

JANUARY 1, 2024

TERMS AND PARTIES

SlicPix™ is a SAAS (Software as a Service) Storytelling Platform (“Service”), solely owned and operated by SlicPix Inc.

SlicPix facilitates the creation, publication and promotion of digital multimedia content (“Stories”), and the usage of SlicPix Inc.’s patented digital interactive imaging technology (“Image Interactivity”) in Stories within a cloud environment.

The Service is composed of a set of services (“Services”), powering, as of October 10 2020, the SlicPix™ Website (“Website”), the SlicPix™ Community (“Community”), and the SlicPix™ Studio (“Studio”)

Please read the following terms of service (the “Terms”) carefully which govern use of the Website, the Community and the Studio (in each case, as defined below), and any related software all (collectively ‘Service’) made available by SlicPix Inc.

This Terms of Service Agreement (“Agreement”) is made and entered into between SlicPix Inc. (“we”, “us”, “our”) to customers (“Customers”)/visitors (“Visitors) collectively referred to as “the Parties” a.k.a. “the Users”, effective as of the above date or if no date is supplied, as of the date of acceptance by the subscriber.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS OF USE, DO NOT ACCESS OR OTHERWISE USE THE SLICPIX SERVICES OR ANY INFORMATION CONTAINED ON THE SLICPIX SERVICES. BY ACCEPTING THIS TERMS OF USE AGREEMENT (“Agreement”), EITHER BY ACCESSING OR USING THE SERVICE OR CLICKING A BOX INDICATING YOUR ACCEPTANCE YOU AGREE TO THE TERMS OF THIS AGREEMENT AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE SLICPIX INC/ SLICPIX SERVICES PRIVACY POLICY (<https://slicpix.com/legal/privacy-policy>), WHETHER OR NOT YOU ARE A REGISTERED USER OF THE SERVICE. It is effective between you and us as of the date you accept this Agreement or first access the Slicpix Service, whichever is earlier (“Effective Date”). SlicPix Inc./Slicpix Services reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service (each a “User” and collectively, “Users”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. ADDITIONALLY, IF YOU ARE USING THIS SERVICE AS AN EDUCATOR, YOU REPRESENT AND WARRANT THAT YOU ARE ACTING ON BEHALF OF (OR HAVE PERMISSION FROM) THE EDUCATIONAL INSTITUTION YOU ARE EMPLOYED BY TO ENTER INTO THIS AGREEMENT AND TO USE THE SERVICE AS A PART OF YOUR CURRICULUM AND THAT, WITH RESPECT ANY STUDENT YOU AUTHORIZE TO USE THE SERVICE PURSUANT TO YOUR AGREEMENT, YOU HAVE OBTAINED

APPROPRIATE PARENTAL CONSENT FOR SUCH STUDENT'S USE OF THE SERVICE, AS APPLICABLE.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS

MODIFICATIONS TO TERMS

YOU AGREE TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. SLICPIX INC. MAY MAKE CHANGES TO THE CONTENT AND SLICPIX SERVICES AT ANY TIME. SLICPIX INC. CAN MAKE MODIFICATIONS, DELETIONS AND/OR ADDITIONS ("CHANGES") TO THESE TERMS AT ANY TIME. Changes will be effective: (i) thirty (30) days after SLICPIX INC. provides notice of the Changes, whether such notice is provided through the SLICPIX SERVICES user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you "opt-in" or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first. IF ANY MODIFICATION TO THESE TERMS IS UNACCEPTABLE TO YOU, PLEASE CEASE USING THE SLICPIX SERVICES. IF YOU DO NOT CEASE USING THE SLICPIX SERVICES, YOU WILL BE DEEMED TO HAVE ACCEPTED THE UPDATED TERMS.

BETA TEST OBLIGATIONS

BETA TESTING

By its nature, the Service may contain errors, bugs, and other problems that could cause system failure and the testing and quality assurance of the Service may not yet be completed. Because the Service is subject to change, SlicPix Inc. reserves the right to alter the Service at any time, and any reliance on the Service is at Users own risk.

BETA TEST OBLIGATIONS

SlicPix Inc/Slicpix Service will deliver the Service to the User at SlicPix Inc. expense. SlicPix Inc. has no obligation to develop or provide any updates or revisions to the Slicpix Service, and SlicPix Inc. reserves the right to alter or adjust performance specifications for the Slicpix Service at any time.

User agrees to test and evaluate the Slicpix Service at User's expense. Users agree to familiarize themselves with the Slicpix Service provided by SlicPix Inc and to only use or test the Slicpix Service as directed.

