

## **Terms of Use**

### **1. Introduction**

Here at Vote 2 Wear LLC we are all about creativity and unique custom shirts that no other online entity offers. We encourage our community to give feedback, write reviews, write comments, talk to each other and team up with other members to create even better work.

Since our community members are responsible for generating the content that is upload to this site, it is necessary that all Vote 2 Wear LLC users respect the intellectual property rights of others. Users who submit their designs to Vote 2 Wear LLC must only upload content they have created themselves or have obtained the necessary permission to use and authorize others to use. Always respect the copyright and trademarks of all the work seen or bought on the Vote 2 Wear LLC website.

By using this website, you accept the terms of this agreement. If you do not agree with its terms, do not use this website.

### **2. Vote 2 Wear LLC Accounts**

In order to access some features of the website, you will have to create an account. 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, so you must keep your account login information secure. You must notify Vote 2 Wear LLC immediately if you become aware of any unauthorized activity on your account or any other breach of security regarding your account.

Vote 2 Wear LLC will not be liable for any losses or damage caused by any unauthorized use of your account. You will be held liable for all losses or damage to Vote 2 Wear LLC for any unauthorized use of your account.

If Vote 2 Wear LLC suspects that your registration information is not true, complete, current, or accurate your account may be suspended or terminated. By registering with Vote 2 Wear LLC.com, you represent that you are of legal age to form a binding contract and are not a person barred by any laws from using the Vote 2 Wear LLC.com website.

You acknowledge and agree that Vote 2 Wear LLC may preserve user information and may also disclose user information, if required to do so by law or if we believe, in good faith, that such preservation or disclosure is reasonably necessary to, comply with the legal process, enforce these Terms of Use, respond to claims that any content violates the rights of third parties, or to protect the rights, property, or personal safety of Vote 2 Wear LLC, its users, or the public.

### **3. Design Submissions**

By entering, submitting or uploading any designs or content onto our site, you represent and agree that: (i) you have the right to submit the designs or content or have received all necessary consents and approvals; (ii) your use of the designs or content does not infringe or violate the rights of any third party; and (iii) you allow Vote 2 Wear LLC to display, reproduce, copy, distribute and produce derivative works of your designs or content. You grant us the right to delete, remove or disable any designs or content that we determine does not comply with these Terms of Use.

Vote 2 Wear LLC is not responsible for any information, material, or content posted by users. The ideas, suggestions, opinions, comments, and observations made by Vote 2 Wear LLC users, and any text, data, photographs, video, music, sound, chat, messages, designs, files or other material provided to Vote 2 Wear LLC by users are not endorsed by Vote 2 Wear LLC. Vote 2 Wear LLC makes no guarantee regarding the reliability, accuracy, nature, origin, or quality of any user submission that is posted on the website. Users will evaluate and bear all risks related to the use of any user submission, including any reliance on the accuracy, completeness, or usefulness of any user submission. All user submissions posted to the website are the sole responsibility of the person who originally posted the user submission, and your sole recourse for any damage you may suffer as a result of any user submission, or any portion thereof, shall be from such individual, and not Vote 2 Wear LLC.

You shall be solely responsible for your own user submission and the consequences of posting or publishing them. If you choose to post a user submission on Vote 2 Wear LLC, we require that you adhere to Vote 2 Wear LLC's Prohibited Use guidelines.

All independent artists who submit unsolicited designs to Vote 2 Wear LLC must read and sign the Artist License Agreement. You understand that Vote 2 Wear LLC does not guarantee any confidentiality with respect to any unsolicited design you submit.

Before uploading your designs or content to be featured on a Daily Battle, Vote 2 Wear LLC must approve the submitted designs or content and verify that it does not contain any pornographic, violent or mature content or does not violate any of the Prohibited Uses in any other way. For more information on Daily Battles, please refer to the Official Rules.

