in such areas and, together with this agreement, govern your use of those areas. This agreement, together with any such additional terms and conditions, are referred to as this "Agreement."

1.2 Color|Ink Studio reserves the right, at its discretion, to change or modify all or any part of this Agreement at any time and without notice, effective immediately when published on the Service. Your continued use of the Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Color|Ink Studio as permitted above. Please be sure to review this Agreement periodically to ensure familiarity with the most current version. If at any time the terms and conditions of this Agreement are no longer acceptable to you, then you should immediately cease all use of the Service.

1.3 The Service is directed to adults and is not directed to children under the age of 16. You must be 16 years of age or older to use the Service. Color|Ink Studio will not knowingly collect personally identifiable information from anyone under 16. By registering for the Service, you represent and warrant that you are 16 years of age or older. Additionally, you must provide true, accurate and complete registration information to become a member of the Service ("Member"). Creating a Member account under automated means or under false or fraudulent pretenses constitutes unauthorized use of the Service and such accounts will be terminated by Color|Ink Studio.

1.4 As part of the registration process, you will be asked to select a username and password, and you will be responsible for all activities occurring under your username and for keeping your password secure. We may refuse to grant you a username that impersonates someone else, is or may be protected by trademark or proprietary rights law, or is vulgar, offensive, or otherwise inappropriate, as determined by us in our sole discretion.

1.5 By using the Service, you represent and warrant that all registration information you submit is truthful and accurate and you agree to the accuracy of such information. The profile that you compose upon registering for the Service (the "Member Profile") must describe you, an individual person. Examples of inappropriate profiles include, but are not limited to, profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual who is not you. If you wish to view or change your profile, you can do so via your member profile page.

1.6 Please note that a small number of people may experience epileptic seizures when exposed to certain light patterns on a computer screen like those displayed when using the Service. Consult your physician prior to using the Service if you have had any epileptic symptoms (such as eye or muscle twitches, dizziness, altered vision, disorientation, loss of awareness, involuntary movements or convulsions) and discontinue use of the Service immediately if you experience any such symptoms.

#### 2. Use of Content

2.1 You acknowledge that the Service contains information, software, photographs, audio and video clips, graphics, links, and other material (collectively, the "Content") that are protected by copyright, trademark or other proprietary rights of Color|Ink Studio or third

parties. All Content on the Service is copyrighted as a collective work of Color|Ink Studio pursuant to applicable copyright law. You agree to comply with any copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. Users of the Service may use the Content only for their personal, noncommercial use. Businesses, organizations or other legal entities may not become Members and are not permitted to use the Service for any purpose, including but not limited to collecting usernames and /or email addresses of Members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Service.

2.2 Except as expressly permitted in Section 2.4 of this Agreement, you may not modify, publish, transmit, reproduce, create derivative works from, distribute, perform, display, sell, transfer or in any way exploit any of the Content, in whole or in part. You also agree not to circumvent, disable or otherwise interfere with any security-related features of the Service or the Content, including features that prevent or restrict use or copying or that enforce limitations on use.

2.3 You may post on the Service only material owned by you (such as your original statements or video clips), material for which you have received express permission from the owner and material in the public domain (collectively, the "Material"). You assume all risk and responsibility for determining whether any Material is in the public domain. You hereby grant, transfer and assign to Color|Ink Studio and its successors, assigns and licensees (collectively, "Licensee") a fully-paid, royalty-free, irrevocable, perpetual, worldwide right and license to publish, distribute, reproduce, transmit, use, translate, display, perform, modify, revise, create derivative works of and archive the Material, in any form or media (including without limitation in print, magnetic or electronic form), on any number of occasions in any form, and to sublicense third parties (including other users of the Service) to do any of the foregoing with further right of sublicense (the "License"), without compensation to you. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence and that the exercise by Licensee of Licensee's rights under the License shall not violate any laws, defame or libel any person, invade any person's right of privacy or publicity or otherwise violate, misappropriate or infringe the rights of any person (including without limit any copyright or moral right).

2.4 You may download, copy and make any personal, non-commercial use of the Content and use that is permitted by Sections 107 through 122 of the United States Copyright Act of 1976, as amended ("Copyright Act") and not prohibited by any section of the Copyright Act or by any other applicable law, rule or regulation; provided, however, that you maintain all copyright and other notices contained in such Content; and provided further that you shall not store or distribute electronically any significant portion of any Content.

### **3. Rules of Conduct**

The following is a partial list of illegal and prohibited uses of the Service. Color|Ink Studio may investigate any illegal and/or unauthorized use of the Service and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. While utilizing the Service, you may not:

- Use the Service for any commercial purpose, to distribute any advertising or solicitation of funds or goods and services, or to solicit users to join competitive online services;
- Post on the Service any links to any external Internet sites that are obscene or pornographic, or display pornographic or sexually explicit material of any kind;
- Use any robot, spider, site search and/or retrieval application, or other device to retrieve or index any portion of the Service;
- Reformat or frame any portion of any page or article that is part of the Service;

- Post Material containing restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Submit any Material that falsely implies sponsorship of that Material by the Service and/or Color|Ink Studio, falsify or delete any author attributions in any Materials, or promote any information that you know is false or misleading;
- Transmit any viruses, worms, defects, Trojan horses or other items of a contaminating or destructive nature through the Service;
- Submit Material that violates the rights of others, such as Material that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or that is libelous or defamatory, or that directs any user, by linking or any other method, to the content of a third party without the third party's written consent;
- Promote an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or videos or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or videos or links to pirated music or video files; or
- Submit Material that is libelous, defamatory, obscene, pornographic, abusive, harassing, threatening, unlawful, or promotes or encourages illegal activity.