Users will notify SlicPix Inc of all functional flaws, errors, anomalies, and problems ("bugs") and provide SlicPix Inc. with reports via the methods designed by SlicPix Inc. and promptly respond to any and all reasonable inquiries, questionnaires, surveys and other test documents submitted to Users by SlicPix Inc.

If User is a company or other entity, User shall designate to SlicPix Inc. an employee or representative who will serve as the technical contact for the Slicpix Service and who will be responsible for maintaining communication with SlicPix Inc. on a regular basis.

Participants will promptly notify SlicPix Inc. of any change in the appointed technical contact.

Any feedback, ideas, modifications, suggestions, improvements, and the like made by Users with respect to the Slicpix Service will be the property of SlicPix Inc. and is SlicPix Inc. Confidential Information. User agrees to assign, and hereby assigns, all right, title, and interest worldwide in such feedback, ideas, modifications, suggestions, improvements, and the related intellectual property rights to SlicPix Inc. and agrees to assist SlicPix Inc. at SlicPix Inc. expense, in perfecting and enforcing such rights. SlicPix Inc. may disclose or use feedback, ideas, modifications, suggestions, improvements, and the like for any purposes whatsoever without any obligation to The User.

The beta test shall automatically terminate upon the general release to the public of the final product derived from the Service by SlicPix Inc. or sooner upon ten days prior written notice by either party, or later if a supplemental Agreement is reached by the Parties. The parties acknowledge that SlicPix Inc. is under no obligation to release any final product or Service to the public.

ELIGIBILITY

You can be a “User” of the service by visiting www.slicpix.com, or visit our platform and enjoy the stories of our Users who have become subscribers.

As a user who becomes a subscriber, you must meet these qualifications:

1. Can form a binding contract with SlicPix Inc. in compliance with this agreement.
2. Compliance with all applicable local, state, national, and international laws, rules and regulations, (including without limitation all applicable laws regarding online conduct and acceptable content and transmission of technician data exported from the United States or the country in which you reside, privacy, and data protection
3. In compliance with COPPA (Children's Online Privacy Protection Act) prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent (“Consent”).
4. Accordingly, students accessing the Service subject to Consent provided via their education institution, as allowed under COPPA, will require the use of a unique invitation code supplied by their education institution in order to create an account.
5. Any use or access to the Service by anyone under 13 without Consent, is strictly prohibited and in violation of this Agreement.
6. Service is not available to any Users previously removed from the Service by SlicPix Inc./Slicpix Services.
7. Complete the account registration process;
8. Agree to these Terms;
9. Provide true, complete, and up-to-date contact and billing information;
10. Not be based in Cuba, Iran, North Korea, Syria, or any other country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist-supporting” country; and
11. Not be listed on any U.S. government list of prohibited and restricted persons.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won't use the Service in a way that violates any laws or regulations. Note that by

representing and warranting, you are making a legally enforceable promise. SlicPix Inc. reserves the right to deny service at any time.

INTRODUCTION

SlicPix™ is a SAAS (Software as a Service) Storytelling Platform (“Service”), solely owned and operated by SlicPix Inc.

SlicPix™ allows organizations to import content assets and create, publish and promote multimedia Stories. Also, using our patented Image Interactivity, organizations can define interactive segments within an image and attach Stories and calls to action to each interactive segment within the image.

SERVICE

THE WEBSITE

SlicPix Inc. owns and operates the Slicpix Website. <https://www.slicpix.com> The Website’s primary purpose is to inform users of what the Service is, how they can benefit from its use and what the fees are using a structured tiered subscription model. Additionally, within the Website, there is a section offering users to experience how easy the creation of interactive images is and the building of a story with our content building blocks. <https://www.slicpix.com/workshop> Personal content assets can be imported, or users can choose from a variety of images within our albums. This feature is for demonstration purposes only. Content assets are used only locally on the creator’s device. No information is gathered, saved, or published.

THE COMMUNITY

SlicPix Inc. owns and operates the Slicpix Community. Within this space, our Customers can display the multimedia Stories that they have created in the Studio. The Community offers a space for organizations to segment Stories into differentiating galleries. These Stories (represented by an entry image within the gallery) can visually display text, video, audio, images and our patented Interactive Images. Also, these Stories can have links to additional Stories created within the Service, links to social media and calls to action to drive traffic to Ex. to a website. Cut and paste links are also available to further share stories via Ex. email campaigns.

THE STUDIO

SlicPix Inc. owns and operates the Slicpix Studio. Once subscribed our Customers have the ability to define the roles of administrator and content creator. The administrator is in charge of content publication enrollment, delegation and deletion of content and Stories and general administration tasks communicating with SlicPix Inc. The content creator’s main task is to collaborate with other content creators and create the Stories for the approval and publication from the administrator. Subscriptions will define how many creators are included.