### **4. Artist License Agreement**

As between you and Vote 2 Wear LLC, you will retain ownership of the copyright in your designs and submitted content, subject to the rights granted in this Agreement. You hereby grant to Vote 2 Wear LLC a worldwide, non-exclusive, royalty-free, sublicenseable, perpetual, irrevocable, and transferable right to reproduce, distribute, display, exhibit, broadcast, sell, publish, adapt, reformat, store, syndicate, create derivative works of, transmit, and otherwise use and exhibit any of the content, in any and all media and formats whether now or later known or developed, throughout the world. The use includes, without limitation, the right to use the designs and submitted content for advertising, publicity, promotional, merchandising, marketing and editorial purposes. Users warrant that they have full legal right, power and authority to grant the foregoing license and if applicable, have secured all necessary rights to grant such a license.

## **5. Intellectual Property of Others**

Vote 2 Wear LLC respects the intellectual property of others and we require our users to do the same. You may not post, upload, display, submit, modify, distribute, or reproduce in any way any material (including any unsolicited design) that infringes an IP right belonging to another, without obtaining their prior written consent.

If you are a copyright owner or an agent thereof and believe that any material on Vote 2 Wear LLC.com infringes your copyrights, you may submit a DMCA takedown notification to Vote 2 Wear LLC. Please refer to Vote 2 Wear LLC's DMCA Policy.

Vote 2 Wear LLC is not responsible for the IP rights of or relating to unsolicited designs on the Vote 2 Wear LLC website. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Vote 2 Wear LLC with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Vote 2 Wear LLC, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Vote 2 Wear LLC website.

## **6. Intellectual Property of Vote 2 Wear LLC**

The content on the Vote 2 Wear LLC website including without limitation, all text, graphics, images, photos, computer code, software, scripts, multimedia files, interactive features, trademarks, service marks and logos are owned by or licensed to Vote 2 Wear LLC, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the website is provided to you for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of Vote 2 Wear LLC or as expressly provided herein.

Unless otherwise indicated, content does not include the selected designs of independent artists. Content also does not include the IP rights of others, to which the selected designs may refer.

## **7. Website Access and Use**

The Vote 2 Wear LLC website and all content associated therewith are provided by Vote 2 Wear LLC AS IS as a service to current and prospective customers, independent artists, and visitors to the Vote 2 Wear LLC website. Vote 2 Wear LLC hereby grants you a limited license to use the Vote 2 Wear LLC website and the content, subject to the following restrictions: (i) Your use of the website as permitted is solely for your personal, noncommercial use; (ii) You will not copy or distribute any part of the website in any medium without Vote 2 Wear LLC's prior written authorization; (iii) You will not alter or modify any part of the website other than as may be reasonably necessary to use the website for its intended purpose; and (iv) You will otherwise comply with the terms and conditions of this Terms of Use.

No right, title or interest in Vote 2 Wear LLC's content is conveyed to you. The foregoing is a limited license, not a transfer of title to Vote 2 Wear LLC's content. Any unauthorized copying, alteration, distribution, transmission, performance, display, or other use of the content is prohibited.

## **8. Prohibited Use**

You shall not post, transmit, redistribute, upload, or promote any communications, content or designs that (i) contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer; (ii) are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable; (iii) contain chain letters or pyramid schemes; (iv) contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities; (v) impersonate any person, business or entity, including our company and our employees and agents; (vi) encourage conduct that would constitute a criminal offense; (vii) give rise to civil liability; (viii) otherwise violate any law; or (ix) in doing so, amounts to any conduct that, in the judgment of Vote 2 Wear LLC, restricts, impairs, interferes or inhibits any other user from using or enjoying the Vote 2 Wear LLC website and/or our related services and products.

You shall not use or launch any automated system or technological devices or programs that access the website in a manner that sends more request messages to the Vote 2 Wear LLC servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You shall not access, monitor or copy any content or information of this website using any robot, spider, scraper or other automated means or any manual process for any purpose. Notwithstanding the foregoing, Vote 2 Wear LLC grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Vote 2 Wear LLC reserves the right to revoke these exceptions either generally or in specific cases, in its sole discretion.

