

TERMS OF USE AGREEMENT

This page explains the terms by which you may use our online and/or mobile services, website, and software provided on or in connection with the service (collectively the “Service”). By accessing or using the Service, you agree to be bound by this Terms of Use Agreement (“Agreement”) and to the collection and use of your information as set forth in the ProLook Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, members, contributors, and others who access the Service (“Users”).

1. **Use of Our Service.** You may use the Service only if you can form a binding contract with ProLook, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. Any use or access to the Service by anyone under 13 without parental consent is strictly prohibited and in violation of this Agreement. The Service may not be available to any Users previously removed from the Service by ProLook. By using the Service, you represent and warrant that you have the full right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this Agreement. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service and as permitted by the features of the Service. ProLook reserves all rights not expressly granted herein in the Service. ProLook may terminate this license at any time for any reason or no reason. Additional terms may apply for any content that you download from or upload to the Service. Any such additional terms will be made available to you prior to initiating any applicable uploads or downloads.

2. **ProLook Account.** Your ProLook account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a ProLook account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. By connecting to ProLook with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your account. You may not allow any other party to access or use the Service with your unique username, password, or other security code. You must notify ProLook immediately of any breach of security or unauthorized use of your account. ProLook will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings in your account. By providing ProLook your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

3. **Service Rules.** You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the ProLook servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) using any ProLook Content (as defined below), including any ProLook trademarks, in any manner that might tarnish, disparage, or reflect adversely on such ProLook Content; (xiv) using any ProLook trademark or any variant thereof including misspellings as a domain name or as part of a domain name, as a metatag, keyword, or any other type of programming code or data; (xv) adopting or using, without our prior written consent, any word or mark which is similar to or likely to be confused with ProLook trademarks; (xvi) copying, imitating or using, in whole or in part, the look and feel of the Service (including but not limited to all page headers, custom graphics, button icons, and scripts) without the prior written consent of ProLook; (xvii) using any ProLook Content to link to the ProLook website without the prior written consent of ProLook; or (xviii) framing or hotlinking to the Service or any content other than your own without the prior written consent of ProLook.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and

liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. If your account is terminated for any reason, you must obtain written authorization from ProLook prior to establishing another account. If you attempt to establish another account without obtaining such authorization, ProLook may permanently ban you from the Service. You may not have more than one active account at any time without the written consent of ProLook in each instance.

4. User Content.

You agree not to submit User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy or publicity. ProLook reserves the right, but is not obligated, to reject and/or remove any User Content that ProLook believes, in its sole discretion, violates these provisions.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

In connection with your User Content, you affirm, represent, and warrant the following:

- Your User Content and ProLook's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including, but not limited to, any Intellectual Property Rights and privacy and publicity rights.

- ProLook may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect any of your User Content or which might in any way impair the rights granted by you hereunder.
- If your User Content consists in whole or in part of design elements, fonts, clipart, sprites, vectors, brush tools and the like that are included in design programs, by uploading any such User Content to ProLook, you represent and warrant that the end user license agreement, terms of service or the equivalent license agreed to by you allows you to incorporate such elements in any part of whole of the User Content created by you, and to license such User Content to ProLook for the purposes set forth herein.
- Your User Content is neither obscene, defamatory, or otherwise objectionable.
- To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.
- You will not transmit unsolicited emails or engage in spamming to publicize or promote your relationship with ProLook.
- You will not engage in pay per click advertising using keywords which compete with ProLook's own campaigns to promote your relationship with ProLook nor will you use or engage a third party on your behalf to use ProLook in any domain name.

Upon making or learning of any claim that is inconsistent with any of the representations or warranties made by you, ProLook shall send you written notice of such claim, using the email address provided by you to ProLook, specifying the details of the claim as then known to ProLook. Pending the determination of such claim, ProLook may withhold from royalties and/or other compensation due to you hereunder, such sums as are reasonably related to the probable value of the claim as determined by ProLook.

ProLook takes no responsibility and assumes no liability for any User Content that you or any other User or third-party posts or sends over the Service.

5. **Our Proprietary Rights.** Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, User Content belonging to other Users, and Stock Media belonging to other Users (the "ProLook Content"), and all Intellectual Property Rights related thereto, are the exclusive property of ProLook and its licensors (including other Users who post User Content or contribute

Stock Media to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any ProLook Content. Use of the ProLook Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

6. **Feedback.** You may choose to, or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place ProLook under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, ProLook does not waive any rights to use similar or related ideas previously known to ProLook, or developed by its employees, or obtained from sources other than you.

7. **Payment.** You may cancel your ProLook account at any time; however, there are no refunds for cancellation. If ProLook suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, licenses, royalties, transactions, or other monetary transaction interactions.

8. **Privacy.** We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy and to have your personal information collected, used, transferred to, and processed in the United States.

9. **Security.** ProLook cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

10. **Third-Party Links.** The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by ProLook. ProLook does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Service, you do so at your own risk, and you understand that this Agreement and ProLook’s

Privacy Policy do not apply to your use of such sites. You expressly relieve ProLook from any and all liability arising from your use of any third-party website, service, or content.

11. **Indemnification.** You agree to defend, indemnify and hold harmless ProLook and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity, or Intellectual Property Rights; (iv) your violation of any applicable law, rule, or regulation; (v) any claim or damages that arise as a result of any of your User Content, or any content that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password, or other appropriate security code.

12. **No Warranty.** The service is provided on an "as is" and "as available" basis. Use of the service is at your own risk. To the maximum extent permitted by applicable law, the service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, ProLook, its subsidiaries, and its licensors do not warrant that the content, including without limitation User Content and Stock Media, is accurate, reliable, or correct; that the service will meet your requirements; that the service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service.

ProLook does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the ProLook service or any hyperlinked website or service, and ProLook will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

13. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall ProLook, its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this service, including without limitation, your submission of User Content. Under no circumstances will ProLook be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or your account or the information contained therein.

To the maximum extent permitted by applicable law, ProLook assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall ProLook, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to ProLook hereunder or \$100.00, whichever is greater.

No action, regardless of form or nature, arising out of this Agreement may be brought by or on behalf of you more than one (1) year after the cause of action first arose.

Notwithstanding anything to the contrary contained herein, ProLook shall not be liable for any damages, costs or losses arising as a result of modifications made to User Content, or other content, any additions or combinations of User Content with other content, or the context in which the User Content, or other content is used by you.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if ProLook has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

The Service is controlled and operated from its facilities in the United States. ProLook makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

14. **Governing Law.** You agree that: (i) the Service shall be deemed solely based in Texas; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over ProLook, either specific or general, in jurisdictions other than Texas. This Agreement shall be governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Smith County, Texas for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

15. **Arbitration.** For any dispute with ProLook, you agree to first contact us and attempt to resolve the dispute with us informally. In the unlikely event that ProLook has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any ProLook claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Smith County, Texas, unless you and ProLook agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights. **All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this Agreement, you and ProLook are each waiving the right to a trial by jury or to participate in a class action.**

16. **General.** This Agreement, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, but may be assigned by ProLook without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

ProLook may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by ProLook in our sole discretion. ProLook reserves the right to determine the form and means of providing

notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. ProLook is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. ProLook may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

This Agreement, along with the ProLook Privacy Policy, any amendments, and any additional agreements you may enter into with ProLook in connection with the Service, shall constitute the entire agreement between you and ProLook concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and ProLook's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.