LICENSE GRANT FROM SLICPIX INC

SlicPix Inc. owns and operates the Website, the Community and the Studio. Subject to the terms and conditions of this Agreement and your payment of any applicable fees, SlicPix hereby grants you a non-exclusive, limited, non-transferable, revocable license to use the Service as permitted by the features of the Service subject to the terms and conditions in this Agreement.

You shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Service; and (b) control the content and use of User Content (as defined below), including the uploading or other provision of User Content for processing by the Service. SlicPix Inc. reserves all rights not expressly granted herein in the Service. SlicPix Inc. may terminate this license in accordance with this Agreement. We may from time to time in our sole discretion engage third parties to provide, maintain, and/or improve the Service.

ACCOUNTS

While you may always browse the public-facing portions of our Service on the Slicpix Website and the Slicpix Community, you must subscribe to one of our service plans to use the Slicpix Studio and create Stories.

Your Service account gives you access to the Service and functionality that we may establish and maintain from time to time and at our sole discretion. We may maintain different types of accounts for different types of Users, and these different accounts may have different functionalities available to them. If you open an account on behalf of your student, child or ward then (i) “you” includes both you and your student, child or ward; and (ii) you represent and warrant that you are legally authorized to grant any and all rights granted under this Agreement.

ACCOUNT SECURITY

You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials. You must keep your account password secure. You may not share the credentials for your Account with anyone, including a third party. You agree to notify SlicPix Inc. immediately at connect@slicpix.com if you suspect or know of any unauthorized use of your login credentials or any other breach of security with respect to your Account. SlicPix Inc. will not be liable for any losses caused by any unauthorized use of your account.

ACCURACY OF INFORMATION

When creating an Account, you will provide true, accurate, current, and complete information to SlicPix Inc. By providing your name and 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.

You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames and

permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this agreement, cause damage to or impair the Service, infringe or violate any third party rights, damage or bring into disrepute the reputation of SlicPix Inc, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then SlicPix Inc. may terminate your Account immediately without notice and without any liability.

SUBSCRIPTIONS AND PAYMENTS

To enjoy the full benefits of the Service, you must purchase a subscription for the Service. You will be charged the stated subscription fee and any applicable taxes and service fees upon enrollment, unless your membership starts with a free trial, as detailed below.

INITIAL SUBSCRIPTION PAYMENT

SlicPix Inc offers the Service to both organizations and educational institutions. For descriptions of all account types and features currently available for each subscription and our policy that governs their use, please see our pricing page. As our Service is constantly developing, please consult it regularly.

FREE TRIALS

If your subscription starts with a free trial period, the duration of which is specified during enrollment, WE WILL BILL YOUR DESIGNATED PAYMENT METHOD FOR THE SUBSCRIPTION FEE AT THE END OF THE FREE TRIAL PERIOD, unless you cancel prior to the end of the free trial period. By providing your payment details when enrolling in the free trial, you agree that SlicPix Inc. may charge the subscription fee to your designated payment method upon conclusion of the free trial period. Free trials are only available to first-time customers. SlicPix Inc. reserves the right, in its sole discretion, to determine your free trial eligibility.

AUTOMATICALLY RENEWABLE SUBSCRIPTIONS

By purchasing a subscription to the Service, you agree that, upon expiration of the initial subscription term, your subscription will automatically renew for successive periods of the same duration as the initial subscription unless and until you cancel your subscription. If your automatic renewable subscription denies payment for any reason, SlicPix Inc. will notify you and give you 7 days grace to update your payment.

Please notify SlicPix Inc at connect@slicpix.com or 877-SLICPIX, of your intent.

CANCELLATION

You may cancel your subscription to the Service at any time, after which SlicPix Inc. will not automatically renew your subscription upon the completion of the month you cancel.

RECURRING CHARGES

YOU AUTHORIZE SLICPIX INC. TO CHARGE YOUR ACCOUNT USING THE PAYMENT METHOD ON FILE FOR YOU TO PAY FOR ANY RENEWAL SUBSCRIPTION. You will be billed for the same subscription plan (or the most similar subscription plan, if your prior plan is no longer available) at the then-current applicable subscription price plus any applicable taxes. We will process payment for any renewal subscription using the same billing cycle as your current subscription. Additional terms and conditions may apply upon renewal, and subscription fees may change at any time, to the fullest extent permitted under applicable law. If you go over your subscription coverage, SlicPix Inc. will inform you prior to your depletion of coverage and charge your account an incremental charge to continue your service until your next service renewal. You will have the option to adjust your pricing to the next tiered pricing as well.