You may not circumvent, disable or otherwise interfere with security related features of the website or features that prevent or restrict use or copying of any content or enforce limitations on the use of the website or the content.

You may not collect or use any personal information from the Vote 2 Wear LLC website, as that term is used and/or defined in Vote 2 Wear LLC's privacy policy. Personal information includes, but is not limited to, the names, account names, and contact information of other users. Additionally, you may not use the communication systems provided by the website for any

commercial purposes. You may not to solicit, for commercial purposes, any independent artists with respect to their unsolicited designs.

Any content or designs that Vote 2 Wear LLC determines violates this section will be removed.

## **9. Third Party Sites**

The Vote 2 Wear LLC website may contain links to third party websites that are not owned or controlled by Vote 2 Wear LLC. Vote 2 Wear LLC provides these links merely as a courtesy and Vote 2 Wear LLC does not endorse, adopt, agree with, or accept any responsibility over the content of any third party website. Access to other websites is at your own risk and Vote 2 Wear LLC expressly disclaims any responsibility for the content of any third party sites linked to this site.

You acknowledge and agree that Vote 2 Wear LLC is not responsible for content that is contained outside the Vote 2 Wear LLC website. By using the Vote 2 Wear LLC website, you specifically release Vote 2 Wear LLC from any and all liability arising from your access or use of any third party website, your correspondence or dealings with other users, advertisers, partners, or other third parties found on or through the website, and/or your participation in promotions, sweepstakes, campaigns, or any other venture hosted, endorsed, or sponsored by other users, advertisers, partners, or other third parties.

## **10. Electronic Communication**

You consent to receive communications from Vote 2 Wear LLC electronically. Vote 2 Wear LLC may communicate with you by email, by a message sent to your Vote 2 Wear LLC account, or by posting a notice on the Vote 2 Wear LLC website.

## **11. Privacy**

Vote 2 Wear LLC's privacy policy describes the information Vote 2 Wear LLC collects about you and what Vote 2 Wear LLC does with that information. By using this website, you acknowledge that Vote 2 Wear LLC may preserve your personal information and may also disclose your personal information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Vote 2 Wear LLC, site users, and the public.

You must review the Vote 2 Wear LLC Privacy Policy carefully to make sure you understand our practices and procedures. If you have any questions or comments regarding this Privacy Policy, just ask.

## **12. Disclaimer**

Vote 2 Wear LLC assumes no responsibility for the accuracy of the information contained on this website. Vote 2 Wear LLC may make changes to this website at any time without notice.

Any mention of non-Vote 2 Wear LLC products or services is for informational purposes only and constitutes neither an endorsement nor a recommendation.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, VOTE 2 WEAR LLC MAKES NO WARRANTIES, CONDITIONS, INDEMNITIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE, AS TO ANY MATTERS, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, INTEGRATION, ACCURACY, SECURITY, AVAILABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. VOTE 2 WEAR LLC DOES NOT WARRANT ITS CONTENT IS SUITABLE FOR USE AND IS NON-INFRINGEMENT ON ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. VOTE 2 WEAR LLC SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. VOTE 2 WEAR LLC DOES NOT WARRANT THE OPERATION, HOSTING OR SERVICE OF ANY THIRD PARTY WEBSITE AND CANNOT BE HELD LIABLE FOR ANY THIRD PARTY WEBSITE'S INTERRUPTION OF SERVICE, DOWNGAGE, OR LOSS OF YOUR ACCOUNT INFORMATION OR CONTENT. VOTE 2 WEAR LLC, AND ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF VOTE 2 WEAR LLC, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. VOTE 2 WEAR LLC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT AND 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 AND USE OF THE SITE, (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 SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. VOTE 2 WEAR LLC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY HYPERLINKED SITE OR OTHER PROMOTION, AND VOTE 2 WEAR LLC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### **13. Limitation of Liability**