#### **4. Managing Content**

4.1 Color|Ink Studio reserves the right to delete, move or edit any Material (including Material posted in any interactive area of the Service) that it may determine, in its sole discretion, violates this Agreement or is otherwise unacceptable. However, Color|Ink Studio does not and cannot review all of the Material posted by users on the Service and is not responsible for such Material. You shall remain solely responsible for all Material. Although Color|Ink Studio reserves the right to remove any offending Material on the Service, you understand and agree that you nonetheless may be exposed to such Material and that you further waive your right to any damages (from any party) related to such exposure.

4.2 Additionally, Color|Ink Studio shall have the right, but not the obligation, to correct any errors or omissions in any Content, as it may determine in its sole discretion.

#### **5. No Endorsement**

5.1 Color|Ink Studio does not represent or endorse the accuracy or reliability of any Material posted on any interactive area and you acknowledge that any reliance upon such Material shall be at your sole risk. Any Material placed on any interactive area by users represents the views of the user posting the statement, and does not represent the views of Color|Ink Studio.

5.2 The Service may contain links to sites on the Internet which are owned and operated by third parties (the "External Sites"). You acknowledge that Color|Ink Studio is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

#### **6. Termination of Service**

6.1 Color|Ink Studio reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service, including the discussion areas, at any time for any reason without prior notice or liability. Conversely, you may terminate your membership of the Service at any time, for any reason, by sending an email to Info@ColorInkStudio.com. Once your membership terminates, you will have no right to use the Service. The terms of this Agreement shall survive any termination of your membership.

6.2 Color|Ink Studio may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any feature, database, or Content (including the discussion areas), without prior notice or liability.

## **7. Copyright Policy**

You may not post, distribute, perform, display, transmit or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright or trademark infringement, please contact us by email at [Info@ColorInkStudio.com](mailto:Info@ColorInkStudio.com) with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest; (b) a description of the copyrighted work(s) or trademark(s) that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Website; (d) your address, telephone number, and email address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or trademark owner or authorized to act on the copyright or trademark owner's behalf.

## **8. INDEMNITY**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COLOR|INK STUDIO AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS, INFORMATION PROVIDERS AND LICENSORS (COLLECTIVELY, THE "COLOR|INK STUDIO PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED BY ANY COLOR|INK STUDIO PARTY IN CONNECTION WITH ANY MATERIAL OR WITH USE OR ALLEGED USE OF THE SERVICE UNDER YOUR PASSWORD BY ANY PERSON, WHETHER OR NOT AUTHORIZED BY YOU. COLOR|INK STUDIO RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND IN SUCH CASE, YOU AGREE TO COOPERATE WITH COLOR|INK STUDIO'S DEFENSE OF SUCH CLAIM.

## **9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

9.1 NEITHER COLOR|INK STUDIO NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COLOR|INK STUDIO, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE OR THE CONTENT. THE SERVICE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NONE OF COLOR|INK STUDIO, THIRD PARTY CONTENT PROVIDERS OR THEIR RESPECTIVE AGENTS MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE SERVICE. NEITHER COLOR|INK STUDIO NOR ANY THIRD PARTY CONTENT PROVIDER WARRANTS THAT ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SERVICE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

9.2 YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT COLOR|INK STUDIO IS NOT RESPONSIBLE OR LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR

ALTERATION OF YOUR MATERIALS, DATA OR OTHER TRANSMISSIONS ENTERED INTO THROUGH THE SERVICE OR FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR FOR CONDUCT OF ANY OTHER PARTY OR FOR ANY INFRINGEMENT OF ANOTHER'S RIGHTS.

9.3 NEITHER COLOR|INK STUDIO, ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF COLOR|INK STUDIO, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **10. Member Disputes**

You are solely responsible for your interactions with other Members of the Service. Color|Ink Studio reserves the right, but has no obligation, to monitor disputes between you and other Members.

## **11. International Use**

As a consequence of the global nature of the Internet, you agree to comply with all local rules regarding user conduct on the Internet and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **12. Miscellaneous**

12.1 This Agreement shall be construed in accordance with the laws of the State of Michigan, without reference to principles of choice of law. You and Color|Ink Studio each irrevocably consent to the personal jurisdiction of the federal or state courts located in or with jurisdiction for Oakland County, Michigan (the "Courts") with respect to any action, suit or proceeding arising out of or related to this Agreement or to the Service (including without limitation any Content) and waive any objection to venue in any of the Courts for such an action, suit or proceeding (whether based on *forum non conveniens* or otherwise); additionally, you agree that you will not bring any such action, suit or proceeding in any court other than the Courts.

12.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions posted on the Service, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control.

12.3 If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect, (i) such provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties, (ii) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and (iii) such decision shall not affect the validity, legality or enforceability of such provision under other circumstances.

Effective Date: January 1, 2008