REFUND POLICY

Any payment made through our payment system to SlicPix Inc. is refundable on a case-by-case basis. To request a refund, reach out to us at connect@slicpix.com

Subscriptions that are cancelled during their free trial period (if any) will not incur any payment obligation. If a subscription is refunded, that subscription may be cancelled, and access to the service may be terminated immediately. Following any cancellation without a refund, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("Credits"). The amount and form of such Credits, and the decision to provide them, are at our sole and absolute discretion.

PRICE PROMOTIONS

At the end of any promotion, SlicPix Inc. may, at its sole discretion, revert a member's price per period to the current standard retail pricing for that membership type. SlicPix Inc. may also discontinue certain pricing promotions at any time at its sole discretion.

PROHIBITED USES, RESTRICTIONS AND LIMITATION OF USES

RESTRICTIONS ON USE OF THE SERVICE

In addition to any other restrictions set forth in these terms of use, and without limiting those restrictions, when using the Service, you agree not to: make unauthorized copies or derivative works

of any content made available on or through the Service; use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service; attempt to decipher, decompile, disassemble, or reverse engineer any of the software or source code comprising or making up the Service; delete or alter any material SlicPix Inc. or any other person or entity Posts on the Service; frame or link to any of the materials or information available on the Service; alter, deface, mutilate, or otherwise bypass any approved software through which the Service is made available; use any trademarks, service marks, design marks, logos, photographs, or other content belonging to SlicPix Inc. or obtained from the Service; provide any false personal information to SlicPix Inc.; create a new account with SlicPix Inc., without SlicPix Inc. express written consent, if SlicPix Inc. has previously disabled an account of yours; solicit or collect personal information from other Users; disclose personal information about a third person on the Service or obtained from the Service without the consent of that person; use the Service to send emails or other communications to persons who have requested that you not send them communications; use the Service, without SlicPix Inc.'s. express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming; or violate any applicable federal, state, or local laws or regulations or the terms of this Agreement.

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 Service servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that SlicPix Inc. grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (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; or (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.

SUSPENSION AND TERMINATION OF THE SERVICE

We may permanently or temporarily terminate or suspend your access to the Service without notice and liability if in our sole determination you violate any provision of this Agreement. If you become aware of any actual or threatened activity prohibited, you shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Service and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify us of any such actual or threatened activity.

You are solely responsible for your interactions with other Service Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. The Service shall have no liability for your interactions with other Users, or for any User's action or inaction.

SLICPIX INC. 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, and User Content belonging to other Users (the "Service"), and all Intellectual Property Rights related thereto, are the exclusive property of SlicPix Inc. and its licensors (including other Users who post User Content 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 SlicPix Inc. Content. Use of SlicPix Inc. Content for any purpose not expressly permitted by this Agreement is strictly prohibited. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, algorithm or programs underlying the SlicPix Inc. Materials. SlicPix Inc. reserves the right to modify or discontinue the "Service" or any version(s) thereof at any time in its sole discretion, with or without notice.

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 SlicPix Inc. under any fiduciary or other obligation, and that we are free to use the Ideas without any

additional compensation to you, and/or to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, SlicPix Inc. does not waive any rights to use similar or related ideas previously known to SlicPix Inc. or developed by its employees, or obtained from sources other than you.

MARKS

SlicPix Inc. trademarks, service marks, and logos (the “SlicPix Trademarks”) used and displayed on the Service are SlicPix Inc.’s. registered and unregistered trademarks or service marks. You may not use any Trademarks as part of a link to or from the Service without SlicPix Inc. prior express written consent. You may not remove any Trademarks identifying the ownership or origin of any SlicPix Inc. Content. All goodwill generated from the use of any SlicPix Inc. Trademark will insure solely to SlicPix Inc. benefit.

USER GENERATED CONTENT (UGC)

Definition. “User Content” means any content that users upload, post or transmit (collectively, “Post”) to or through the Service including, without limitation, profile information, any text, comments, videos, images, music, questions, and other content or information on the Service (any such materials a User submits, posts, displays, or otherwise makes available on the Service is referred to as “User Content”). and other works subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws, and excludes any and all SlicPix’s Content.

