

## **Broxies, LLC, Image Sharing Terms and Conditions**

Thank you for sharing your enthusiasm for our brand! By uploading your content (photographs, pictures, images, renderings, videos, or the like, together your "Submission(s)") to Broxies, LLC ("Broxies"), you agree to be bound by these terms and conditions (the "Agreement").

**General.** By voluntarily choosing to share and upload your Submission to Broxies, you permit and authorize Broxies, its affiliates, employees, agents, and personnel who are acting on its behalf to use and create derivative works from your Submission for purposes related to the Broxies' business, including the publicity, marketing, and promotion of Broxies and its products. You understand that your Submission and any derivative works created by or on Broxies' behalf, may be used on, copied and distributed by means of various media, including video presentations, television, news bulletins, electronic and physical mailings, billboards or signs, brochures, magazines, newspapers, and placement and usage on Broxies' websites and social media pages or feeds, including but not limited to Facebook, Twitter, Instagram, Pinterest, Vine, Line, Snapchat, and other platforms existing now or developed in the future. You acknowledge and agree that you have no expectation of compensation of any nature with respect to any Submission you upload to, or otherwise share with Broxies, and specifically waive any claim to any compensation in any form.

Broxies reserves the right to reject or discontinue use of any Submission for any reason and at any time, in its sole and complete discretion. Broxies also reserves the right to display advertisements in connection with your Submissions.

Because of the viral nature of social media, you should not submit any content to Broxies that you do not want to be viewed by others. Accordingly, you acknowledge and agree that you have no expectation of confidentiality or privacy of any nature with respect to any Submission. You understand that, although Broxies will endeavor to use your Submission in accordance with standards of good judgment, Broxies cannot warranty or guarantee that any further dissemination of your Submission will be subject to Broxies' supervision or control.

**Representations and Warranties.** You represent and warrant that: (a) you own all rights in your Submission(s) or, alternatively, you have acquired all necessary rights in your Submissions to enable you to scan, store, transmit and display your Submissions (as applicable) and to grant to Broxies the rights in your Submissions described herein; (b) you have paid or satisfied and will pay or satisfy in full all license fees, clearance fees, royalties, and any other financial or third party obligations of any kind, arising from any use or commercial exploitation of your Submissions, and Broxies will not be responsible for such obligations; (c) you are the individual pictured in your Submissions, or, alternatively, you have obtained permission from each person (including consent from parents or guardians for any individual under the applicable age of majority); and (d) your Submissions do not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party. You agree to keep all records necessary to establish that your Submissions do not violate any of the foregoing representations and warranties and to make such records available to Broxies upon its request.

You further represent and warrant that you will not:

- Submit or otherwise transmit content that is harmful, threatening, defamatory, harassing, illegal, hateful, vulgar or invasive of another's privacy or otherwise objectionable or in violation of your representations and warranties set forth in this Agreement, as determined by Broxies in its sole discretion;
- Submit or otherwise transmit content that you do not have a right to transmit or any content that infringes upon any right of publicity, trademark, copyright, trade secret, patent, moral right, or proprietary rights of any third party;
- Submit or otherwise transmit content that will harm minors in any way;
- Submit or otherwise transmit content that exhibit expressions of offensive imagery, abuse, obscenity, or pornography or any material violating any regulations or laws of any governing body having jurisdiction over Broxies, its employees, or affiliates, or that could give rise to civil or criminal activity under applicable federal or state laws governing Broxies, its employees, or affiliates, including, but not limited to, child pornography, depictions of minors engaged in sexual conduct, sexual situations or child abuse;
- Knowingly transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; and
- Use or launch any automated system, including, without limitation, "robots," "spiders," "offline readers," or the like, that access Broxies' servers.

**Indemnification.** You agree to indemnify, defend, and hold harmless Broxies, its subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that they may incur as a result of or arising from (a) any information (including, without limitation, your Submissions that you submit, post, or transmit to Broxies; (b) your (or anyone using your account's) violation of this Agreement; or (d) your (or anyone using your account's) violation of any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity related to your Submission. Broxies reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Broxies in asserting any available defenses.

**Releases.** You agree to release Broxies from any and all liability related to the use and dissemination of your Submission, anywhere in the world, and that you are solely responsible for any damage or loss to your Submission caused by uploading it in any format to Broxies.

**Choice of Law and Venue.** This Agreement shall be governed exclusively by, and construed in accordance with the laws of the State of Utah, without reference to any conflict of laws principles. Any controversy, claim, or dispute arising out of or related to this Agreement (or the interpretation, performance, or breach of any term thereof), including but not limited to alleged violations of state or federal statutory or common law rights or duties (a "Dispute") shall be solely and exclusively resolved

according to the procedures set forth in this paragraph. All disputes must be brought in the state or federal courts of the State of Utah, Summit County.

**Entire Agreement.** These terms and conditions constitute the entire agreement between the parties and supersedes any previous agreement between the parties. These terms and conditions may not be altered, modified, amended, or changes in whole or in part, except in writing and executed by both parties.