VOTE 2 WEAR LLC, OR ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF VOTE 2 WEAR LLC WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, LOST PROFITS AND LOST REVENUE RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, (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 OUR SITE, (V) ANY BUGS, VIRUSES,

TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **14. Indemnity**

You agree to defend, indemnify and hold harmless Vote 2 Wear LLC, and its parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Vote 2 Wear LLC, from and against all claims, demands, actions, suits, damages, obligations, losses, settlements, liabilities, costs or debt, and expenses (including without limitation reasonable attorney's fees and costs) arising out of any act or omission including: (i) your use of and access to the site; (ii) your violation the Terms of Use; (iii) your violation of any third-party rights, including without limitation any infringement or misappropriation of any United States patent, copyright, trademark, or trade secret of a third party or privacy right; or (iv) any claim that one of your user submissions causes damage to a third party.

#### **15. Waiver**

No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Vote 2 Wear LLC's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

#### **16. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by you, but may be assigned, transferred, delegated, and sublicensed by Vote 2 Wear LLC without restriction.

#### **17. Governing Law and Jurisdiction**

The website is controlled by Vote 2 Wear LLC from its offices in Orlando, Florida, United States of America. All matters relating to your access to, or use of, this website shall be governed by U.S. federal law or the laws of the State of Florida, notwithstanding any principles of conflicts of law. Any dispute, legal action, or proceeding relating to your access to, or use of, this website shall be exclusively instituted in a state or federal court in Orange County, Florida. You agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. Vote 2 Wear LLC makes no representations that the information on this website is appropriate for use in other locations. If you choose to access this website from other locations you do so at your own risk and you are responsible for compliance with any applicable local laws.

## **18. Violations of Terms of Use**

Please report any violations of the Terms of Use, including objectionable user submissions or behavior to [legal@vote2wear.com](mailto:legal@vote2wear.com). Please state the reasons for your concern and provide a link to the user submission or content or, if appropriate, the behavior in question. Upon receiving such a report of a possible violation, Vote 2 Wear LLC in its sole discretion may investigate the matter and take such action as Vote 2 Wear LLC determines to be appropriate.

## **19. General**

If any provision contained in these Terms of Use is determined to be invalid, illegal or otherwise unenforceable the enforceability of the remaining provisions shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Vote 2 Wear's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Vote 2 Wear LLC reserves the right to amend these Terms of Use at any time in its sole discretion and without prior notice, which shall take effect upon posting to the Vote 2 Wear LLC website. It is your responsibility to review these Terms of Use for any changes. Your use of the website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. These Terms of Use constitute an agreement that shall be governed by and construed in accordance with laws of the State of Florida without regard to its conflict of law provisions and without regard to the actual state or county of incorporation or residence of either party. You agree to submit to the personal and exclusive jurisdiction of the courts located in Orange County, Florida, in connection with any action arising under this Agreement.

## **20. Termination or Cancellation**

Vote 2 Wear LLC may, at any time and in our sole discretion, with or without cause terminate these terms, your access to the site, and/or your account, or suspend or block your access to the site. You will still be liable for any breaches of these terms and/or obligations incurred before the terms end. If you use the site after termination of these terms, that use will constitute your agreement to the terms then posted on the site. Vote 2 Wear LLC may continue to exploit electronic or printed materials it has created, or developed specific plans to create, that contain such content according to the terms with respect to removal or modification of content previously posted on the site.

The provisions entitled "Intellectual Property Rights," "Warranty Disclaimer," "Limitation of Liability," "Indemnity," and "Additional Terms," the Artists Agreement and the Privacy Policy will survive the termination of these Terms.

## **21. Entire Agreement**

The Terms of Use constitute the entire agreement between you and Vote 2 Wear LLC, superseding any prior agreements between you and Vote 2 Wear LLC. The failure of Vote 2 Wear LLC to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of this agreement shall continue in full force and effect.