We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by providing or sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with this Agreement. SlicPix Inc. has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

OBJECTIONABLE CONTENT

Objectionable Content. You agree not to Post any User Content to the Service that is or could be interpreted to be:

(i) abusive, bullying, defamatory, harassing, harmful, hateful, inaccurate, infringing, libelous, objectionable, obscene, offensive, pornographic, shocking, threatening, unlawful, violent, vulgar, or in violation of any applicable laws (including laws related to speech); or (ii) promoting any product, good,

or service, or bigotry, discrimination, hatred, intolerance, racism, or inciting violence (including suicide) (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, obscene, 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 or (ix) violates any school or other applicable policy, including those related to cheating or ethics (collectively, "Objectionable Content").

The Posting of any Objectionable Content may subject you to third party claims and none of the rights granted to you in this agreement may be raised as a defense against such third-party claims. You agree not to post User Content that: You agree that any User Content that you post do 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. To the extent that your User Content contains music, you hereby represent that it does not violate copyrights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below.

SlicPix Inc. reserves the right, but is not obligated, to reject and/or remove any User Content that SlicPix Inc. believes, in its sole discretion, violates any of these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization. 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.

The Service does not replace the need for you, as applicable, to maintain regular data backups or redundant data archives. WE HAVE NO OBLIGATION OR LIABILITY FOR ANY LOSS,

ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF YOUR USER CONTENT.

THIRD PARTY USER GENERATED CONTENT

There may arise the use of the “Service” by a third party to represent individual organizations within one account. SlicPix Inc. takes no responsibility and assumes no liability for any relationship you have with the third party, or User Content that you or any other User or third-party posts, sends, or otherwise makes available over the Service using your account. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content.

RESPONSIBILITY FOR CONTENT

SlicPix Inc. has not reviewed, and cannot review, all of the material, including computer software, posted to our Service, and cannot therefore be responsible for that material’s content, use or effects. By operating our Service, SlicPix Inc. does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Service may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Service may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. SlicPix Inc. disclaims any responsibility for any harm resulting from the use by visitors or users of our Service, or from any downloading by those visitors or users of content there posted.

SlicPix Inc does not pre-screen any User Content, but reserves the right to remove, disallow, block, or delete any User Content in its sole discretion. SlicPix Inc. does not guarantee the accuracy, integrity, appropriateness, availability, or quality of any User Content, and under no circumstances will SlicPix Inc. be liable in any way for any User Content.

THIRD PARTY MATERIALS

The Service may contain links to third-party websites, information, products, materials, or services (together, “Third Party Materials”) that are not owned or controlled by SlicPix Inc. SlicPix Inc. does not vet, control, endorse or assume any responsibility for any such Third-Party Materials. We have not reviewed, and cannot review, all of the material, including computer software, made available through

Third Party Materials, and cannot, therefore be responsible for that Third-Party Material's content, use or effects. Users are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. SlicPix Inc. disclaims any responsibility for any harm resulting from the use of Third-Party Materials by Users of our Service, or from any downloading by those Users of content there posted.

SlicPix Inc. Policies and Terms Do Not Apply to Your Use of Third-Party Materials. If you access a Third-Party Materials from the Service or share your User Content on or through any Third- Party Materials, you do so at your own risk, and you understand that this Agreement and SlicPix Inc. Privacy Policy does not apply to your use of such Third-Party Materials. Your use of Third-Party Materials is solely between you and the respective third party ("Third-Party") and will be governed by the Third-Party's terms and policies. It is your responsibility to review the Third-Party's terms and policies before using such Third-Party Materials or applications. Some Third-Party Materials/applications may request or require access to your (yours, your visitors', or customers') data. If you grant access, your data will be handled in accordance with the Third-Party's privacy policy and practices. SlicPix Inc. does not have control over how a Third-Party may use your data. You should carefully review Third-Party's data collection, retention, and use policies and practices before enabling Third-Party Materials. Third-Party Materials may not work appropriately with your User Content, and we may not be able to provide support for issues caused by any Third-Party Materials. If you have questions or concerns about how Third-Party Materials operates, or need support, please contact the Third-Party directly.

1. YouTube API Services. The Service may use YouTube API Services to allow you to add Third-Party Materials from YouTube to your User Content. By adding Third-Party Materials from YouTube via the Service you agree to be bound by YouTube Terms of Service (<https://www.youtube.com/t/terms>).
2. Vimeo API Services. The Service may use Vimeo API Services to allow you to add Third-Party Materials from Vimeo to your User Content. By adding Third-Party Materials from Vimeo via the Service you agree to be bound by Vimeo Terms of Service (<https://www.vimeo.com/terms>).

NO LIABILITY FOR THIRD PARTIES

You expressly relieve SlicPix Inc. from any and all liability arising from your use of any Third-Party Materials, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of Users who create advertisements using the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely

between you and such User. You agree that SlicPix Inc. shall not be responsible for any loss or damage of any sort relating to your dealings with such Users.

VISITORS

You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that SlicPix Inc shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

If you encounter any Objectionable Content on the Service, then please immediately email connect@slicpix.com

USER CONTENT LICENSE GRANT

SlicPix Inc. needs the legal right to do things like host Your Content, publish it, and share it to render and provide the Service. By posting or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a unrestricted, royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, store, parse, and display, copy it to our database and make backups, parse it into a search index or otherwise analyze it on our servers, share, Your Content, and make incidental copies as necessary, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and any name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and SlicPix Inc. (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. in case Your Content is something like music or video. We need these rights for both public and private repositories, because these rights are necessary for providing the Service. This license does not grant SlicPix the right to sell Your Content or otherwise distribute or use it outside of our provision of the Service.

UGC COPYRIGHTED OR TRADEMARKED MATERIAL

SlicPix Inc. forbids users to use content, in any way, or form, that is copyrighted or trademarked by someone other than you. You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own the User Content Posted by you on or through the Service or otherwise have the right to grant the license set forth in this agreement (ii) the Posting and Use of your User Content on

or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, including, but not limited to, the rights of any person visible in any of your User Content; (iii) the Posting of your User Content on the Service will not require us to obtain any further licenses from or pay any royalties, fees, compensation, or other amounts or provide any attribution to any third parties; and (iv) the Posting of your User Content on the Service does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person as a result of your Posting your User Content on the Service.

WAIVER OF RIGHTS TO USER CONTENT

You waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain, or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Service.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENTS IN ACCORDANCE WITH THE DIGITAL MILLENNIUM COPYRIGHT ACT 1998

SlicPix Inc. respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our users to do the same.

It is SlicPix Inc. policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

SlicPix Inc. works to ensure that content on our Services do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties, If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify SlicPix Inc. at connect@slicpix.com

For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;

4. Information reasonably sufficient to permit SlicPix Inc. to contact you, such as your address, telephone number, and email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following: Attn: DMCA Notice SlicPix Inc. Address: PO Box 513, Augusta Maine, 04332 United States, Telephone: (877) SLICPIX, connect@slicpix.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying SlicPix Inc., its affiliates and accused infringers that your copyrighted material has been infringed, the preceding requirements are intended to comply with SlicPix Inc. rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. In accordance with the DMCA and other applicable law, SlicPix Inc. has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. SlicPix Inc. may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

COUNTER NOTIFICATIONS

If you receive a notification from SlicPix Inc. that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide SlicPix Inc. with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to SlicPix Inc and include substantially the following information: i. A physical or electronic signature of the subscriber; ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, then for any judicial district in which SlicPix Inc. may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

REPOSTING OF CONTENT SUBJECT TO A COUNTER NOTIFICATION

If you submit a Counter Notification to SlicPix Inc. in response to a Notification of Claimed Infringement, then SlicPix Inc. will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that SlicPix Inc. will replace the removed User Content or Feedback or cease disabling access to it in 10 business days, and SlicPix Inc. will replace the removed User Content or Feedback and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless SlicPix Inc. receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on SlicPix Inc.

FALSE NOTIFICATIONS OF CLAIMED INFRINGEMENT OR COUNTER NOTIFICATIONS

The Copyright Act provides that: [a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of SlicPix Inc. relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it. 17 U.S.C. § 512(f).

SlicPix Inc. reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

REPEAT COPYRIGHT INFRINGER POLICY

SlicPix Inc. intellectual property policy is to (i) remove or disable access to material that SlicPix Inc. believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Service; and (ii) remove any User Content uploaded to the Service by "repeat infringers." SlicPix Inc. considers a "repeat infringer" to be any user that has uploaded User Content or Feedback to or through the Service and for whom SlicPix Inc. has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content or Feedback. SlicPix Inc. has discretion, however, to terminate the Account of any user after receipt of a single notification of claimed infringement or upon SlicPix Inc. own determination.

OBJECTIONABLE CONTENT POLICY

SlicPix Inc. objectionable content policy is to (i) remove or disable access to material that SlicPix Inc. believes in good faith is objectionable (ii) upon the petition of a complaint in methods listed below of

objectionable content available through the Service. Our goal is to avoid all objectionable content, and if there are objections about specific content, to swiftly address them.

1. If the published objectionable content is from customers, please reach out to these customers immediately.
2. If this is not possible, contact connect@slicpix.com, or call 877-SLICPIX. You will need to file a petition of complaint for objectionable content including your name and contact information and location of content. (i) SlicPix Inc. will disable access to the material in question.
3. SlicPix Inc. will notify the creator of this content and share your contact information at which time they will contact you to discuss your objections.
4. SlicPix reserves the right to publish or unpublish any material at any time.

FEEDBACK

While we are continually working to develop and evaluate our own product ideas and features, we know we don't have all the answers. We therefore welcome your feedback, comments, and suggestions. If you choose to contribute by sending SlicPix Inc. any ideas ("Feedback"), then regardless of what your accompanying communication may say, the following terms will apply. Accordingly, by sending Feedback to SlicPix Inc., you agree that: a. SlicPix Inc. has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason; b. Feedback is provided on a non-confidential basis, and SlicPix Inc. is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and c. You irrevocably grant SlicPix Inc. perpetual and unlimited permission to Use the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

PRIVACY POLICY

We care about the privacy of our Users. You understand that by using the Service you consent to the collection, use, and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy which provides information about the data that SlicPix Inc. may collect from Users of our Website, Community and Studio (the Service) and how we use and share such information. By using the Service, you agree to the terms of this Policy. We may change this Policy from time to time, and changes are effective upon posting. Please review our Privacy Policy regularly. Your continued use of SlicPix Inc. after changes are posted constitutes your agreement to the changes. If you do not agree to the terms of this Policy, please discontinue your use of the SlicPix Inc.

CONFIDENTIAL INFORMATION

SlicPix Inc. “Confidential Information” means all information, whether written or oral, and in any form (including, without limitation, software (in source or object code), engineering documents, manuals, reports, designs, drawings, plans, flowcharts, program listings, processes, component diagrams or listings, new product plans, sales and marketing plans and/or programs, and pricing information relating to SlicPix Inc. disclosed either directly or indirectly to the User.

“Users Confidential Information” means all information that the Users deem to be confidential about its current, previous or future business, whether written or oral, and in any form (including, without limitation, software (in source or object code), processes, information related to the Users business or that of its competitors, business and product plans, sales and marketing plans and/or programs, board information and administrative process).

Users acknowledge that Users may have access to, and SlicPix Inc. may disclose to Participant, certain SlicPix Inc. Confidential Information. SlicPix Inc. acknowledges that it may have access to and User may disclose certain Users Confidential Information.

If User is a company or other entity, User shall disclose SlicPix Inc. Confidential Information only to those of its board of directors, its employees, agents, or consultants who need to know such information and shall ensure that Users observe the confidentiality obligations in this Agreement.

SlicPix Inc. agrees that it will provide Users Confidential Information only to its employees, agents or consultants who need to know such information for the purpose of the Service, and shall ensure that SlicPix Inc. personnel observe the confidentiality obligations in this Agreement.

This Agreement shall impose no obligation of Confidentiality upon the Parties with respect to any portion of the Confidential Information which: (i) now or hereafter, through no act or failure to act on the Parties' part, becomes generally known or available; (ii) was already known at the time that Party received same from the other, as evidenced by written records; (iii) is hereafter furnished to the disclosing Party by a third party who legally obtained Confidential Information without restriction on disclosure.

The Parties shall not disclose, without the other's written consent, such Confidential Information to third parties or use such Confidential Information for its own benefit or for the benefit of third parties.

PROPRIETARY RIGHTS

The Parties acknowledge that neither party obtains any rights therein to the others' Confidential Information by being given access to such information while participating in the Service. The Parties agree that the Confidential Information provided by each party and all copies thereof, are proprietary to and the property of the provided Party. Parties agree that all applicable rights in all copyrights,

trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Confidential Information provided to each other and will remain with the providing party.

SECURITY

The Service cares about the security of your information and uses commercially reasonable physical, administrative, and technological safeguards to preserve the integrity and security of all information we collect and that we share with our service providers. Personal data and backups are stored in protected databases located behind firewalls and with both physical and software-based access controls. However, no security system is impenetrable, and we cannot guarantee the security of our systems 100%. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

CUSTOMER SUPPORT

Slicpix will provide Customer support, storage and additional benefits according to the subscription plan that has been Chosen.

TERM AND TERMINATION

The term of this Agreement shall begin on the date set forth above (or, if no date is given, then the date both parties accept this Agreement (by either electronic or written signature) and shall continue until terminated as set forth below. The obligation herein to protect Confidential information shall survive any such termination.

SlicPix Inc. may, in its sole discretion, at any time discontinue providing or limit access to the Service, any areas of the Service or Content provided on or through the Service. You agree that SlicPix Inc. may, in its sole discretion at any time terminate or limit your access to, or use of, the Service or any Content. SlicPix Inc. may terminate or limit your access to or use of the Service if SlicPix Inc. determines, in its sole discretion, that you have infringed the copyrights of a third party. You agree that SlicPix Inc. shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Service or any Content, including Content that you may have Shared.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SLICPIX INC. OR THROUGH THE SLICPIX SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, SLICPIX INC./SLICPIX SERVICE, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE SLICPIX INC./SLICPIX SERVICE CONTENT 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. FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE 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 AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SLICPIX INC./SLICPIX SERVICE, 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, REVENUE, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL SLICPIX INC./SLICPIX SERVICE, 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, SLICPIX INC./SLICPIX SERVICE, 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 SLICPIX SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SLICPIX INC/SLICPIX SERVICE, 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 SLICPIX INC/SLICPIX SERVICE, FOR THE MONTH PRIOR TO THE EVENT GIVING RISE HEREUNDER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SLICPIX INC/SLICPIX SERVICE, 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 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.

LIMITATION AND TIME FOR FILING

1. Manner of Giving Notices to SlicPix Inc. Except as otherwise specified in this Agreement, all notices to SlicPix Inc. related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, (c) confirmed delivery by courier service, or (d), except for notices of termination or an indemnifiable claim, the day of sending by email.
2. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.
3. Legal Fees and Costs. The prevailing party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs, including, without limitation, arbitration fees and fees of experts.
4. Arbitration for Users Domiciled in The United States. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE

MANNER IN WHICH YOU CAN SEEK RELIEF FROM SLICPIX INC. You agree to first contact us at connect@slicpix.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute you have with us after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) 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 JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com (<https://www.jamsadr.com>). The arbitration will be conducted in The State of Maine, unless you and SlicPix Inc. agree otherwise. If you are using the Slicpix Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Slicpix Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights by arbitration.

CLASS ACTION / JURY TRIAL WAIVER

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY

GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, 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 SLICPIX INC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

INDEMNIFICATION

You agree to indemnify and hold SlicPix Inc. and each of their officers, directors and employees, harmless from any claims, losses, damages, obligations, losses, liabilities, costs, debt and expenses, (including but not limited to attorney's fees) (any of the foregoing, a "Claim") arising out of or relating to (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 set forth in this Agreement; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code. SlicPix Inc. reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which You are required to indemnify us and You agree to cooperate with our defense of these claims.

CHOICE OF LAW, MANDATORY ARBITRATION AND VENUE

GOVERNING LAW

This Agreement Shall be governed by the laws of the State of Maine, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Maine shall have exclusive jurisdiction to hear any dispute under this Agreement.

SEVERABILITY AND WAIVER

WAIVER

A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition.

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

EXPORT CONTROL

EXPORT RESTRICTIONS

To the extent applicable United States Government Legends. Services, including Software, provided to Participant may be subject to United States Export Restrictions. Participant agrees not to export or re-export any Service or accompanying documentation in violation of any applicable laws and regulations of the United States or the country in which Participant obtained them.

ASSIGNMENT

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

NOTIFICATION PROCEDURES AND CHANGES TO THE AGREEMENT

SlicPix Inc. 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 SlicPix Inc. in our sole discretion. SlicPix Inc. 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. SlicPix Inc. 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. SlicPix Inc. may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page. 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.

REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

Representations and Warranties. You represent and warrant that your use of our Service:

1. Will be in strict accordance with this Agreement;
2. Will comply with all applicable laws and regulations (including without limitation all applicable laws regarding online conduct and acceptable content, the transmission of technical data exported from the United States or the country in which you reside, privacy, and data protection); and
3. Will not infringe or misappropriate the intellectual property rights of any third party.

ENTIRE AGREEMENT / SEVERABILITY

This Agreement, together with any amendments and any additional agreements you may enter into with SlicPix Inc. in connection with the Service, shall constitute the entire agreement between you

and SlicPix Inc. concerning the Service. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (1) the applicable Order Form, (2) any additional terms or addenda applicable to specific versions of the Service, and (3) this Agreement. 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. regarding the subject matter hereof and supersede any and all prior agreements between the parties, whether written, oral, regarding the subject matter hereof. This Agreement may not be modified or amended except by the written acceptance of both parties.

CONSENT TO ELECTRONIC COMMUNICATIONS

By using the Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices.

CONTACT US

Please contact us at connect@slicpix.com with any questions you may have about this Agreement.

SLICPIX INC.
PO BOX 513
AUGUSTA, ME 04332
TEL: 877-SLICPIX

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement.

For Customer: (Signature)

SlicPix Inc. - SlicPix™ Service – Terms of Service & Non-Disclosure Agreement

Customer Name (Print)

Date: